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**Request for Proposal [RFP]
For**

**"SELECTION OF SERVICE PROVIDER FOR SUPPLY, INSTALLATION, IMPLEMENTATION
AND MAINTENANCE OF TREND MICRO DEEP SECURITY SOLUTION WITH DEEP
DISCOVERY ANALYZER FOR SERVERS"**

For

Two Regional Rural Banks (RRBs) Sponsored by Canara Bank viz:

**Karnataka Gramin Bank
Head Office, Ballari, Karnataka**

&

**Kerala Gramin Bank
Head Office, Malappuram, Kerala**

Ref: KaGB/Project Office/RFP/03/2023-24 dated 18.03.2024

Issued By:

General Manager

**Karnataka Gramin Bank
Canara Bank RRBs CBS Project Office,
19-19/1, III Floor,
Above Canara Bank Regional Office,
South end Road, Basavanagudi
Bengaluru-560004**

SELECTION OF SERVICE PROVIDER FOR SUPPLY, INSTALLATION, IMPLEMENTATION AND MAINTENANCE OF TREND MICRO DEEP SECURITY SOLUTION WITH DEEP DISCOVERY ANALYZER

A. BID SCHEDULE & ABBREVIATIONS

Sl. No.	Description	Details
1.	RFP No. and Date	KaGB/Project Office/RFP/03/2023-24 dated 18.03.2024
2.	Brief Description of the RFP	Selection of Service Provider for Supply, Installation, Implementation & Maintenance of Trend Micro Deep Security Solution with Deep Discovery Analyzer for Servers
3.	Bank's Address for Communication and Submission of Tender	General Manager, Karnataka Gramin Bank, Canara RRBs CBS Project Office, 19-19/1, IIIrd Floor, Above Canara Bank Regional Office, South End Road, Basavanagudi, Bengaluru - 560 004.
4.	Bank Contact Details	<ul style="list-style-type: none"> ➤ Mr. Abhinesh V, Manager, KGB Mob: 99615 00848. ➤ Mr. S N Satheesh Kumar, Manager, KaGB Mob: 79898 66250. ➤ Mr. Ajith Nath, Chief Manager, KaGB Tel: 080-26087547 E-mail: apmgroup@kgbk.in
5.	Date of Issue	18.03.2024
6	Application Fees (Not Refundable)	INR 11,800/- (Incl of Taxes)
7	Earnest Money Deposit (Refundable)	INR 15,00,000/-
8.	Performance Bank Guarantee/Bid Security	5 % of Total Order Value
9.	Date & Time of Pre-Bid Meeting	<ul style="list-style-type: none"> ➤ Pre-bid meeting will be held on 26.03.2024 at 3:00 PM Venue : Canara RRBs CBS Project Office, 19-19/1, III rd Floor, Above Canara Bank Regional Office, South End Road, Basavanagudi, Bengaluru - 560 004.

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		<ul style="list-style-type: none"> ➤ Pre-bid queries should be submitted as per Appendix-D. ➤ Pre-bid queries to be sent by E-mail to apmgroup@kgbk.in and it must reach us on or before 25.03.2024, at 02:00 PM. ➤ Queries reaching afterwards will not be entertained.
10.	Last Date and Time of Submission of Bids	05.04.2024 at 3:00 PM
11.	Date, Time & Venue for Opening of Part A- Conformity to Eligibility Criteria.	05.04.2024 at 3:30 PM <u>Venue :</u> Canara RRBs CBS Project Office, 19-19/1, III rd Floor, Above Canara Bank Regional Office, South End Road, Basavanagudi, Bengaluru - 560 004
12.	Date and Time of Opening of Technical Bid Part - B/ Commercial Bid Part-C	Will be intimated a later date.
11	Other Details	<ul style="list-style-type: none"> ➤ The bidders must fulfill the Prequalification Criteria for being eligible to bid. ➤ No Suggestions or queries shall be entertained after pre-bid meeting.
14	Website for online RFP	https://canarabank.com/ https://karnatakagraminbank.com/ https://keralagbank.com/
<p>The Application Fee for Tender document by means of DD drawn on any Scheduled Commercial Bank for the above amount in favour of Karnataka Gramin Bank, payable at Ballari and submit the same along with the bid document.</p> <p>Any amendments, modifications, Pre-Bid replies & any communication etc. will be uploaded in the Bank's Website only (i.e., https://karnatakagraminbank.com/ and https://keralagbank.com/). No individual communication will be sent to the individual bidders.</p>		

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Disclaimer

The information contained in this Request for Proposal (“RFP”) document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of **Karnataka Gramin Bank (KaGB)** and **Kerala Gramin Bank (KGB)** (hereinafter termed as “Banks” or “Bank”), is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms & conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by the Banks to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as “Bidder” or “Bidders” respectively). This invitation document is for the exclusive use of the prospective vendors to whom it is delivered, and it should not be circulated or distributed to third parties. The purpose of this RFP is to provide the Bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder requires.

Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. The Banks make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.

The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder requires. The Banks do not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent. Further, the Bank shall not be liable for any person placing reliance on any source of information (other than this Invitation Document or as published in its website) and such person would be doing so at his/ her/ their own risk.

The Banks in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Such change will be published on the Bank's website (www.karnatakagraminbank.com & www.keralagbank.com) and it will become part and parcel of this RFP. This RFP is an invitation to offer and not an offer. The Bid submitted by the Prospective vendors shall constitute an ‘offer’, subject to acceptance by the Banks. The Bidders shall submit their Bid in the manner set out herein.

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The issuance of this Invitation Document does not imply that the Bank is bound to select a Prospective Buyer(s) and the Banks reserve the right to reject any or all the proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of the Banks shall be final, conclusive and binding on all the parties.

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2. Abbreviations:

1.	AMC	Annual Maintenance Contract
2.	ATS	Annual Technical Support
3.	BG	Bank Guarantee
4	BCP	Business Continuity Plan
5.	BOM	Bill of Material
6.	CB	Commercial Bill of Material
7.	CBS	Core Banking Solution
8.	CVC	Central Vigilance Commission
9.	DC	Data Center
10.	DD	Demand Draft
11.	DDAN	Deep Discovery Analyzer
12.	DRC	Disaster Recovery Center
13.	HO	Head Office
14.	LD	Liquidated Damage
15.	MAF	Manufacturer Authorization Form
16.	MSME	Micro Small & Medium Enterprises
17.	NEFT	National Electronic Funds Transfer
18.	NI Act	Negotiable Instruments Act
19.	OEM	Original Equipment Manufacturer
20.	OSD	OEM Services Division
21.	POC	Proof of Concept
22.	RFP	Request for Proposal (Interalia, the term “Tender” is also used)
23.	RTGS	Real Time Gross Settlement
24.	SI	System Integrator
25.	SLA	Service Level Agreement
26.	SPOC	Single Point of Contact
27.	TCO	Total Cost of Ownership
28.	VAPT	Vulnerability Assessment and Penetration Testing
29.	WAN	Wide Area Network

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Section - B Introduction

1. About Banks:

Canara Bank has sponsored two RRBs operating in two states, viz., 1) Karnataka and 2) Kerala. In Karnataka, Karnataka Gramin Bank (KaGB) with Head Office at Ballari operating in 22 districts of Karnataka with around 1149 branches and Kerala Gramin Bank (KGB) with Head office at Malappuram operating in entire state of Kerala with around 649 branches.

KaGB as the coordinating Bank will be floating this RFP and will co-ordinate for smooth implementation of the project & shall liaise with the vendors, on behalf of KaGB and KGB. However, the vendor will be responsible for both the Banks.

The Bank's Data Center (DC) is in Bengaluru and Disaster Recovery Center (DRC) at Mumbai. The DC and DRC are connected to the Branches/Offices, Regional Offices and Head offices through Wide Area Network (WAN). The entire network uses a mix of MPLS/Leased Lines/VSAT connectivity through multiple service providers. The Banks have Project Office, Security Operations Center (SOC) & Network Operation Centre (NOC) in the Project Office, Bengaluru to administer and monitor IT Infrastructure and Operations.

2. Definitions:

- 2.1. **'Bank'** means unless excluded by and repugnant context or the meaning thereof, shall mean 'Karnataka Gramin Bank', and 'Kerala Gramin Bank' described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successor and permitted assigns.
- 2.2. **'Banks'** means Karnataka Gramin Bank (KaGB) and Kerala Gramin Bank (KGB) and shall be deemed to include their successors and permitted assigns.
- 2.3. **'RFP'** means Request for Proposal for Selection of Service Provider for Supply, Installation, Implementation & Maintenance of Trend Micro Deep Security Solution with Deep Discovery Analyzer for Servers.
- 2.4. **'Bidder'** means a vendor submitting the proposal in response to RFP.
- 2.5. **'Contract'** means the agreement signed by successful bidder and the Banks at the conclusion of bidding process, wherever required.

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- 2.6. **'Contract Price'** means the price payable to the Successful Bidder under the Contract for the full and proper performance of its contractual obligations.
- 2.7. **'Successful Bidder' / 'L1 bidder'** means the Bidder who is found to be the lowest bidder after conclusion of the bidding process, subject to compliance to all the terms and conditions of the RFP.
- 2.8. **'OEM'** shall mean Original Equipment Manufacturer who manufactures/produces systems of components that are used in another company's end-product.
- 2.9. **'SP (Service Provider)'** A Service Provider is a vendor who provides IT Solutions and/or Services to End Users and Organizations.

3. About RFP:

- 3.1. The Bank proposes to select a Service Provider for Supply, Installation, Implementation & Maintenance of Trend Micro Deep Security Solution with Deep Discovery Analyzer for Servers for a period of 5 years as per Terms and Conditions & Scope of Work described in this RFP document.
- 3.2. This RFP should not be considered as a statement of intent for procurement, unless a purchase order or notification of award is published by the Bank if any, as a result of this RFP process.
- 3.3. This RFP document is meant for the exclusive purpose of Selection of Service Provider for Supply, Installation, Implementation & Maintenance of Trend Micro Deep Security Solution with Deep Discovery Analyzer for Servers at the Banks as per the terms, conditions and specifications indicated & shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

4. Objective:

- 4.1. The Objective of this RFP is to select a Service Provider who can meet the eligibility and technical competence specified in the RFP and is capable of delivering the Scope of Work defined in this RFP.
- 4.2. Bank expects all bidders, having proven experience in implementation and maintenance of Deep Security Solution of Trend Micro with Deep Discovery Analyzer in Bank to respond to this RFP.

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5. Requirement Details:

- 5.1. Bank invite sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for Selection of Service Provider for Supply, Installation, Implementation & Maintenance of Trend Micro Deep Security Solution with Deep Discovery Analyzer for Servers in the Banks in its DC & DRC setup located at Bengaluru and Mumbai respectively as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.
- 5.2. Bidder shall provide Trend Micro Deep Security Solution with Deep Discovery Analyzer, the required Management Server/Hardware/Software and the resident engineer as mentioned elsewhere in this document.

6. Participation Methodology:

- 6.1. In a tender either the partner/distributor/System Integrator on behalf of the OEM or OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- 6.2. If a partner / distributor / System Integrator bids on behalf of the OEM, the same partner/distributor/System Integrator shall not submit a bid on behalf of another OEM in the same tender for the same item/product.
- 6.3. In the event partner / distributor / System Integrator fails in their obligations to provide the product updates (including management software updates and new product feature releases) within 30 days of release / announcement, the OEM should assume complete responsibility on behalf of the partner / distributor / System Integrator to provide the same to the bank at no additional cost to the bank and will directly install the updates, upgrades and any new product releases at the Bank's premises. To this effect Bidder should provide a dealer / distributor certificate as per Annexure-11.

7. Eligibility Criteria:

- 7.1. Interested Bidders who are capable to Supply, Install, Implement and Manage Trend Micro Deep Security Antivirus Solution with Deep Discovery Analyzer as per Scope of Work and Terms & Conditions and meeting the Eligibility Criteria as per Annexure-1 may respond. **Please note that Authorized Partners/dealers of Trend Micro alone can participate in the Bid.**
- 7.2. Non-compliance to any of Eligibility criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the

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points for eligibility evaluation. The proof provided must be in line with the details mentioned in “Documents to be submitted for Eligibility Criteria Compliance”. Any credential detail mentioned in “Eligibility Criteria Compliance” not accompanied by relevant proof documents will not be considered for evaluation.

- 7.3. Interested Bidders are requested to comply with the checklist mentioned in Annexure - 1 for the list of documents required to provide as a part of this RFP.
- 7.4. Bank reserves the right to verify/evaluate the claims made by the Bidder independently and seek further documents without any limitation for evaluating the offer. Any deliberate misrepresentation will entail rejection of the offer.
- 7.5. The bidder is required to provide factually correct responses to the RFP. Adequate justification for the response (including the technical and other requirements) should be provided as part of the response. In case the bank finds any response to be inadequate, the bank has the right to ask for additional explanation/justification. In the event of any discrepancy in the response submitted by the bidder, the bank reserves the right to disqualify/blacklist the bidder and the OEM.
- 7.6. Bank reserves the right to change or relax the Eligibility Criteria to ensure inclusivity.
- 7.7. The bidder can be the part of only one bid.

8. Scope of Work:

- 8.1. Detailed Technical Specification & Scope of Work is furnished in Annexure-2. All the Hardware/Software and other Items ordered for should have comprehensive onsite warranty of 3 (Three) years and AMC / ATS Period of 2 (Two) Years (if Contracted).
- 8.2. The detailed scope of work shall include but not limited to as mentioned in Annexure-2. The bidders are requested to go through the complete RFP document thoroughly. The obligation/responsibilities mentioned elsewhere in the document, if any, shall be an integral part of the scope.
- 8.3. Bank reserves the right to increase or decrease the quantum of purchase by 25% during the contract period in respect to the quantity specified in this tender at the same rate arrived at on the Terms and Conditions of this tender.

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9. Project Management Framework:

The Bidder is required to submit a Project Management & Governance plan during the bid process for the entire contract period as per the Scope of this RFP. Project Management activities will be carried out by Bidder with support from the Bank as required. The Bidder should follow an industry standard Project Management methodology.

The plan will be submitted by the successful bidder to the Bank and acceptable to the Bank.

The successful Bidder shall develop and implement a governance mechanism to institutionalize and provide effective approach towards planning, organizing, implementing, delivering, supporting, and monitoring of the service performances as per Scope of Work to support its business requirements and objectives.

10. Third Party Co-ordination Services:

The Bank has various 3rd party service providers for managing IT Applications, Infrastructure, and Network & Security Operation Services. Bidder must provide 3rd party coordination services to ensure proper coordination, timely support, resolution, and seamless operations. The following activities will form a part of the job responsibilities but not limited to:

- a. Coordinate with the 3rd party service providers or OEM which affects the Core Infrastructure, Network operations, and In-scope Applications & Interfaces for support services.
- b. Co-ordinate with any new Service provider on boarded during the contract period which affects the Core Infrastructure, Network, and In-scope Applications for support services.
- c. Logging call and tickets, co-ordination, and follow-up with the service providers, OEM and vendors.
- d. Strictly follow escalation matrix whenever required to resolve any tickets.
- e. Provide Root Cause Analysis (RCA) document whenever required. In case of involvement of multiple stakeholders, Selected Bidder to ensure co-ordination and active participation in providing the RCA.
- f. AMC, ATS, License and Warranty Support Tracking.

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Section -C Deliverables & Service Level Agreements (SLAs)

1. Supply, Installation, Implementation, Commissioning and its Acceptance:

- 1.1. Bank intends to procure Trend Micro Deep Security Solution & Deep Discovery Analyzer for Servers at DC & DRC. Hence, the bidder shall suggest/recommend and quote for all the required HW, SW & Appliance which includes Management Server, Database License etc. to our bank based on their experience & industry practice. The justification of sizing of HW & Appliance etc. along with the requisite certificate/confirmation from the OEM to be furnished with the Technical Bid. It is to be noted that the L1 arrival will be based on the TCO quoted by the bidder. The requirements suggested and quoted by bidder should be adequately sufficient during the entire contract period for smooth running of the solution and meet all RFP terms & conditions including Uptime. If circumstances warrant for any additional requirements, it should be provided by the bidder during the contract period without any additional cost to the Bank.
- 1.2. Currently, Bank requires Solution for 800 Servers and it should be scalable upto 1000 Servers during the contract period. Accordingly, scaling of the HW, SW & appliance etc to be sized by the bidder.
- 1.3. Bank shall provide the address and contact details for delivery of required hardware/software items for implementation of Server Security Solution with Advanced Security features while placing the order.
- 1.4. Time Schedule:
 - 1.4.1. Supply of HW, SW, Appliance/s, and Antivirus Licenses: Within Four Weeks from the date of acceptance of Purchase Order.
 - 1.4.2. Installation & Implementation: Within Eight Weeks from the date of acceptance of Purchase Order. Installation & Implementation of the entire solution (including agent installation in the servers and DDAN installation) to be done by the OEM only. The successful bidder to ensure the same with a proper plan and coordination with OEM.
- 1.5. The Installation will be deemed as incomplete if any component of the HW,SW, Appliance & AV Licenses etc. is not delivered or is delivered but not installed and / or not operational or client installation not complete in all the servers at

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both DC & DRC or not acceptable to the Bank after acceptance testing/examination. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted and the warranty period will not commence. The installation will be accepted only after complete commissioning of solution.

- 1.6. Acceptance shall be after 30 days of successful working from the date of successful installation and commissioning of all the ordered items in each location. Acceptance shall be carried out by the Bank.
- 1.7. Commissioning of the entire solution will be complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this Tender.
- 1.8. Acceptance payment shall be paid against completion of Acceptance test of all the ordered materials at the ordered locations duly certified by bank's officials in the Acceptance Test report along with Acceptance payment claim letter.
- 1.9. Bank will evaluate the offered Solution implemented by the bidder, if during the implementation period, the offered Solution experiences no failures and functions according to the requirements of the RFP, as determined by the Bank; the Solution shall be considered accepted by the Bank.
- 1.10. The warranty will cover all supplied components includes software and will start after project acceptance & Signoff.
- 1.11. The Bank and/or its nominated officials/consultants may carry out pre-dispatch inspection (before delivery) or post-dispatch inspection (before acceptance of the solution) of all ordered equipment or any part thereof. The bank will have the discretion to conduct pre-dispatch/post-dispatch inspection at their discretion. The Bank will not pay any additional charges to the bidder for conducting such inspection. The successful bidder (vendor) shall cooperate with the bank and their officials/appointed consultants in conducting of the inspection/s.

2. Integration & Interfaces:

- 2.1. The Selected Bidder has to work with different application vendors in order to integrate new solution to the existing workload or new workloads during contract period.

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2.2. The Selected bidder has to work with Bank Teams, SI's of Bank & OEMs to understand the policies requirement and configurations of respective applications for the offered solution.

3. Security:

3.1. The selected bidder has to use standard procedures like hardening, dedicated configuration in order to comply with security standards including cyber security.

3.2. The Bank will not provide any remote session and direct internet connectivity to the equipment in terms of support which may leads to the vulnerabilities in the system.

3.3. The Bank may conduct Cyber Security Audit/ System Audit/ Configuration Review for the proposed solution after complete implementation.

3.4. The selected bidder has to do necessary changes in the configuration directed by security team of the bank after security audits like VAPT, Configuration Audit etc. without disturbing the production and existing backed up copies.

3.5. Any kind of change like update, upgrades etc. in the system after complete installation during the contract period shall not attract any commercials.

4. Uptime:

4.1. The bidder shall guarantee a 24x7 availability with monthly uptime of 99.90% for the solution as specified in Scope of Work - Annexure 2, during the period of the Contract and also during AMC/ATS, if contracted, which shall be calculated on monthly basis.

4.2. The "Uptime" is, for calculation purposes, equals to the Total Contracted Hours in a month less Downtime. The "Downtime" is the time between the Time of Failure and Time of Restoration within the contracted hours. "Failure" is the condition that renders the Bank unable to perform any of the defined functions on the Solution. "Restoration" is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same.

4.3. If the Bidder is not able to attend the troubleshooting calls on solution working due to closure of the office/non-availability of access to the solution, the response time/uptime will be taken from the opening of the office for the

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purpose of uptime calculation. The Bidder shall provide the Monthly uptime reports during the warranty period and ATS period, if contracted.

4.4. The Downtime calculated shall not include any failure due to bank, third party and Force Majeure.

5. Penalties/Liquidated Damages:

5.1. Penalties/Liquidated damages for delay in Delivery and Installation/ Implementation of Delivery & Software would be as under:

- a. Non-compliance of the Supply /Delivery clause will result in the Bank imposing penalty of 0.50% on delay in delivery per week or part thereof, as per clause 1.4.1 of this Schedule, on the value of the undelivered item as per PO per location/office address wise.
- b. Non-compliance of the Installation, Configuration and Implementation will result in the Bank imposing penalty of 0.50% on delay on installation per week or part thereof, as per clause 1.4.2 of this Schedule, on the total value of the order.
- c. However the total Penalty/LD to be recovered under above clauses 5.1.a and 5.1.b shall be restricted to 5% of the total value of the order.

5.2. Penalties/Liquidated damages for not maintaining uptime :

- a. If the bidder fails to maintain the guaranteed uptime, Penalty for uptime will be deducted as under:

Level of availability calculated on monthly basis	Penalty amount
99.90% to 100%	No Penalty would be deducted
98.90% to < 99.90%	0.10% on total order value for every hour or part thereof.
97.90% to < 98.90%	0.20% on total order value for every hour or part thereof.
96.90% to < 97.90%	0.30% on total order value for every hour or part thereof.
95.00% to < 96.90%	0.50% on total order value for every hour or part thereof.
< 95.00%	1.00% on total order value for every hour or part thereof.

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- b. The maximum penalty levied shall not be more than the 5% of the total order value.
- c. If monthly uptime is less than 95%, the Bank shall levy penalty as above and shall have full right to terminate the contract under this RFP or AMC/ATS, if contracted. The right of termination shall be in addition to the penalty. The above penalty shall be deducted from any payments due to the bidder (including AMC/ATS payments).

5.3. Penalties/Liquidated Damages for non-performance:

If the specifications of the RFP are not met by the bidder during various tests, the bidder shall rectify the same at bidders cost to comply with the specifications immediately to ensure the committed uptime, failing which the Bank reserves its right to invoke the Bank Guarantee.

- 5.4. The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.
- 5.5. All the above LDs are independent of each other and are applicable separately and concurrently.
- 5.6. LD is not applicable for the reasons attributable to the Bank and Force Majeure.
- 5.7. The percentage uptime is calculated on monthly basis as follows:

$$\frac{\text{(Total contracted hours in a month - Downtime hours within contracted hours)}}{\text{Total contracted hours in a month}} \times 100$$

Contracted hours of a month = No. of days in that month X 24 Hours.

6. Training:

- 6.1. The Selected Bidder has to provide Post Implementation Training for the proposed Solution (Deep Server Security Solution and Deep Discovery Analyser) from OEM directly at their location / Training Centre in Bengaluru. Post Implementation Training Charges to be quoted by the bidder in Bill of Material and the same will be paid by the Bank after successful completion of training.

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- 6.2. Every year during the contract period, the selected bidder has to provide training to 10 people nominated by Bank.
- 6.3. Duration should not be less than 2 days.
- 6.4. The Selected Bidder also has to be provide Training by OEM to 10 people every year at Bangalore for the subject solution for 2 days without any additional cost to the Bank.
- 6.5. The Selected Bidder has to arrange the onsite-classroom training with workstations and required necessary amenities to facilitate the training.
- 6.6. Trainer/s should be well experienced in the proposed solution.
- 6.7. Location of the Training must be in Bengaluru only.
- 6.8. The Selected Bidder should include hand-on training and study material to be provided to all participants.

7. Onsite Resources:

- 7.1. The Bidder has to quote for cost of one resident L1 & one L2 engineer (onsite resources) from OEM for the period of 5 years. Resident engineer/s must have relevant solution certification and working experience of at least 3 years. Availing Onsite Resources is an Optional Item.
- 7.2. The deployment of engineer/s - L1, L2 at DC, Bangalore or DR, Mumbai is at the discretion of the Bank. The Bank may take resources at DC & DR at their discretion. However, the cost of resources for five years shall be taken into account in arriving at TCO as per Bill of Material.
- 7.3. The Onsite Resource should manage day to day working of the proposed Deep Server Security Solution along with Deep Discovery Analyzer.
- 7.4. The timings of the engineer will be morning 9 am to evening 6 pm on all bank working days of the Bank. However, the services of engineer should be available on major operations / critical operations (including DR Drill activities) including maintenance activities planned by the Bank even if it is on non-working days of bank and at any point of time.
- 7.5. The Bidder has to provide KYC Document of the resident engineer/s, if engaged by Bank.

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- 7.6. The Resident engineer/s will be responsible for end to end maintenance of the complete Project, attending the complaints and will be Single Point of contact on 24x7x365 basis during contract tenure.
- 7.7. Support should include advising & helping the Bank in implementing controls for the risk advised by regulators/Govt. of India.
- 7.8. Resident engineer should provide support for resolving the issues related to virus attacks, security threat, signature updates, daily updates, product related issues and any other issues to the Bank as per SOW/SLA at no extra cost. The L-2, L-3 support should be raised to OEM at no extra costs.
- 7.9. The Support should be for an unlimited number of incidents reported to them and provides a practical solution to resolve the issue. The support should be provided in person. All escalations will be attended / responded-promptly not later than 1 hour of reporting.
- 7.10. Bidder is responsible for providing Onsite Incident Management of any Virus/ worm/malware issues reported from Servers or any end point of the Bank. Bidder is responsible for providing practical solution for resolution of the issues and implementation of the same to resolve the issue. If the Issue requires OEMs technical persons/ product developer etc intervention, Bidder has to take up suitability with the appropriate level at OEM and obtain the solution and implement it for resolution of the issue. If the analysis of the issue requires log submission, SI will submit the same for further analysis in consultation with the Bank.
- 7.11. Bidder should help Bank in resolving any security observations as per the IS policy of the bank.
- 7.12. In case the resources goes on leave/absent or on holidays, replacements having equivalent or more experience and qualification has to be arranged by the Bidder to ensure that regular functioning of the branch/office does not hamper. In case replacements are not arranged, bank shall pay only the proportionate amount of Resident resource charges during the particular month.
- 7.13. It is to be noted that the bidder should quote for resource/s as per BOM and ensure that the resource/s are available as per RFP terms and after taking into consideration of leaves, holidays of the bidder organization. That is, if a resource avails his eligible leave like CL, PL & SL etc. or go on leave for

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festival/regular holidays of the bidder’s organization, it is the responsibility of the bidder to substitute / place a resource in his place and not eligible for any additional payment/resource cost.

7.14. Bank shall also impose a penalty of ₹. 1000/- per day from the Resident resource charges payable to the Bidder for that quarter for the absence period.

7.15. However, total penalty under clause 7.14 will be limited to 50% of the total charges payable for Resident Resource charges for that quarter.

8. Payment terms:

8.1. Payment schedule will be as under:

Hardware:

No.	Payment Stages	Percentage of Payment	Condition/Remarks
a.	Delivery	40%	After complete delivery of all hardware. Please note that originals of invoices (plus one copy) reflecting taxes & duties, proof of delivery duly signed by Bank officials of the respective branch/office should be submitted while claiming payment in respect of orders placed.
b.	Installation, Implementation and Commissioning	30%	After successful installation, implementation & commissioning of all Hardware & Software items supplied as per Scope of Work. The Bidder has to submit installation reports duly signed by the Bank officials of the respective locations, while claiming payment. The invoice and installation report should contain the product serial number of the items supplied.

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c.	Acceptance	20%	After project completion and project acceptance & signoff given by Bank's officials.
d.	Warranty	10%	10% of the hardware cost shall be paid only after completion of Warranty period of Three years
e.	AMC		Quarterly in arrears after completion of Warranty period of 3 years if contracted.

Licenses for Deep Security:

No.	Payment Stages	Percentage of Payment	Condition/Remarks
a.	Delivery	70%	After complete delivery of all software. Please note that originals of invoices (plus one copy) reflecting taxes & duties, proof of delivery duly signed by Bank officials of the respective branch/office should be submitted while claiming payment in respect of orders placed.
b.	Installation, Implementation and Commissioning	20%	After successful installation, implementation & commissioning of all Software items supplied as per Scope of Work. The Bidder has to submit installation reports duly signed by the Bank officials of the respective locations, while claiming payment. The invoice and installation report should contain the product serial number of the items supplied.
c.	Acceptance	10%	After project completion and project acceptance & signoff given by Bank's officials.

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d.	ATS		Quarterly in advance after completion of 3 years from the project sign-off or acceptance if contracted.
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All Other Software (if any):

No.	Payment Stages	Percentage of Payment of Order Value	Condition/Remarks
a.	Delivery	70%	After complete delivery of all other software .Please note that originals of invoices (plus one copy) reflecting taxes & duties, proof of delivery duly signed by Bank officials of the respective Branch/office should be submitted while claiming payment in respect of orders placed.
b.	Installation, Implementation and Commissioning	20%	After successful installation, implementation & commissioning of all Hardware & Software items supplied as per Scope of Work. The Bidder has to submit installation reports duly signed by the Bank officials of the respective locations, while claiming payment. The invoice and installation report should contain the product serial number of the items supplied.
c.	Warranty	10%	10% of the all other software cost shall be paid only after completion of Warranty period of Three years.
d	ATS		Quarterly in advance after completion of 3 years of Warranty Period.

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- 8.2. Charges for Resident Engineer (if engaged by Bank) will be paid quarterly in arrear basis and on production of invoices duly approved by Bank's Officials.
- 8.3. 100 % Training Charges for first year will be paid after completion of Training and on production of invoices duly approved by Bank's Officials as per Para 6 of this Schedule. Please note that the training for subsequent years should be provided without any additional cost to the Bank.
- 8.4. 100 % of Implementation charges will be paid after project sign-off or acceptance by the Bank.
- 8.5. Bank will release the payment on completion of activity and on production of relevant documents/invoices. Please note that Originals of invoices (plus One Copy) reflecting Taxes & Duties, Proof of delivery/acceptance certificate duly signed by Bank officials should be submitted while claiming payment in respect of orders placed.
- 8.6. Bank will not pay any amount in advance.
- 8.7. Payment shall be released within 30 days of submission undisputed invoices & relevant documents as per RFP terms.
- 8.8. The bank shall finalize the installation and Acceptance format mutually agreed by the bidder. The bidder shall strictly follow the mutually agreed format and submit the same for each location wise while claiming installation and acceptance payment.
- 8.9. The payments will be released through NEFT / RTGS after deducting the application LD/Penalty, TDS if any, by centrally by Head Office at Bengaluru and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code.

9. Software, Drivers and Manuals:

All related documents, manuals, catalogues and information furnished by the bidder shall become the property of the Bank.

10. Warranty:

- 10.1. The Bidder warrants that the Hardware/Appliance/ Software/Solution/AV Licenses will be free of defects in workmanship and materials for a period of

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time consistent with industry standards and the nature of the Software (“Warranty Period”).

- 10.2. The Bidder has to provide comprehensive on-site replacement warranty for a period of 3 years from the date of acceptance of the Solution and Sign Off by the Bank.
- 10.3. The entire equipment/ hardware (including OS)/appliance & software/ AV Licenses deployed for this project shall be under comprehensive on-site warranty covering all parts including the updates, minor update of software, maintenance or support for its proper operation, performance and output as specified in the tender technical specifications for a period of three years from the date of acceptance of the solution.
- 10.4. The Warranty Period for the Software/Solution will commence when the Bank has accepted the Solution in production.
- 10.5. If the Software/Solution does not perform in accordance with the contract during the Warranty Period, then the Bidder shall take such steps as necessary to repair or replace the Solution. Such warranty service shall be provided at the Vendor’s expense and shall include all media, parts, labour, freight and insurance etc.
- 10.6. If any defect in the Software/Solution is not rectified by the Bidder before the end of the Warranty Period, the Warranty Period shall be extended until, in the opinion of the Bank: a) the defect has been corrected; and b) the Software/Solution functions in accordance with the Contract for a reasonable period of time.
- 10.7. Despite any other provision, the Bank, may return a defective Software/Solution to the Bidder within ten (10) days of delivery of the Software/Solution and the Bidder shall immediately provide full exchange or refund. For the purpose of this section, “defective Solution” includes, but is not limited to: a) broken seals; b) missing items; and c) Software that are not the most current version at the time of shipping.
- 10.8. The Bidder shall provide support to the Bank for assistance with the operation of the Software/Solution in respect of L3 calls.

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11. Annual Maintenance Contract(AMC)/Annual Technical Support(ATS):

- 11.1. The Bank, at its discretion may enter into Annual Maintenance Contract (AMC)/Annual Technical Support (ATS) of hardware/appliance and software/ AV licenses etc. supplied by the bidder after completion of respective warranty period.
- 11.2. Support for maintenance of Hardware/appliance, software (including OS and software license)/ AV licenses and other Items supplied should be available for a minimum period of 5 years from the date of installation.
- 11.3. The Bank will pay AMC/ATS charges after the end of warranty period. AMC payment shall be released quarterly in arrears & ATS payment will be released quarterly in advance after satisfactory completion of service during the period and submission of reports along with the invoices.
- 11.4. During the Warranty and AMC/ATS (if contracted) period, the Bidder should extend the On Site Service Support if required. The scope of Warranty and AMC/ATS (if contracted) shall include:
 - i. Rectification of Bugs/defects if any.
 - ii. Preventive Maintenance quarterly.
 - iii. Maintenance of hardware, Software and Other Items including Software.
- 11.5. It may be noted that the Bank reserves the right to demand additional performance Bank Guarantee to the tune of 10% of the value of the Purchase Order, if AMC/ATS charges quoted by the bidder are abnormally low (below 5% of the cost). The Bank has discretion to consider such offer or for seeking clarification from the bidder to decide for consideration. This Bank Guarantee will be towards contractual/AMC obligations of the bidder. Bidder shall quote the charges of AMC/ATS as per the Bill of Material. This Bank guarantee shall be submitted within 15 days from the date of acceptance of the order which shall cover warranty and AMC/ATS period with a claim period of 3 months. The bidder has to submit this Bank guarantee in addition to the Security Deposit/Bank Guarantee as specified in RFP. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and warranty period.

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12. Scope Involved During Warranty and AMC Period (if contracted):

During the period of contract up to completion of Warranty and also during annual maintenance (if contracted), the bidder shall do the following:

- 12.1. If any updates & upgrades provided by the OEM wrt Software/AV Licenses / Hardware/ Solution, it should be provided, installed & configured by the Selected bidder during Warranty and AMC support [If contracted] without any additional cost to the Bank.
- 12.2. Any corruption in the Software/Hardware or media shall be rectified during the full period of the contract including Warranty and AMC, if contracted, at no extra cost to the Bank.
- 12.3. The system spare parts/services should be available as and when required by the Bank. Complete maintenance of the Hardware, Software and other Items during warranty period and AMC (if contracted), shall be supported for a period to be specified by the bank.
- 12.4. The support shall be given in person only.
- 12.5. Only licensed copies of Software / Antivirus / Licenses shall be supplied and ported in the Hardware, Software and other Items. The bidder shall grant an irrevocable perpetual license to the Bank to use the software. Further, all software supplied shall be of latest version.
- 12.6. The bidder shall provide centralized complaint booking facility to the bank and the dash board, if available, to the Bank. The method of booking complaints shall be E-mail, Toll-free no, on line portal, web, etc.

13. Mean Time Between Failures (MTBF):

If during the warranty period and AMC/ATS period [If contracted], any hardware and/or software items fails on three or more occasions in a quarter, such hardware/software items shall be replaced by equivalent / superior new hardware/software items by the bidder at no additional cost to the Bank.

14. Subcontracting:

14.1. During Implementation:

The bidder/OEM is not permitted to subcontract the implementation of in-scope solutions to other organizations.

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14.2. During Operations:

The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of the Bank.

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Section-D Bid Process

1. Clarification to RFP and Pre-Bid Queries:

- 1.1. The bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases should seek clarification in writing in the same serial order as that of the RFP by mentioning the relevant page number and clause number of the RFP as per format provided under **Appendix-D**.
- 1.2. All communications regarding points requiring clarifications and any doubts shall be given in writing to the General Manager, Karnataka Gramin Bank, Canara RRBs CBS Project Office, 19-19/1, IIIrd Floor, Above Canara Bank Regional Office, Southend Road, Basavanagudi, Bengaluru - 560004 or an email can be sent to apmgroup@kgbk.in by the intending bidders as per the schedule.
- 1.3. No queries will be entertained from the bidders after the above date and time.
- 1.4. No oral or individual consultation will be entertained.

2. Pre-Bid Meeting:

- 2.1. A pre-bid meeting of the intending bidders will be held on the date & time at the venue specified in the Bid Schedule to clarify any point/doubt raised by them in respect of this RFP. No separate communication will be sent for this meeting.
- 2.2. If the meeting date is declared as a holiday under NI Act by the Government after issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested bidders shall be present during the scheduled time. In this connection, Bank will allow maximum of Two (2) representatives from each Bidder to participate in the pre-bid meeting.
- 2.3. Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 2.4. Bank will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the Bidders in the meeting.

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2.5. The Bank will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's website <https://karnatakagraminbank.com/>, <https://keralaqbank.com/> & no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.

2.6. Non-reply to any of the queries raised by the vendors during pre-bid Meeting shall not be considered as acceptance of the query/issue by the Bank.

3. Amendment to Bidding Document:

3.1. At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by amendment.

3.2. Notification of amendments will be made available on the Bank's website only <https://karnatakagraminbank.com/>, <https://keralaqbank.com/> and will be binding on all bidders and no separate communication will be issued in this regard.

3.3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for submission of Bids.

4. Bid System Offer:

This is two bid system which has following 3 (Three) parts:

The bids shall be submitted with the following documents in the same sequence without which the tender will be summarily rejected. All the pages in the respective bids should be serially numbered and signed by the authorized person.

The Eligibility, Technical and Commercial Bids should be submitted in "Hard copy physically" and "Soft Copy in pen drive". The soft copy to be shared to the bank email id apmgroup@kgbk.in.

4.1. **Part- A Conformity to Eligibility Criteria:** Indicating their compliance to eligibility criteria. The format for submission of conformity to eligibility criteria is as per **Appendix - A**.

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4.2. **Part-B Technical Proposal:** Indicating the response to the Technical/Functional specification/requirement of subject RFP. The format for submission of technical proposal is as per **Appendix - B**.

4.3. **Part - C Commercial Bid:** Furnishing all relevant information as required as per Commercial Bill of Material as per **Annexure- 15** The format for submission of Commercial Bid is as per **Appendix-C**.

5. Preparation of Bids:

5.1. The bid shall be typed or written in English language with font size of 12 in indelible ink. All the pages in the respective bids should be serially numbered and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall affix signature (not initials) in all pages of the Bids, except for un-amended printed literature.

a) The three parts as stated above, should be placed in three separate envelopes superscripted with 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial bid ' respectively and properly closed and sealed. Thereafter, all the three envelop shall be placed inside another envelope and properly closed and sealed. The final envelope should be superscripted as "**Offer for RFP No. ___/___ dated _____ for**

_____ " (includes separately sealed 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid/Commercial Bid') on the top of the envelope. All the envelopes shall bear the name and complete postal address of the bidder as well as the addressee, namely the **General Manager, Karnataka Gramin Bank, Canara RRBs CBS Project Office, 19-19/1,IIIrd Floor, Above Canara Bank Regional Office, Southend Road, Basavanagudi, Bengaluru - 560004.**

b) All the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be paginated with Name, Seal and Signature of the Authorized Signatory. Bids with erasing/ overwriting/ cutting without authentication may be liable for rejection. Authorization letter for signing the Bid documents duly signed by Company's Authorized signatory should be submitted.

5.2. Part - A Conformity to Eligibility Criteria:

a) Before submitting the bid, the bidders should ensure that they confirm to the

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eligibility criteria as stated in Annexure- 1 of RFP. Only after satisfying themselves of the eligibility, the offer should be submitted.

- b) The Conformity to Eligibility Criteria as per Annexure- 1 among others must contain Demand Draft towards the Application Money (Tender Fee), signed Integrity Pact (as per Appendix -I) and EMD/Bank Guarantee in lieu of EMD (as per Appendix -F) / Bid Security Letter as per Appendix-H of this document. The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for, as per Appendix-A.
- c) The Placement of Application Money, EMD/Bank Guarantee in lieu of EMD/ Bid Security Letter and Integrity Pact other than Part A-Conformity to Eligibility Criteria will make the bid liable for rejection.
- d) After ensuring the above, it shall be place inside a separate envelope and sealed and superscripted on the top of the cover as "PART A-Conformity to Eligibility Criteria for RFP No. ___/___ dated _____ for _____".

5.3. Part - B Technical Proposal:

- a) Technical Proposal should be submitted as per the format in Appendix-B. Relevant technical details and documentation should be provided along with Technical Proposal.
- b) The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.
- c) If any part of the technical specification offered by the bidder is different from the specifications sought in our RFP, the bidder has to substantiate the same in detail the reason for their quoting a different specification than what is sought for, like higher version or non-availability of the specifications quoted by us, invariably to process the technical offer.
- d) The Bank shall not allow/ permit changes in the technical specifications once it is submitted.
- e) The relevant product information, brand, and model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the Offer. Failure to submit this information along with the offer may result in disqualification.

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- f) The Technical Proposal should be complete in all respects and contain all information sought for, as per Appendix-B. Masked Bill of Material must be attached in Technical Offer and should not contain any price information. The Part B-Technical Proposal should be complete and should cover all products and services. Technical Proposal without masked Bill of Materials will be liable for rejection.
- g) Masked Bill of Material which is not as per below instruction will make Bid liable for rejection:
 - i. Should be replica of Bill of Material except that it should not contain any price information (with Prices masked).
 - ii. It should not provide any price information like, unit price, tax percentage, tax amount, AMC/ ATS charges, Implementation Charges etc.
- h) After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscripted on the top of the cover as "PART - B Technical Proposal for RFP No. ___/___ dated _____ for _____".

5.4. Part - C Commercial Bid:

- a) Commercial Bid should be submitted as per the instruction in Appendix- C.
- b) Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. Bill of Material should give all relevant price information as per Annexure- 15. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.
- c) Under no circumstances the Commercial / Un-masked Bill of Material should be kept in Part-A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) Covers. The placement of Bill of Material in Part A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) covers will make bid liable for rejection.
- d) The Masked Bill of Material must be attached in Technical Proposal and Un-Masked Bill of Material in Commercial Bid. The format will be identical for both Technical Proposal and Commercial Bid, except that the Technical

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Proposal should not contain any price information (with Prices masked). Any change in the Bill of Material format may render the bid liable for rejection.

- e) Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- f) Any change in the Bill of Material format may render the bid liable for rejection. The Commercial Bid that are incomplete or conditional are liable to be rejected.
- g) The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank.
- h) After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscripted on the top of the cover as "PART C - Commercial Bid for RFP No. ___/___ dated _____ for _____".

6. Application Money:

- 6.1. This document can be downloaded from Bank's website <https://karnatakagraminbank.com/>, <https://keralagbank.com/> and <https://canarabank.com/>. In that event, the bidders should pay the Application Fee (Non-Refundable) as mentioned in Bid Schedule towards tender document by means of DD drawn on any scheduled Commercial Bank other than Karnataka Gramin Bank and Kerala Gramin Bank in favour of Karnataka Gramin Bank, payable at Ballari, Karnataka and submit the same along with Part A-Conformity to Eligibility Criteria.
- 6.2. Submission of the Application Money in other than "Part-A-Conformity to the Eligibility Criteria" is liable to be rejected on grounds of non-payment of the Application Money.
- 6.3. The Bidder shall bear all costs associated with the preparation and submission of the Bid and Bank will not be responsible for the costs, regardless of the conduct or outcome of the bidding process. The Bank is not liable for any cost incurred by the Bidder in replying to this RFP. It is also clarified that no binding relationship will exist between any of the respondents and the Bank until the execution of the contract.

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7. Earnest Money Deposit (EMD) / Bank Guarantee in lieu of EMD:

- 7.1. The bidder shall furnish Non Interest Earning Earnest Money Deposit (EMD) amount as mentioned in the Bid Schedule by way of Demand Draft drawn on any Scheduled Commercial Bank in India other than Karnataka Gramin Bank and Kerala Gramin Bank in favour of Karnataka Gramin Bank, Payable at Bellary and should be kept along with the Part A - Conformity to Eligibility Criteria.
- 7.2. In case the EMD is submitted in the form of Bank Guarantee the same should be valid for the minimum period of 6 months with additional claim period of 3 months from the last date for submission of offer. Bank at its discretion can demand for extension for the validity of EMD. The format for submission of EMD in the form of Bank Guarantee is as per Appendix F.
- 7.3. The Bank Guarantee issued by issuing Bank on behalf of Bidder in favour of Karnataka Gramin Bank shall be in paper form as well as issued under the “Structured Financial Messaging System” (SFMS). Any Bank Guarantee submitted in physical mode, including EMD/Bid Guarantee which cannot be verifiable through SFMS will be rejected summarily.
- 7.4. Submission of EMD in other than Part A Conformity to Eligibility Criteria envelope is liable to be rejected on grounds of non-submission of EMD.
- 7.5. The EMD of the bidders not qualified under Part A- Conformity to Eligibility Criteria will be returned within 15 days after opening the Technical Proposals of the bidders under Part A - Conformity to Eligibility Criteria. The EMD of the bidders not qualified under Part B - Technical Proposal will be returned within 15 days after opening the Commercial Bid of the Technically Qualified Bidders. The EMD of the Technical Qualified bidders will be returned upon the selected bidder accepting the order and furnishing the Performance Bank Guarantee.
- 7.6. The EMD may be forfeited / Bank Guarantee may be invoked :
 - i. If the bidder withdraws or amends the bid during the period of bid validity specified in this document.
 - ii. If the selected bidder fails to accept the purchase order within 7 days for fails to sign the contract or fails to furnish performance bank guarantee in accordance with the terms of the RFP.

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8. Make and Models:

It is mandatory to provide make & model of all the items and their subcomponents as has been sought in the Technical Bill of Material. The Offer may not be evaluated and/ or will be liable for rejection in case of non-submission or partial submission of make, model of the items offered. Please note that substituting required information by just brand name is not enough. Bidder should not quote technology, hardware, software etc., which is already End of Sale. Bidder also should not quote technology/ hardware/software etc., which are impending End of Sale in 2 years from the date of submission of bid.

9. Software Version:

The bidder should ensure usage of latest licensed software with proper update/patches and their subcomponents as has been sought in the technical/functional requirements. The Offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of Software Version of the items offered. Please note that substituting required information by just software name is not enough. Bidder should not quote Software which is already End of Sale. Bidder also should not quote Software which are impending End of Sale in 2 years from the date of Submission of Bid.

10. Documentation:

Technical information in the form of Brochures / Manuals / CD etc. of the most current and updated version available in English must be submitted in support of the Technical Offer made without any additional charges to the bank. The Bank is at liberty to reproduce all the documents and printed materials furnished by the Bidder in relation to the RFP for its own use.

11. Costs & Currency:

The Offer must be made in Indian Rupees (₹) only as per Bill of Material (Annexure-15).

12. Erasure or Alterations:

The Offers containing erasures or alterations, or overwriting may not be considered. There should be no hand-written material, corrections, or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "Ok", "Accepted", "Noted", "as given in brochure/manual" is not acceptable.

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The Bank may treat such offers as not adhering to the tender guidelines and as unacceptable.

13. Assumptions / Presumptions / Modifications:

The Bank would like to expressly state that any assumption, presumptions, modifications, terms, conditions, deviation etc., which the bidder includes in any part of the bidder's response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, presumptions, modifications, terms, conditions deviations etc., have been accepted by the Bank and communicated to the bidder in writing. The bidder later cannot make any plea of having specified any assumption, terms, conditions, deviation etc. in the bidder's response to this RFP document. No offer can be modified or withdrawn by a bidder after submission of bid/s.

14. Submission of Bids:

- 14.1. The Name and address of the Bidder, RFP No. and due date of the RFP are to be specifically mentioned on the Top of the envelope containing Bid.
- 14.2. The bid/s properly superscripted in the manner prescribed in earlier clauses of this RFP should be deposited in the Tender Box on the Date & Time and at the Venue specified in the Bid Schedule.
- 14.3. If the last day of submission of bids is declared as a holiday under NI Act by the Government after issuance of RFP, the next working day will be deemed to be the last day for submission of the RFP. The Bid/s which is/are deposited after the said date and time shall not be considered.
- 14.4. Bids sent through post/courier will not be accepted/evaluated. Bids should be deposited in the Tender Box.
- 14.5. If the envelopes, including the outer envelope is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid's misplacement or premature opening.
- 14.6. The following officials will facilitate in bid related queries and make arrangements for deposit of bid documents.

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First Official	Alternate Official
Manager Karnataka Gramin Bank Canara RRBs CBS Project Office, 19-19/1, IIIrd Floor, Above Canara Bank Regional Office, South End Road, Basavanagudi, Bengaluru - 560 004	Chief Manager Karnataka Gramin Bank Canara RRBs CBS Project Office, 19-19/1, IIIrd Floor, Above Canara Bank Regional Office, South End Road, Basavanagudi, Bengaluru - 560 004

14.7. In case bid documents are too bulky to be placed inside the tender box, arrangements will be made by the above-mentioned officials to receive the tender. However, bidder should reach the venue before the date and time stipulated as per Bid Schedule.

15. Bid Opening:

15.1. The Part A-Conformity to Eligibility Criteria shall be opened, on the date & time and at the Venue specified in the Bid Schedule, in the presence of the Bidder's representative/s who may choose to attend the bid opening.

15.2. Bidder's representative may be present in the place and venue well in time along with an authorization letter in hand for each bid opening under this RFP, as per the format Appendix-E enclosed.

Note: Authorization letter should be carried in person.

15.3. Attendance of all the representatives of the bidders who are present at bid opening will be taken in a register against Name, Name of the Company and with full signature.

15.4. The Bidders may note that no further notice will be given in this regard. Further, in case the bank does not function on the aforesaid date due to unforeseen circumstances or declared as holiday then the bid will be accepted up to 03:00 PM on the next working day and bids will be opened at 03:30 PM at the same venue on the same day.

15.5. The following details will be announced at the time of bid opening.

- i. Name of the Bidders.
- ii. Presence or absence of cost of the Bidding document and Bid security.
- iii. Such other details as the Bank at its discretion may consider appropriate.

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- 15.6. If any of the bidders or all bidders who submitted the tender are not present during the specified date, time, and venue of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the Part A - Conformity to Eligibility Criteria in their absence.
- 15.7. The Part A-Conformity to Eligibility Criteria submitted by the bidder will be evaluated based on the documents submitted as per Appendix -A and Eligibility Criteria stipulated in RFP document. The Part B Technical Proposal of only those bidders who qualified in Part A-Conformity to Eligibility Criteria will be opened with due communication by the bank.
- 15.8. The Commercial Bid of only those bidders who are qualified in Part-B Technical Proposal will be opened for further Tender Process.

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Section -E Selection of Bidder

1. Preliminary Scrutiny:

- 1.1. The Bank will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of RFP, whether the documents have been properly signed, whether items are offered as per RFP requirements and whether technical documentation as required to evaluate the offer has been submitted.
- 1.2. Prior to detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the bidding document. Substantial responsiveness means that the bid conforms to all terms and conditions, scope of work and technical specifications and bidding document is submitted without any deviations.

2. Clarification of Offers:

- 2.1. During the process of scrutiny, evaluation, and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/ any of the bidders on the offer made by them. The bidder must respond to the bank and submit the relevant proof /supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Bank.
- 2.2. The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. Bank's decision with regard to 'minor non-conformity' is final and the waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

3. Evaluation of Bids:

- 3.1. The Bank will evaluate the bid submitted by the bidders under this RFP. The Bid will be evaluated by a committee of officers of the Bank. If warranted, the Bank may engage the services of external consultants for evaluation of the bid. It is Bank's discretion to decide at the relevant point of time.

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3.2. Part - A Conformity to Eligibility Criteria:

The Part A- Conformity to Eligibility Criteria submitted by the bidder will be evaluated based on Eligibility Criteria mentioned in the RFP and on the documents submitted as per **Appendix-A**. The proof of documents submitted by the bidder will be evaluated by the Bank and Bank will seek clarification, if required.

3.3. Part - B Technical Proposal:

- a. The Part B - Technical Proposal of only those bidders who qualified in Part A - Conformity to Eligibility Criteria, will be opened with due communication by the Bank. The Part B- Technical Proposal submitted by the bidder will be evaluated by the Bank based on proof of documents submitted as per Appendix B and Bank will seek clarification, if required.
- b. The Technical Evaluation will be as per Scope of Work of this RFP.
- c. Technical evaluation shall be performed first to identify the list of technically qualified system integrators/service providers/bidders as per the technical evaluation criteria defined in the RFP.
- d. **Bidders must fully comply with requirements. Non-compliance to anyone of the requirements leads to disqualification of the Bidder in Part B - Technical Proposal.**
- e. If any part of the technical specification offered by the bidder is different from the specifications sought in our RFP, the bidder has to substantiate the same in detail the reason for their quoting a different specification than what is sought for, like higher version or non-availability of the specifications quoted by us, invariably to process the technical offer.
- f. The Bank shall not allow/permit changes in the technical specifications once it is submitted.
- g. At the sole discretion and determination of the Bank the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.

3.4. Part C - Commercial Bid:

- a) The Part C - Commercial Bid of only those bidders who qualified in Part B - Technical Proposal will be opened with due communication by the Bank.
- b) The bidders are required to submit commercial bid as per **Annexure-15**
- c) The Commercial Bid - Bill of Material should be as per the format of Bill of

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Material of this RFP. No deviation in the format is accepted.

- d) Commercial Evaluation will be done after giving effect to arithmetical correction, if any as per Bill of Material.
- e) Commercial bids quoted in any other currency than INR will be disqualified.
- f) The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves the right to obtain revised price bids from the bidders with regard to change in RFP clauses. The Bank reserves the right to accept any bid in whole or in part.

4. Bidders Presentation/Site Visits/Product Demonstration/POC:

- 4.1. The Bank reserves the right to call for a presentation on the features and functionalities from those Bidders who have qualified in Part A -Conformity to Eligibility Criteria.
- 4.2. As a Part of Technical Evaluation based on the technical bids submitted by the Bidders, Bank at its discretion may call the Bidders for conducting POC (Proof of Concept) of the in-scope Solutions proposed by them. This exercise will be undertaken before opening of the Commercial Bids of the Bidders whose Part B- Technical proposals has been opened.
- 4.3. Bidders are further required to be in preparedness to demonstrate the proposed solution by arranging for product walk-through at their own installations/ principals/ R&D labs duly meeting the specific requirements/issues raised by the Bank.
- 4.4. The Bank at its discretion call for providing of Proof of Concept (PoC) of proposed solution at the site mutually agreed.
- 4.5. Setting of evaluation criteria for product demonstrations shall be entirely at the discretion of the Bank. The decision of Bank in this regard shall be final and, in this regard, no correspondence shall be entertained.
- 4.6. All expenses incurred in connection with the above shall be borne by the bidder. However, Bank will bear the travelling, boarding, and lodging expenses related to its own personnel and its Consultants, if any.

5. Normalization of Bids:

- 5.1. The Bank may go through a process of technical evaluation and normalization of

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the bids to the extent possible and feasible to ensure that, shortlisted bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that, any of the Bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion request all the technically shortlisted bidders to re-submit the technical and Commercial Bids once again for scrutiny. The resubmissions can be requested by the Bank in the following manner.

- i. Incremental bid submission in part of the requested clarification by the Bank; or
 - ii. Revised submissions of the entire bid in the whole
- 5.2. The Bank can repeat this normalization process at every stage of bid submission till Bank is satisfied. The shortlisted bidders agree that, they have no reservation or objection to the normalization process and all the technically shortlisted bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process.
- 5.3. The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

6. Intimation of Qualified/Successful Bidders:

The Bank will prepare a list of qualified bidders at each stage on the basis of evaluation of Part A- Conformity to Eligibility Criteria, Part - B Technical Proposal and Part C Commercial Bid. The names of qualified bidders at each stage would be announced on the Notice Board/Bank's website /letter/mail. Commercial Bids of only technical qualified bidders shall be opened. Final list of the bidders (L1, L2, L3 etc.,) will be announced as indicated above. No separate intimation will be sent to successful Bidder.

7. Correction of Error in Commercial Bid:

Bank reserves the right to correct any arithmetical errors furnished in the Commercial Bid. If any such errors are noticed it will be rectified on the following basis:

- 7.1. Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.
- 7.2. If there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail, and

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the total price shall be corrected accordingly.

- 7.3. If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
- 7.4. If there is discrepancy in the total arrived at Bill of Material (addition, subtraction, multiplication, division and carryover of amount from one page to another), correct total will be arrived by the Bank and the same will prevail over the total furnished in the Bill of Material.
- 7.5. If there is a discrepancy between words and figures, the rate/ amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case, the amount in figures will prevail, subject to the above two provisions.
- 7.6. If the bidder does not accept the correction of errors, the bid will be rejected.

8. Determination of L1 Price:

- 8.1. L1 Price will be determined after giving effect to arithmetical correction, if any.
- 8.2. The L1 bidder will be determined on the basis of the lowest price quoted in the Commercial Bid.
- 8.3. Bank reserves the right to reject any or all proposals. Similarly, it reserves the right not to include any bidder in the final short-list.
- 8.4. The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves the right to obtain revised price bids from the bidders with regard to change in RFP clauses. The bank reserves the right to accept any bid in whole or in part.
- 8.5. The bidder who is L1 will be referred to as the selected bidder.

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Section -F Ownership & Awarding of Contract

1. Bid Validity Period:

The Offer submitted and the prices quoted therein shall be valid for 180 days from the date of opening of commercial bid. Bid valid for any shorter period shall be rejected by the Bank.

2. Proposal Ownership:

The proposal and all supporting documentation submitted by the bidder shall become the property of the Bank. As the Bidder's proposal is vital to the evaluation and selection process, it is important that, the bidder carefully prepares the proposal as per the prescribed format only. Under no circumstance, the format can be changed, altered or modified. Bidders must provide categorical and factual replies to specific questions. Bidders may provide additional technical literature relating to their proposal but in a separate Annexure. Correct and Current technical details must be completely filled in. The Appendices/Annexures to this RFP shall form integral part of the RFP.

3. Project Ownership:

- 3.1. If the bidder is offering solutions/products from other bidders/principals, as required in this RFP, they shall detail the responsibilities of the parties involved and also submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the project. The bidder must specify any and all relationships with third parties in respect of the ownership and also maintenance & support of all hardware and software related to Solution which are relevant to this RFP.
- 3.2. Ownership letter by the bidder to be submitted (Undertaking letter by the bidder taking the ownership of the project execution) in case third party also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership.
- 3.3. The Bidder also has to submit a certificate/Letter from OEM that the proposed services any other related software/hardware offered by the bidder to the Bank are correct, viable, technically feasible for implementation and it will work without any hassles.

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4. Acceptance of Offer:

- 4.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 4.2. The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.
- 4.3. The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender the RFP with or without modifications. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.
- 4.4. The bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

5. Award of Contract:

- 5.1. Bank will notify the name of the selected bidder/s by displaying in the Notice Board of the Bank.
- 5.2. For award of contract, the clauses mentioned in Section-H shall be applicable in addition to other provisions in the bidding document in this regard
- 5.3. The contract shall, be awarded and the order shall be placed on selected L1 Bidder. Bank may release the order either in Full or in part or place more than one order towards the contract based on project plan.
- 5.4. The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted.
- 5.5. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.
- 5.6. The Shortlisted bidder/s will be required to supply the solution along with the hardware/software to various branches / Offices of the Bank at the rates not higher than the agreed rate finalized under this RFP.

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6. Effective Date:

- 6.1. The effective date shall be date of acceptance of the order by the selected bidder. However, the bidder shall submit the acceptance of the order within seven days from the date of receipt of order. The Bank reserves the right to consider the late acceptance of the order, if any, at its discretion.
- 6.2. Failure to accept the order within seven days from the date of receipt of the order, makes the EMD liable for forfeiture at the discretion of the Bank.

7. Project Execution:

The entire project needs to be completed expeditiously. The Bank and the selected bidder shall nominate a Project Manager each immediately on acceptance of the order, who shall be the single point of contact for the project at Bengaluru. However, for escalation purpose, details of other persons shall also be given. The project manager nominated by the bidder should have prior experience in implementing similar project. Project Kick-Off meeting should happen within 7 days from the date of acceptance of purchase order. The Bidder shall submit a Weekly progress report to the Bank as per format, which will be made available to the selected bidder.

8. Security Deposit / Performance Bank Guarantee:

- 8.1. The successful bidder should submit a Security Deposit / Performance Guarantee as specified in Bid Schedule within 14 days from the date of acceptance of the Purchase Order/Letter of Intent (LOI) or within 21 days from the date of issue of Purchase Order/LOI whichever is earlier.
- 8.2. If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above, penalty at 0.50% for each completed calendar week of delay or part thereof on the total value of the order (Exclusive of Taxes) plus GST will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 5% of the total order value (Exclusive of Taxes) plus GST.
- 8.3. Security Deposit should be submitted by way of DD drawn on Karnataka Gramin Bank payable at Ballari / Bank Guarantee may be obtained from any of the Scheduled Banks (other than Karnataka Gramin Bank).
- 8.4. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Karnataka Gramin Bank shall be in paper form as well as issued under the

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"Structured Financial Messaging System" (SFMS). However, it should be as per Appendix-G. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be summarily rejected.

- 8.5. Security Deposit/Performance Bank Guarantee should be valid for Total Contract Period from the date of last installation and shall be retained till the completion of Contract period. The guarantee should also contain a claim period of Three months from the last date of validity.
- 8.6. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and warranty period.
- 8.7. The security deposit / bank guarantee will be returned to the bidder on completion of Contract Period.
- 8.8. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.

9. Execution of Agreement:

- 9.1. Within 21 days from the date of acceptance of the Purchase Order/LOI or within 28 days from the date of issue of Purchase Order/LOI whichever is earlier, the selected bidder shall sign a stamped "Agreement" with the Bank at Bengaluru as per the format provided by the Bank. Failure to execute the Agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected Bidder.
- 9.2. The Agreement shall include all terms, conditions and specifications of RFP and also the Bill of Material and Price, as agreed finally after Bid evaluation. The Agreement shall be executed in English language in one original, the Bank receiving the duly signed original and the selected Bidder receiving the photocopy. The Agreement shall be valid till all contractual obligations are fulfilled.
- 9.3. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form a part of the Contract Agreement till the conclusion of the contract.

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10. Pricing:

- 10.1. The Price offered to the Bank must be in Indian Rupees inclusive of all taxes but Exclusive of GST (CGST/SGST/IGST). The Vendor has to quote the applicable taxes separately in the Bill of Material.
- 10.2. The item value along with GST should be claimed in the invoice and GST will be paid in actuals at our end.
- 10.3. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the price validity period.
- 10.4. From the date of placing the order till the delivery of the systems, if any changes are brought in the duties such as excise/customs etc., by the Government resulting in reduction of the cost of the systems, the benefit arising out of such reduction shall be passed on to the Bank.
- 10.5. GST will be paid at actuals.

11. Order Cancellation/Termination of Contract:

- 11.1. The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:
 - 11.1.1. Delay in delivery of hardware/software/ services in the specified period.
 - 11.1.2. Serious discrepancies noted in the items supplied during inspection.
 - 11.1.3. Breaches in the terms and conditions of the Order.
- 11.2. The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances:
 - 11.2.1. Non submission of acceptance of order within 7 days of order.
 - 11.2.2. Excessive delay in execution of order placed by the Bank.
 - 11.2.3. The selected bidder commits a breach of any of the terms and conditions of the bid.
 - 11.2.4. The bidder goes in to liquidation voluntarily or otherwise.

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- 11.2.5. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
 - 11.2.6. The progress made by the selected bidder is found to be unsatisfactory.
 - 11.2.7. If deductions on account of liquidated damages exceeds more than 10% of the total contract price.
- 11.3. Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services.
- 11.4. In case the selected bidder fails to conduct an event as per stipulated schedule, the Bank reserves the right to get it conducted by alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days prior notice to the bidder.
- 11.5. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- 11.6. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract.
- 11.7. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

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Section- G General Conditions

1. General Order Terms:

Normally, the Order will be placed on the successful bidder as per the details given in the bid document. But, if there is any change in name/ address/ constitution of the bidding Firm/Company at any time from the date of bid document, the same shall be informed by the bidders to the Bank immediately. This shall be supported with necessary documentary proof or Court orders, if any. Further, if the bidding Firm/Company is undergoing any re-organization/ restructuring/merger/demerger and on account such a change the Firm/Company is no longer performing the original line of business, the same shall be informed to the Bank. There shall not be any delay in this regard. The decision of the Bank to place orders or otherwise under such situation shall rest with the Bank and the decision of the Bank is final.

Purchase order shall be issued by Karnataka Gramin Bank (KaGB) as a coordinating bank. The selected bidder shall raise invoices either on KaGB or Kerala Gramin Bank (KGB) or on both the banks at the ratios indicated by coordinating bank at the time of issuing purchase order or at the time of raising the invoices.

2. Roles and Responsibilities during Project Implementation:

- 2.1. All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning, monitoring and maintenance during warranty and AMC etc., shall be provided by the Bidder at no extra cost to the Bank for completing the scope of work as per this RFP.
- 2.2. The selected Bidder shall take all steps to ensure safety of Bidder's and the Bank's personnel during execution of the contract and also be liable for any consequences due to omission or act of the selected bidder or their sub-bidders.
- 2.3. In case of any damage of Bank's property during execution of the work is attributable to the bidder, bidder has to replace the damaged property at his own cost.
- 2.4. The selected bidder has to execute an Undertaking of Authenticity for Hardware/Software items as per Annexure- 18.

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3. Responsibilities of Selected Bidder:

- 3.1. The Selected bidder has to inform change in the management of the company, if any, to the Bank within 30 days from the date of such change during warranty and AMC period.
- 3.2. The Bank will call for Audited Balance Sheet of the selected Bidder at any point of time during warranty and AMC period and the selected Bidder shall provide the same.
- 3.3. The selected bidder shall submit updated Escalation Matrix for the product/services on a Half-Yearly basis as at the end of 31st March and 30th September during warranty and AMC period.

4. Human Resource Requirement:

The selected Bidder by executing the agreement shall be deemed to have unconditionally agreed as under:

- 4.1. The selected bidder shall provide a contingent of well-trained personnel and extend necessary mentoring & operational support to the intermediary network of agents, etc. as part of the solution/service.
- 4.2. The selected bidder shall confirm that every person deployed by them on the project has been vetted through a third-party background check prior to their engagement. The Bidder shall manage the activities of its personnel or others engaged in the project, etc. and shall be accountable for all the personnel deployed/ engaged in the project.
- 4.3. In case the performance of the Bidder/their CSP/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, The selected Bidder shall have to replace the said person within the time limits stipulated by the Bank. Where the Bidder fails to comply with the Bank's request, the Bank may replace the said person or their agents/ employees on its own.
- 4.4. No right to employment in the Bank shall accrue or arise to the employees or agents of the Bidder, by virtue of engagement of employees, agents, etc. of the selected Bidder for any assignment under this project. It is further clarified that the arrangement herein with the Bidder is a contract for service.
- 4.5. The selected Bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for all critical activities.

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4.6. The selected Bidder shall extend all of the outsourced banking and financial services by deploying such personnel that have high integrity and meet the qualifications and other criteria stipulated by the Reserve Bank of India, Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948.

5. Responsibility for Completeness:

5.1. The selected bidder shall ensure that the Solution provided [Hardware/ Software/licenses etc.] meets all the technical and functional requirements as envisaged in the scope of the RFP.

5.2. The selected bidder shall deliver, install the equipment, and port the software, and arrange for user level demo at bidder's cost as per accepted time schedules. The selected bidder is liable for penalties levied by the Banks for any deviation in this regard. The bidder shall provide for all drivers/software required to install, customize, and test the system without any further charge, expense, and cost to Bank.

5.3. The selected bidder shall be responsible for any discrepancies, errors and omissions or other information submitted by him irrespective of whether these have been approved, reviewed, or otherwise accepted by the banks or not. The selected bidder shall take all corrective measures arising out of discrepancies, error and omission other information as mentioned above within the time schedule and without extra cost to the banks.

6. Inspection of Records:

Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts and records including Hardware, Software, licenses and services provided to the Bank under this RFP and the vendor shall extend all cooperation in this regard.

7. Negligence:

In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to

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the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder.

8. Assignment:

- 8.1. The vendors shall not assign to anyone, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's prior written consent.
- 8.2. If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP/Agreement shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the bank and vendor under this RFP.

9. Publicity:

Any publicity by the bidder in which the name of the Bank is to be used will be done only with the explicit written permission of the Bank.

10. Insurance:

The Hardware to be supplied will be insured by the bidder against all risks of loss or damages from the date of shipment till such time, the same is delivered and installed at site and handed over to the Bank/Office. The Bidder has to obtain transit insurance cover for the items to be delivered from their factory/godown to the location and such insurance cover should be available till installation of the Solution and other items.

11. Guarantees:

The bidder should guarantee that the hardware items delivered to the Bank are brand new, including all components. In the case of software, the bidder should guarantee that the software supplied to the Bank includes all patches, updates etc., and the same are licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation.

12. Intellectual Property Rights:

- 12.1. Bidder warrants that the inputs provided shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other

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intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. The bidder should ensure that the Hardware and Software supplied to the Bank shall not infringe the third-party intellectual property rights, if any. The bidder has to ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as bidder.

- 12.2. In the event that the deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; (b) replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or (c) if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution.
- 12.3. The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.
- 12.4. The bidder acknowledges that business logics, workflows, delegation and decision-making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Hardware/Software.

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13. Confidentiality and Non- Disclosure:

- 13.1. The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking as given in Annexure-7.
- 13.2. No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.

14. Indemnity:

- 14.1. The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:
 - 14.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder.
 - 14.1.2. Any contravention or Noncompliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;
- 14.2. The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Solution and Other Items supplied by them.
 - 14.2.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
 - 14.2.2. The limits specified in the above said clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.

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14.2.3. All employees engaged by the bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the bank be liable for payment or claim or compensation (including but not limited to compensation on account of injury/ death / termination) of any nature to the employees and personnel of the bidder.

14.3. Bidder's aggregate liability shall be subject to an overall limit of the total Cost of the project.

15. Force Majeure:

15.1. The selected bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the selected bidder, i.e. Force Majeure.

15.2. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, pandemic, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation.

15.3. In the event of any such intervening Force Majeure, the Bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the Bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

15.4. In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Banks and the selected Bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.

16. Responsibility of the Bidder:

By submitting a signed bid/response to this RFP the Bidder certifies that:

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- 16.1. The Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition.
- 16.2. The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
- 16.3. No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- 16.4. Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with the banks. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.
- 16.5. The selected bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The selected bidder represents that all software, hardware and services to be supplied in response to this RFP shall meet the requirement of the solution proposed by the selected bidder. The selected bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank. The selected bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfill all the terms and conditions of this RFP.
- 16.6. The bidder should abide by guidelines issued by RBI Master Direction on outsourcing of IT Services.

17. Corrupt and Fraudulent Practices:

- 17.1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders /Suppliers / Contractors observe the highest standard of ethics during

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the procurement and execution of such contracts in pursuance of this policy:

- 17.2. "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution and;
- 17.3. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- 17.4. The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 17.5. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 17.6. The decision of Bank in determining the above aspects will be final and binding on all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.
- 17.7. Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.
- 17.8. The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for implementation of the solution described elsewhere in the document.

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18. Amendments to the Purchase Order:

Once purchase order is accepted by the bidder, no amendments or modifications of order and no waiver of any of the terms or conditions thereof shall be valid or binding unless made in writing and mutually agreed by the parties.

19. Amendments to the Agreement:

Once Agreement is executed with the bidder, no amendments or modifications of Agreement and no waiver of any of the terms or conditions thereof shall be valid or binding unless made in writing and manually agreed by the parties.

20. Modification/Cancellation of RFP:

The Bank reserves the right to modify/cancel/re-tender without assigning any reasons whatsoever. The bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection/cancellation.

21. Social Media Policy:

- 21.1. No person of the bank or the contractors and third parties shall violate the social media policy of the bank.
- 21.2. The following acts on the part of personnel of the bank or the contractors and third parties shall be construed as violation of social media policy:
 - 21.2.4. Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.
 - 21.2.5. Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of social media related systems and procedures.

22. Resolution of Disputes:

All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there-in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint

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arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration shall be Bengaluru, India.

23. Adoption of Integrity Pact:

- 23.1. The Pact essentially envisages an agreement between the prospective Bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.
- 23.2. Only those Bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- 23.3. The Bidders shall submit signed Pre-Contract integrity pact as per annexure attached (hardcopy and softcopy) along with Part-A Eligibility Proposal. Those Bids which are not containing the above are liable for rejection.
- 23.4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.
- 23.5. Bidders to disclose the payments to be made by them to agents/ brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- 23.6. Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the Bidders and exclusion from future business dealings.
- 23.7. The Integrity Pact Agreement submitted by the Bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e., the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.
- 23.8. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the Bidders and exclusion from future business dealings.
- 23.9. Integrity pact shall be signed by the person who is authorized to sign the Bid.

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23.10. The Name and Contact details of the Independent External Monitor (IEM) nominated by the Bank are as under:

Smt. Dolly Chakrabarty, IA & AS (Retd)	Sri. Hem Kumar Pande, IAS (Retd)
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24. Right to Audit:

24.1. The selected Bidder has to get itself annually audited by internal/ external empaneled Auditors appointed by the Bank/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank /such auditors in the areas of products (IT hardware/software) and services provided to the Bank and the selected Bidder is required to submit such certification by such Auditors to the Bank. The selected Bidder and or his/their outsourced agents/subcontractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the selected Bidder. The selected Bidder shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.

24.2. Where any deficiency has been observed during audit of the selected Bidder on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the selected Bidder shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the selected Bidder shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

24.3. The selected Bidder shall, whenever required by the Bank, furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank /Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/or retain for any relevant material information/reports including auditor review reports undertaken by the selected Bidder (e.g., financial, internal control and security reviews) and findings made on selected Bidder in conjunction with the services provided to the Bank.

25. Mergers and Acquisitions:

The Parties recognize that the Banks may amalgamate or merge with other Banks

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or similar entities in India during the Contract duration. The Bidder undertakes to facilitate the provision of the infrastructure, other applications, and related services, in case the Banks undergo any amalgamation, acquisition or merger in the future.

In the event of any merger or amalgamation the Parties agree to do the following but not limited to:

- 25.1. The Bidder shall not assign to anyone, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's written consent.
- 25.2. If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction and change of ownership this RFP/Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bank and the Bidder/OEM under this RFP.
- 25.3. On the Banks' request, the Banks and the Bidder shall prepare and implement an integration plan to integrate the technology services of the acquired entity with that of the relevant Bank.
- 25.4. If the assignment of the Project to the resultant entity does not result in any addition to the scope of work or in the resources required to provision the Project, then the Bidder shall continue to discharge its obligations to the resultant entity in the same manner as to the Banks, at no additional cost.
- 25.5. If there are any additions to the SOW or resources, with regard to the provision of the Project to be provided to the resultant entity, such additions shall be implemented through the Change Control Procedure on mutually agreement terms and conditions.

26. Bidder Risk Management:

- 26.1. Bidder and their operations with access to Information Systems or Non-public Information, will be subjected to Risk assessment conducted either by Bank audit team or through authorized empaneled third-party auditors about adequacy of their cyber security practices.
- 26.2. Bank shall have access to all information resources (online/in person) that are consumed by Banks, to be made accessible to Banks when sought, though the infrastructure/enabling resources may not physically be in the premises of Banks.
- 26.3. Bank shall review and assess the Bidder financial condition and reputation,

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familiarity with Banking regulations, background of company and information security controls in place.

26.4. Security Management:

- 26.4.1. Bidder must have a comprehensive written information security program, based on best practices standards, which is designed to protect the confidentiality, integrity, and availability of assets.
- 26.4.2. Bidder must have a documented patch management and distribution process that ensures security patches are applied to all systems (including servers, workstations, and laptops) that process and/or store Bank Sensitive Data.
- 26.4.3. Bidder will ensure any web-based solutions storing or processing Bank Sensitive Data will adhere to security design best-practices including, but not limited to, protecting against the Open Web Application Security Project OWASP Top 10 list of security risks.
- 26.4.4. Bidder must employ network security architectural components (to include, at a minimum, firewalls, and network intrusion detection/prevention solutions) to adequately protect all systems.

27. Adherence to Banks IS Security/Cyber Security policies:

The Bidder shall comply with Bank's various policies like Information Security policy and Cyber Security Policy, Internet Policy, Information System Audit Policy, E-Mail policy and Guidelines.

28. Limitation of Liability:

Neither party shall be liable for any incidental or consequential damages arising out of or in connection with the agreement or any breach thereof (including for loss of profits or cost of cover, etc.), whether or not such party has been advised of the possibility of such damages; except for liabilities arising out of any violation, misappropriation or infringement of a party's intellectual property rights, or from a breach by either party of its obligation. In no event will either party's aggregate liability arising out of or in connection with the agreement or any breach thereof exceed the Contract Price entered into the Contract between Buyer and Seller.

Notwithstanding the above, the Bidder/Service Provider shall be liable for actual financial loss, damages, cost, compensation, penalty suffered by the bank: -

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- 28.1. In case of gross negligence or willful misconduct attributable to the Bidder/service provider and/or its staff while providing services under the Agreement.
- 28.2. In case of fraudulent acts or willful misrepresentation attributable to the Bidder/service provider and/or its staff regarding the services provided under the Agreement.
- 28.3. Breach of the confidentiality.
- 28.4. Any liability/penalty/cost/compensation/charges that cannot be capped or is excluded as a matter of applicable laws in relation to this Agreement, attributable to the Bidder.

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Section-H Purchase Preference

Purchase Preference to Micro and Small Enterprises (MSEs) and Startups and Purchase Preference linked with Local Content (PP-LC) shall be applicable subject to full compliance of other terms and conditions of the RFP and Contract. Following are the conditions applicable as per the Government of India Guidelines on Purchase Preference.

1. Micro & Small Enterprises [MSEs]:

- 1.1. Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification no. D.L.-33004/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the Government of India Guidelines:
- 1.2. MSEs should provide proof of their being registered as MSE (indicating the Terminal Validity Date of their Registration) for the item under Tender/ RFP along with their offer, with any agency mentioned in the Notification, including:
 - 1.2.1. District Industries Centres or
 - 1.2.2. Khadi Village Industries Commission or
 - 1.2.3. Khadi & Village Industries Board or
 - 1.2.4. Coir Board or National Small Industries Corporation or
 - 1.2.5. Directorate of Handicrafts & Handloom or
 - 1.2.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
 - 1.2.7. For ease of registration of Micro and Small Enterprises (MSMEs), Ministry of MSE has started Udyog Aadhaar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.
- 1.3. MSEs participating in tenders, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 in a situation where L1 price is from someone other than MSE & such MSE shall be allowed to supply at least 25% of total tendered value. In case there

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are more than one MSEs within such price band and agree to bring down their price to L1, the 25% quantity is to be distributed proportionately among these Bidders.

- 1.4. MSEs are exempted from paying Application fee/cost & EMD, subject to furnishing of valid certificate for claiming Exemption.
- 1.5. The Eligible MSEs who intend to match the L1 Price (ultimately decided by the Bank) shall indicate the willingness to match the L1 Price within 6 working days from the date of communication from the Bank to avail the purchase preference.
- 1.6. Bidder has to submit a self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Canara Bank as per Form PP-B/ Annexure 29.
- 1.7. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.
- 1.8. The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.

2. Startup:

- 2.1. Applicable for Indian Bidders only as defined in gazette notification no. D.L-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.
- 2.2. As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in tender document.
- 2.3. Further, the Startups are also exempted from submission of Tender Fee and EMDs.

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- 2.4. For availing the relaxations, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.
- 2.5. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Canara Bank as per Form PP-B.

3. Procurement through Local Suppliers (Make in India):

Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 has notified revised guidelines to be followed to promote manufacturing and production of goods and services in India under "Make in India" initiative.

- 3.1. "Local content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- 3.2. "Class-I Local Supplier" means a supplier or service provider whose goods, services or works offered for procurement meets the minimum local content as prescribed for Class-I local supplier under this order.
- 3.3. "Class -II Local Supplier means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class -II Local supplier' but less than that prescribed for 'Class -I Local supplier' under this order.
- 3.4. 'Non-Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement has local content less than that prescribed for 'Class-II Local Supplier' under this order.
- 3.5. The 'local content' requirement to categorize a supplier as 'Class I Local Supplier' is minimum 50%. For 'Class-II Local supplier' the 'local content' requirement is minimum 20%.

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- 3.6. The margin of Purchase preference shall be 20%.
- 3.7. Purchase preference for local supplier, self-certification, compliance, monitoring and other terms & conditions shall be as per the aforesaid Guidelines/Notifications. The Guidelines may be treated as an integral part of the tender documents.
- 3.8. The 'Class -I Local supplier'/'Class -II Local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class -I Local supplier'/'Class-II Local supplier' as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- 3.9. In cases of procurement for a value in excess of Rs.10 Crores, the 'Class-I Local supplier'/'Class -II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost account or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- 3.10. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules issued by the Ministry of Finance for which a Bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- 3.11. All the relevant documents/information regarding claim for preferential treatment under this policy must be submitted along with offer by the tenderers. Post tender submission of these information/documents shall not be considered. Further firms seeking these considerations shall be completely responsible for the truthfulness and authenticity of their claim for these benefits.

Antony I Felix Raj
General Manager & Project Director