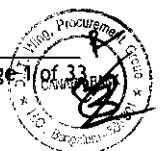


Corrigendum 2 to GeM Bid ref. no. GEM/2023/B/3317348 dated 30/03/2023 for Selection of Vendor for Development, Implementation, Management and Maintenance of End-to-End Digital Lending Solution in Canara Bank

It is decided to amend the following in respect of the above GeM bid:

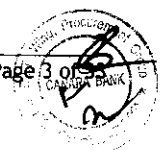
#	Section or Clause	Existing Clause	Amended Clause
1.	Section C, Clause 2: Project Timelines	Project Timelines	Section C, Clause 2: <u>Amended</u> Project Timelines is attached to this corrigendum.
2.	Section C, Clause 4: Acceptance	4.3. The warranty will start from the date of Go-Live.	4.3 <u>The warranty will start from the date of Sign off of first six products as per Project Timelines</u>
3.	Section C, Clause 7. Payment Terms	Payment Terms Table	Section C, Clause 7. <u>Amended</u> Payment Terms is attached to this corrigendum.
4.	Section C, Clause 7.4 Payment Terms	7.4. Bank will not pay any amount in advance.	7.4 Bank will not pay any amount in advance <u>except ATS.</u>
5.	Section C, Clause 8 Onsite/ Offsite Resources	8.10 Onsite/offsite Resource charges will be paid Monthly in arrears. In case the resources go on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the Bidder to ensure that regular functioning of the solution is not hampered.	8.15 Onsite/offsite Resource charges will be paid Quarterly in arrears. In case the resources go on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the Bidder to ensure that regular functioning of the solution is not hampered.
6.	Section C, Clause 16: Execution of Agreement	16.1 Within 21 days from the date of acceptance of contract, selected bidder along with OEM shall sign a stamped <u>tripartite</u> "Agreement" with the Bank at Bangalore as per the format. Failure to execute the agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected bidder.	16.1 Within 21 days from the date of acceptance of contract, selected bidder shall sign a stamped "Agreement" with the Bank at Bangalore as per the format. Failure to execute the agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected bidder.



#	Section or Clause	Existing Clause	Amended Clause
7.	Section C, Clause 18: Order Cancellation/Termination of Contract:	Point 18.10 In the event of termination, the source code / object code / executable code and compilation procedures of the software solution shall be provided to the Bank. All necessary documentation in this behalf should be made available to the Bank. The Intellectual Property Rights for the solution including source code will be owned by the Bank.	Point 18.10 stands deleted
8.	Section C, Clause 22: Human Resource Requirement	22.10 Eligibility criteria and Experience of the resources to be deployed by the Bidder Project Manager Educational Qualification: B.Tech, with MBA/PMP/PSM/CSM	22.10 Eligibility criteria and Experience of the resources to be deployed by the Bidder Project Manager Educational Qualification: B.Tech/ B.E., with MBA/PMP/ PSM/CSM
9.	Section E, Clause 18: Patent Rights/ Intellectual Property Rights	18.1. Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other 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. 18.2. 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	<u>18.1 VENDOR/ SERVICE PROVIDER warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER 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. VENDOR/ SERVICE PROVIDER shall ensure that the Solution supplied to the BANK shall not infringe the third party intellectual property rights, if any. VENDOR/ SERVICE PROVIDER shall ensure that third party rights are not infringed even in case of equipment /software supplied on</u>



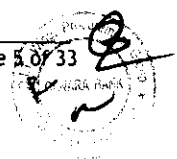
#	Section or Clause	Existing Clause	Amended Clause
		<p>the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] 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. Not withstanding 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.</p> <p>18.3. The Intellectual Property Rights for the solution including source code will be owned by the Bank. Any update or upgrade to source code by way of change requests or otherwise shall be informed and made available to the Bank. The same shall be deemed to be a part of the solution.</p> <p>18.4. 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</p>	<p>behalf of consortium as VENDOR/ SERVICE PROVIDER.</p> <p>18.2 In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, VENDOR/ SERVICE PROVIDER shall at its choice and expense:</p> <p>[a] Procure for BANK the right to continue to use such deliverables;</p> <p>[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</p> <p>[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 VENDOR/ SERVICE PROVIDER for such deliverables, along with the replacement costs incurred by BANK for procuring 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, VENDOR/ SERVICE PROVIDER 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.</p> <p>18.3 The indemnification obligation stated in this</p>



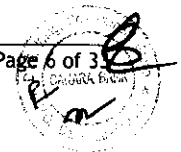
#	Section or Clause	Existing Clause	Amended Clause
		<p>expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation 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.</p> <p>18.5. The bidder acknowledges that business logics, work flows, 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.</p>	<p><u>clause shall 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].</u></p> <p><u>Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party to 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.</u></p> <p><u>18.4 VENDOR/ SERVICE PROVIDER acknowledges that business logics, work flows, 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 Software/Service.</u></p>
10.	Section E, Clause 28: Indemnity	<p>28.1. 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,</p>	<p><u>28.1 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,</u></p>



#	Section or Clause	Existing Clause	Amended Clause
		<p>losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:</p> <p>28.2. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;</p> <p>28.3. Any contravention or non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;</p> <p>28.4. The bidder shall indemnify and protect 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 Cards and other deliverables supplied by them.</p> <p>- All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.</p> <p>- The limits specified 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 of damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.</p> <p>- 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 any payment or claim or compensation (including but not</p>	<p><u>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:</u></p> <p><u>28.1.1 The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;</u></p> <p><u>28.1.2 Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;</u></p> <p><u>28.2 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/Service supplied by them.</u></p> <p><u>28.2.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.</u></p> <p><u>28.2.2. The limits specified in above 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</u></p>



#	Section or Clause	Existing Clause	Amended Clause
		limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder. 28.5. Bidder's aggregate liability shall be subject to an overall limit of the total Cost of the project.	will be unlimited. <u>28.2.3. 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 any 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.</u>
11.	Annexure 2: Pre-Qualification Criteria	Annexure 2: Pre-Qualification Criteria Entire Annexure	<u>Amended Annexure -2 Prequalification Criteria attached to this corrigendum</u>
12.	Annexure 3.1: Technical Specifications, Technical Requirements, Point 1	DLP should provide an omnichannel experience across web portal, native mobile app, web app, messaging platforms, <u>wearables</u> etc. and other required channels with consistent, convenient and excellent User Interface (UI) and User	DLP should provide an omnichannel experience across web portal, native mobile app, web app, messaging platforms, etc. and other required channels with consistent, convenient and excellent User Interface (UI) and User
13.	Annexure 3.1: Technical Specifications, Application Delivery Controller (ADC)	Specifications for Application Delivery Controller (ADC)	Specifications (all 51 points) for Application Delivery Controller (ADC) stands deleted.
14.	Annexure 3.1: Technical Specifications, Storage, Pt.4	Storage is required to be configured with FC and is required to be configured with QoS.	Storage is required to be configured with <u>FC/IP</u> and is required to be configured with QoS.
15.	Annexure 3.1: Technical Specifications, Storage, Pt.8	All the storage drives and backend connectivity is required to be based on minimum 12 Gbps SAS. <u>Minimum 8 x 12Gb/s backend ports to be provided.</u>	All the storage drives and backend connectivity are required to be based on minimum 12 Gbps SAS.
16.	Annexure 3.1: Technical Specifications, Storage, Pt.19	The proposed storage must support Synchronous and/ or Asynchronous replication across sites / storages for FC data on the storage.	The proposed storage must support Synchronous and/ or Asynchronous replication across sites / storages for <u>FC/IP</u> data on the storage

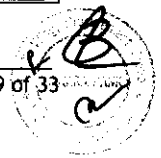


#	Section or Clause	Existing Clause	Amended Clause
17.	Annexure 3.1: Technical Specifications, Storage, Pt.24	The proposed storage is required to have compatibility with <u>VT (Virtualization Technology) features like VASA (vStorage APIs for Storage Awareness), VAAI (VMWare vSphere Storage APIs Array Integration), VVols (Virtual Volumes) etc.,</u> Thin provisioning. If licensed separately, the vendor needs to provide all the necessary licenses for entire offered capacity.	The proposed storage is required to have compatibility with Virtualization Technology features, Thin provisioning etc. If licensed separately, the vendor needs to provide all the necessary licenses for entire offered capacity.
18.	Annexure 4: Technical Evaluation Parameters	Existing Annexure-4	<u>Amended Annexure 4:</u> Technical Evaluation parameter is attached to this corrigendum.
19.	Annexure 6, Scope of Work, Scope Summary; 2.1 Core Requirements	5. Should have Robust and scalable transaction processing to enable cash flow backed	Clause stands deleted
20.	Annexure 6, Scope of Work, Scope Summary; 2.1 Core Requirements	6. Digital Lending Platform must configure and expose customer Product journeys, customer assisted Product journeys or specific stages in the Product journey as a web portal and mobile app. Also, the platform should integrate with the mobile app, website, internet banking, chatbot, kiosk, ATM & other devices and appliances of the bank via web view, SDK and URL redirect or through any other mode of integration required by Bank.	<u>6. Digital Lending Platform must configure and expose customer Product journeys, customer assisted Product journeys or specific stages in the Product journey as a web portal and mobile app. Also, the platform should integrate with the mobile app, website, internet banking, chatbot & other devices and appliances of the bank via web view, SDK and URL redirect or through any other mode of integration required by Bank.</u>
21.	Annexure 6, Scope of Work, Scope Summary; 2.2: Product Categorization & Prioritization	Existing Section	<u>Amended Section 2.2:</u> Product Categorization & Prioritization is attached to this corrigendum.
22.	Annexure 6, Scope of Work, 2.4: Security	3. Complies with PA-DSS guidelines/standards and OWASP top 10	Clause stands deleted
23.	Annexure 6, Scope of Work, 2.6 Private On-	3. Offered tape library/ tape drives in the library should have a minimum of two redundant connections to SAN switches.	<u>3. Offered tape library/ tape drives in the library should have a minimum of</u>

(Handwritten Signature)
2



#	Section or Clause	Existing Clause	Amended Clause
	Premise Cloud Deployment		<u>two</u> redundant <u>connections.</u>
24.	Annexure 6, Scope of Work, 2.10 Implementation Point 6, Sub-point 2	Ensure continued compatibility with newer versions of leading browsers including Chrome, Safari, Firefox, <u>IE</u> , Edge etc. as and when they are released	Ensure continued compatibility with newer versions of leading browsers including Chrome, Safari, Firefox, Edge etc. as and when they are released
25.	Annexure 6, Scope of Work, 2.10 Implementation Point 7	7. Ensure all deployments across environments (development, SIT, UAT, pre-production, production) are directed through robust DevSecOps pipelines following stage-gated quality controls:	<u>7. Ensure all deployments across environments as required by the RFP are directed through robust DevSecOps pipelines following stage-gated quality controls.</u>
26.	Annexure 6, Scope of Work, 2.12 Training and Knowledge Transfer	5. The selected Bidder shall provide training to the participants without any cost to the Bank/ participants.	Clause stands deleted
27.	Annexure 6, Scope of Work, 2.15 Facilities Management & AMC ATS	Addition	Bidder is required to provide Annual Maintenance Cost (AMC) for the products and solutions (After expiry of comprehensive warranty of three years). Hardware warranty starts from the date of acceptance of hardware.
28.	Annexure 6, Scope of Work, 2.17 Escrow	Canara Bank and the Bidder shall agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code of any customization done on Commercial off the shelf software products supplied/ procured by the Bidder to Canara Bank for Digital Lending Platform in order to protect its interests in an eventual situation. Canara Bank and the selected bidder shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of	<u>1. The bidder shall inform the Bank about the software if any developed by the bidder/anyone supplying through the bidder, and customized to the requirements of the Bank.</u> <u>2. The bidder will place the Source Code (and the procedures necessary to build the source into executable form) along with flow diagrams and technical write up for the Software, within Thirty (30) days of implementation in escrow with a reputable agency</u>

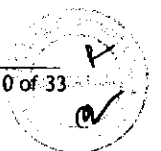
#	Section or Clause	Existing Clause	Amended Clause
		the source code and the obligations of the escrow agent.	<p>acceptable to both the parties. The modalities of the versions to be kept etc., can be finalized at the time of lodging the software for escrow.</p> <p>3. The escrow will be released to the Bank in the event of the Contract being terminated for either default or Insolvency of the bidder or should be bidder cease, or give notice of intention to cease to provide maintenance or technical support services for the software as required by the contract. The release will be effected by the agent within 15 days of receipt of written demand from the purchase therefore.</p> <p>4. The cost of verification of the software payable to Escrow Agent and annual subscription fee shall be payable by the selected bidder / meaning that Bank shall not be liable to pay any amount to Escrow Agent taking from verification to its annual subscription to updation fee.</p> <p>5. The application software should mitigate Application Security Risks; at a minimum, those discussed in OWASP top 10 (Open Web Application Security Project).</p> <p>6. The bidder shall provide complete and legal documentation of all subsystems, licensed operating systems, licensed system software, and licensed utility software and other licensed software. The bidder shall also provide licensed</p>



#	Section or Clause	Existing Clause	Amended Clause
			software for all software products whether developed by it or acquired from others. The bidder shall also indemnify the Bank against any levies / penalties on account of any default in this regard. 1.7. The bidder should provide Application Security Certificate along with report of the proposed solution to Bank, However, Bank in its discretion to conduct Code audit to check the vulnerability associated with proposed software/solution, if in case observations are found then bidder has to take up with OEM immediately to attend the same for closure before project acceptance/signoff.
29.	Annexure 6, Scope of Work, 2.18 Business Volumetrics	Existing Table	Annexure -6 scope of work Amended 2.18 Business Volumetric
30.	Annexure 8: Bill of Material	Existing Annexure 8: Bill of Material	Amended Annexure -8 Bill of Material attached to this corrigendum
31.	Section C 6. Penalties & Liquidated Damages	Existing Section C 6. Penalties & Liquidated Damages	Section C 6. Amended Penalties & Liquidated Damages

Date: 29/04/2023
Place: Bangalore


Deputy General Manager




Amendments

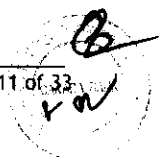
Section C, Clause 2: Project Timelines

The overall project will span across multiple phases. Project Timelines are as below:

Sl No.	Particulars	Activity	Timeline
1	Kick Off Meeting	Kick off meeting to develop an understanding of the Digital Lending Product requirements from bank Side and way forward.	T+7 days
2	Deployment of Resources onsite	Onsite resource deployment for starting the development process including Bidder side Project Manager	T+15 days
3	Delivery of Hardware	Delivery of Hardware & OS	T+ 2 months
4	Installation of Hardware & OS	Installation of Hardware & OS	T+ 2.5 months
5	Delivery of Software Licences	Delivery of Licenses	T+ 2 months
6	Digital Lending Platform Core Solution Delivery, installation & Integration	Bidder shall Install the Proposed Digital Lending Core Solution at Bank's premises on Private Cloud.	T+ 3 months
7	Creation of 6 Digital Loan Journeys (Customer journey & Branch Journey) of Phase 1	Finalization of SRS & its Signoff, Completion of Development & Audit compliance and Go-Live in English	T+ 3 months
8	Creation of 9 Digital Loan Journeys (Customer journey & Branch Journey) of Phase 1	Finalization of SRS & its Signoff, Completion of Development & Audit compliance and Go-Live in English	T+ 6 months
9	Creation of 4 Digital Loan Journeys (Customer journey & Branch Journey) of Phase 1	Finalization of SRS & its Signoff, Completion of Development & Audit compliance and Go-Live in English	T+ 9 months
10	All journeys of Phase 1	Go-Live with all other languages	T+ 12 months
11	Creation of Digital Loan Journeys (Customer journey & Branch Journey) of Phase 2	Finalization of SRS & its Signoff, Completion of Development & Audit compliance and Go-Live in English	T+ 15 months
12	All journeys of Phase 2	Go-Live with all other languages	T+ 18 months

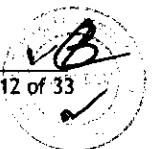
Note:

- 1.T is the date of Acceptance of Purchase Order. Bidder needs to accept the Purchase Order within 7 days from the date of issuance
- 2.Bank reserves the right to re-prioritize any product(s) during Implementation
- 3.Bidder to note that if required bank will provide the interim hardware for implementation of the first 6 products of Phase 1. Subsequently, post-delivery & installation of Hardware in 3 months- Bidder will be required to migrate the



existing application on the new hardware and implement the remaining journeys on new hardware.

1. Delayed deliverables will attract a penalty of 0.50% of contract value for per week or part thereof, subject to maximum of 10 % of contract value.
2. The solution will be accepted after complete integration and satisfactory working of the solution.
3. LD will be as applicable.



Section C, Clause

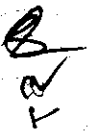
7. Payment Terms

7.1 The following terms of payment shall be applicable to this contract and will be released after execution of Contract Agreement.

Payment Stage	% of Payment	Remarks
Software Cost	75%	On successful delivery of licenses and confirmation from bank officials.
	20%	On successful Go-live of 6 products of Phase 1 in English Language
	5%	On successful Go-live of 6 products of Phase 1 in all other languages
Hardware Cost	40%	On successful delivery of hardware at respective sites
	50%	On full implementation and sign-off from the Bank.
	10%	After completion of warranty period and after deducting applicable penalties and Liquidated damages. Or On submission of a bank guarantee for equivalent to 10% of the remaining payment.
Implementation Cost	20%	on Go-Live of 6 products of Phase 1 (English)
	20%	on Go-Live of next 9 products of Phase 1 (English)
	30%	on Go-Live of next 4 products of Phase 1 (English)
	25%	on Go-Live of all products of Phase 2 (English)
	5%	On go-live of all products in all languages
Installation & commissioning	100%	On successful Installation & Commissioning of Hardware
Onsite Resources	Quarterly in Arrears	Quarterly in arrears basis the actual no. of resources deployed
Training Cost	In Arrears	Post completion of the respective training
ATS Charges	Yearly in advance	Yearly in advance at the beginning of each year
AMC Charges	Quarterly in Arrears	Quarterly in arrears
FinTech Charges	Quarterly in Arrears	Quarterly in arrears based on actual usage
Other Cost	In Arrears	To be paid in arrears upon completion of the said activity



- 7.2 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 GST, GSTIN, State Code, HSN Code, State Name, Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office and Manufacturer's / Supplier's Warranty Certificate should be submitted while claiming payment in respect of orders placed.
- 7.3 The selected bidder has to submit installation report/Sign off report duly signed by the Bank officials of the respective Branch/offices in originals while claiming payment. The invoice and installation report should contain the product serial number of the items supplied.
- 7.4 Bank will not pay any amount in advance.
- 7.5 Payment shall be released within 30 days from submission of relevant documents as per RFP terms.
- 7.6 The bank shall finalize the installation and Acceptance format mutually with the selected bidder. The bidder shall strictly follow the mutually agreed format and submit the same for each location wise while claiming installation and acceptance payment.
- 7.7 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 etc.
- 7.8 Based on satisfactory performance by the solution provider Bank reserves the right to extend the contract on mutually agreed commercials for subsequent periods.



Annexure 6:

Scope of Work, Section 2: Product Categorization & Prioritization

Products are categorized into the following 3 Phases:

Phase	Category	Product Details
Phase 1		
Q2 23-24	Retail	OD against Deposits
		Pre-Approved Personal Loan
		Pension Loan/Teachers Loan
		Credit Card
	Agri	KCC
	MSME	Renewal of Existing Mudra WC limits
Q3 23-24	Retail	Education Loan
		Vehicle Loan- Car and Two Wheeler
		Home Loan Plus
	Agri	KCC Gold Loan
		Dairy Loan
		SHG
		Electronic Negotiable ware house receipt
	MSME	PM Svanidhi
Cash Flow and Turnover based Products		
Q4 23-24	Retail	Mortgage Loan/Loan Against Property/Overdraft against Property
		Canara Rent
	MSME	Mortgage Loan for Business purpose-LAP-WC& TL
		Enhancement of WC Limits
Q1 24-25	All Above	Go-Live of all the above products in other languages
Phase 2		
Q1 & Q2 24-25	Retail	OD Clean
		Gold Loan
		Top up Loans to existing borrowers
		Commercial Vehicle
	Agri	Agri Gold Loan
		Kisan OD
		JLG
		Agri Term Loan (Farm Machinery, Godown, Agro Processing etc.)
	MSME	Mudra Loans (Shishu, Tarun, Kishore)
		Fresh WC limits other than Mudra loans Term for Equipment/Machinery
		New and Enhancement of Non- Fund Facilities (BG/LC) and Export Credit/Fx*
		Business Loan
Q3 24-25	All Above	Go-Live of all the above products in other languages

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The bidder should consider and provide solution for creating multiple sub- products within the product lines mentioned above. e.g., Personal loan product line will have multiple product sub types like Personal loan for Govt. Employees, Pensioners, Professionals etc. and Education loan may have sub products like Education loan for study within India, Education loan for studies abroad etc. Apart from the above-mentioned Agriculture Segment points, agriculture loan will also include allied activities viz. animal husbandry, fisheries (marine, inland and aqua farming), sheep-goat poultry, horticulture etc. Further all the product and sub product types shall offer product journey for ETB and NTB customers in STP and Assisted mode both. For development of the product and related product journeys beyond the scope mentioned above shall be developed on Time and Material cost basis.

Bank reserves the right to add, delete or modify the list, categorization or prioritization of products.



Amended Annexure -2

Prequalification Criteria

SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of End-to-End Digital Lending Solution in Canara Bank.

Ref: GEM/2023/B/3317348 dated 30/03/2023

We have carefully gone through the contents of the above referred RFP along with replies to pre-bid queries & amendment, if any and furnish the following information relating to Pre-Qualification Criteria.

We have carefully gone through the contents of the above referred RFP along with replies to pre-bid queries & amendment, if any and furnish the following information relating to Pre-Qualification Criteria.

#	Eligibility Criteria	Supporting Documents
	Bidder's Eligibility Criteria	
1.	The Bidder (including its OEM, if any) should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 16-09-2020.	Certificate of local content to be submitted as per Annexure-14.
2.	Signing of Pre-Contract Integrity Pact	The bidder should submit signed Pre Contract integrity pact on Non Judicial Stamp Paper of Rs.200/- or more (as per respective state Stamp Act) as per Appendix-F.
3.	The Bidder has to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.	Letter of confirmation (selfcertified letter signed by authorized official of the bidder)
4.	Any bidder (including OEM and OSD/OSO, if any) from a country which shares a land border with India will be eligible to bid, only if the bidder (including OEM and OSD/OSO) are registered with the Competent Authority. Bidder (entity) from a country which shares a land border with India means: a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or	A declaration stating "We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from such a country, has been registered with Competent Authority. We hereby certify that we and our OEM fulfill all requirements in this regard and are eligible to be considered" to be submitted in Company's letter head.



#	Eligibility Criteria	Supporting Documents
	<p>d. An entity whose beneficial owner is situated in such a country; or</p> <p>e. An Indian (or other) agent of such an entity; or</p> <p>f. A natural person who is a citizen of such a country; or</p> <p>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p>	<p>[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]</p>
5.	<p>The Bidder should have a minimum turnover of Rs. 200 Crores each year during the last three financial years [i.e., 2019-20, 2020-21 and 2021-22]. This must be the individual company turnover and not of any group of companies.</p> <p>For MSE should have a minimum turnover of Rs. 100 Crores each year during the last three financial years [i.e., 2019-20, 2020-21 and 2021-22]. This must be the individual company turnover and not of any group of companies.</p> <p>For Start-up should have a minimum turnover of Rs. 75 Crores each year during the last three financial years [i.e., 2019-20, 2020-21 and 2021-22]. This must be the individual company turnover and not of any group of companies.</p>	<p>Bidder has to submit copies of audited Balance Sheets for last 3 Years [i.e. 2019-20, 2020-21 and 2021-22].</p> <p>AND</p> <p>Bidder must produce a certificate from the Company's Chartered Accountant to this effect.</p> <p>The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number.</p>
6.	<p>The bidder should have positive Net Worth as on 31/03/2022 and also should have not eroded by more than 30% in the last three financial years (i.e. 2019-20, 2020-21 and 2021-22).</p>	<p>The Bidder must produce a certificate from the Company's Chartered Accountant to this effect.</p> <p>The documents certified by Chartered Accountants should mandatorily contain UDIN.</p>
7.	<p>The Bidder shall be the Original Equipment Manufacturer (OEM)/ Original Software Developer (OSD)/ Original Software Owner (OSO) of the proposed Software/Hardware/Solution. (OR) An authorized dealer / System Integrator</p>	<p>If the applicant is a OEM/OSD/OSO, an Undertaking Letter has to submitted to this effect.</p> <p>If the bidder is an Authorized Dealer, an Authorization letter from their OEM and OSD/OSO to deal/market their product in India and it should be valid for entire contract period.</p>

#	Eligibility Criteria	Supporting Documents
8.	The Bidder shall be the Original Equipment Manufacturer (OEM)/ Original Software Developer (OSD)/ Original Software Owner (OSO) of the proposed Software/Hardware/Solution. (OR) An authorized dealer / System Integrator	If the applicant is a OEM/OSD/OSO, an Undertaking Letter has to submitted to this effect. If the bidder is an Authorized Dealer, an Authorization letter from their OEM and OSD/OSO to deal/market their product in India and it should be valid for entire contract period.
9.	The Bidder should have experience of having implemented/ implementing Digital Lending Platform/ Solution in a Scheduled Commercial Bank in India with 500 branches or a NBFC in India with an asset size of INR 10,000 crores	For Projects Completed Credential letter must specify the name of the OEM whose product is implemented, date of completion and confirm that the performance was satisfactory For Projects Ongoing/ Under Implementation Credential letter must specify the name of the OEM whose product is being implemented and confirm that the performance is satisfactory
10.	Bidder and OEM Company Should not have been blacklisted by any PSU or Government Department or Regulatory or Statutory body in India as on date of publishing this RFP.	Self-Declaration from the Bidder/OEM signed by Authorized Signatory.
11.	Bidder should not be insolvent, in receivership, Bankrupt, or being wound up	Self-undertaking on company's letter head
12.	The Bidder should be an ISO 27001 certified organization valid as on date of this GeM bid.	Bidder to provide a copy of ISO Certificate
OEM's Eligibility Criteria		
13.	The OEM for DLP should have an average annual turnover of Rs. 25 Crores or more during the last three financial years [i.e., 2019-20, 2020-21 and 2021-22]. This must be the individual company turnover and not of any group of companies.	OEM has to submit copies of audited Balance Sheets for last 3 Years [i.e. 2019-20, 2020-21 and 2021-22]. AND OEM must produce a certificate from the Company's Chartered Accountant to this effect. The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number.

Handwritten signature and initials

#	Eligibility Criteria	Supporting Documents
14.	<p>The proposed End to End Digital Lending Platform/ Solution* should have been implemented in at least in 2 organizations (Scheduled Commercial Banks in India having at least 500 branches OR NBFCs in India with an asset size of over INR 10,000 crores)</p> <p>-Of the above, at least 1 implementation should be in a Scheduled Commercial Bank with at least 500 branches</p> <p>-Ongoing/ under implementation project will be considered. However, it is mandatory to have at least one completed project (Not necessary for all product journey)</p> <p>*For OEM- End to End digital lending platform is where all the steps involved in underwriting /onboarding of customer including lead generation , data capture , pre-sanction, sanction , decision , approval and disbursement of loan happens digitally either by STP through customer or assisted in case some part of journey can't be digitised because of or compliance /regulatory issues.</p>	<p>For Projects Completed Credential letter must specify the name of the OEM whose product is implemented, name of unique product journeys implemented along with the category (Retail/ MSME/ Agri) under which this unique product journey lies, date of completion and confirm that the performance was satisfactory</p> <p>For Projects Ongoing/ Under Implementation Credential letter must specify the name of the OEM whose product is being implemented, name of unique product journeys being implemented along with the category (Retail/ MSME/ Agri) under which this unique product journey lies and confirm that the performance is satisfactory</p>

NB : No change/ addition or deletion to be made by the Bidder to any of the above clauses
Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted. All documents shall be uploaded online on GeM Portal while submitting the bid.

Note:

1. Bidders need to ensure compliance to all the eligibility criteria points.
2. In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.
3. In case of business transfer where Bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired business may be considered.
4. Scheduled Commercial Bank means Scheduled Commercial Bank in India
5. Scheduled Commercial Banks does not include Payments Bank, Cooperatives & RRBs.
6. For OEM- End to end digital lending platform is where all the steps involved in underwriting /onboarding of customer including lead generation , data capture , pre-sanction, sanction , decision , approval and disbursement of loan happens digitally either by STP through customer or assisted in case some part of journey can't be digitised because of in availability of solution or compliance /regulatory issues.
7. If an agent submits a bid on behalf of the Bidder/ OEM, the same agent shall not submit a bid on behalf of another Principal/ OEM for the same solution.

8. Bidder /OEM should continue to meet the all the eligibility criteria till the award of contract.
9. While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): 'Commission has decided that in all cases of procurement, the following guidelines may be followed:
 - a. In RFP, either the Indian agent on behalf of the Bidder/OEM or Bidder/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of 'item/product' in the CVC guidelines refer to 'the final solution that bidders will deliver to the customer.
 - b. If an agent submits bid on behalf of the Bidder /OEM, the same agent shall not submit a bid on behalf of another Bidder /OEM in the same RFP for the same item/product.'

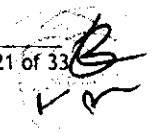
We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection.

Date:

Signature with Seal:

Name:

Designation:



Amended Annexure 4- Technical Evaluation Parameters

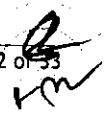
SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of End-to-End Digital Lending Solution in Canara Bank.

Ref: GEM/2023/B/3317348 dated 30/03/2023

#	Particulars	Max. Marks
1	Compliance to Functional Specifications as per Annexure 3.2	40
2	Bidder Credentials and Experience	10
3	OEM Credentials and Experience- DLP	15
4	OEM Credentials and Experience- DLP	5
5	Technical Presentation	10
6	Product Demonstration	15
7	Site Visit	5
	Total Marks	100

Detailed Evaluation Criteria

#	Particulars	Max. Marks
1	<p>Compliance to Functional Specifications as per Annexure 3.2</p> <p>The Bidder is required to submit the compliance to Functional Specifications.</p> <p>Marks would be awarded as: Fully Compliant (FC)-10 marks- No customization is required, Partially Compliant (PC)- 5 marks- Customization is required</p> <p>The total marks of the Annexure will be scaled down on a scale of 40 marks</p> <p>Bidders are required to submit reference to artifacts or data sheet references to substantiate the compliance submitted.</p> <p>Bidder to note that all features must be available for demonstration during Presentation/ Product Demonstration. During evaluation, if any of the criteria mentioned as compliant is not found in the solution, marking will be modified in the respective category as evaluated by the Bank & Bank's decision shall be binding on the bidders. It is mandatory for Bidders to have all functionalities listed. Any non-compliance may lead to bidder's disqualification at the sole discretion of Bank.</p>	40
2	<p>Bidder Credentials and Experience</p> <p><u>Clause:</u> The Bidder should have experience of having implemented/ implementing Digital Lending Platform/ Solution in a Scheduled Commercial Bank in India with 500 branches or a NBFC in India with an asset size of INR 10,000 crores</p> <p>Implementation Experience - Maximum 10 Marks 2 or more implementations- 10 marks 1 implementation - 7 marks</p> <p><u>Supporting Documents:</u></p>	10



#	Particulars	Max. Marks
	<p>For Projects Completed Credential letter must specify the name of the OEM whose product is implemented, name of unique product journeys implemented along with the category (Retail/ MSME/ Agri) under which this unique product journey lies, date of completion and confirm that the performance was satisfactory</p> <p>For Projects Ongoing/ Under Implementation Credential letter must specify the name of the OEM whose product is being implemented, name of unique product journeys being implemented along with the category (Retail/ MSME/ Agri) under which this unique product journey lies and confirm that the performance is satisfactory</p>	
3	<p>OEM Credentials and Experience- DLP</p> <p>Clause The proposed End to End Digital Lending Platform/ Solution* should have been implemented in at least in 2 organizations (Scheduled Commercial Banks in India having at least 500 branches OR NBFCs in India with an asset size of over INR 10,000 crores)</p> <p>Implementation Experience - Maximum 15 Marks 4 or more implementations- 15 marks 3 implementations- 12 marks 2 implementations - 10 marks</p> <p>-Of the above, at least 1 implementation should be in a Scheduled Commercial Bank with at least 500 branches -Ongoing project will be considered. However, it is mandatory to have at least one completed project -It is mandatory for the OEM to submit past experience/ credentials for at least 7 unique product journeys across 2 product categories out of 3 categories (Retail, MSME, Agri).</p> <p>Supporting Documents: For Projects Completed Credential letter must specify the name of the OEM whose product is implemented, name of unique product journeys implemented along with the category (Retail/ MSME/ Agri) under which this unique product journey lies, date of completion and confirm that the performance was satisfactory</p> <p>For Projects Ongoing/ Under Implementation Credential letter must specify the name of the OEM whose product is being implemented, name of unique product journeys being implemented along with the category (Retail/ MSME/ Agri) under which this unique product journey lies and confirm that the performance is satisfactory</p> <p>*For OEM- End to end digital lending platform is where all the steps involved in underwriting /onboarding of customer including lead generation , data capture , pre-sanction, sanction , decision , approval and disbursement of loan happens digitally either by STP through customer or assisted in case some part of journey can't be digitised because of or compliance /regulatory issues.</p>	15



#	Particulars	Max. Marks
4	<p>OEM Credentials and Experience- DLP</p> <p>Clause</p> <p>OEM's End to End DLP should have been implemented across the 3 categories (Retail, MSME, Agri) in a scheduled Commercial Bank in India with at least 500 branches in India or a NBFC in India with an asset size of over INR 10,000 cr</p> <p>Implementation Experience Maximum Marks-5 marks</p> <p>i. DLP is implemented across all 3 categories (Retail, MSME, Agri)- 5 marks</p> <p>ii. DLP is implemented across any 2 category out of the 3 category (Retail, MSME, Agri)- 3 marks</p> <p>Implementation Experience - Maximum 5 Marks</p> <p>For Point i- 1 category can be under implementation, however at least 2 categories should have been implemented</p> <p>For Point ii- Both categories should have been implemented</p> <p>-Of the above, at least 1 implementation should be in a Scheduled Commercial Bank with at least 500 branches</p> <p>-Ongoing project will be considered. However, it is mandatory to have at least one completed project</p> <p>Supporting Documents:</p> <p>For Projects Completed</p> <p>Credential letter must specify the name of the OEM whose product is implemented, name of product along with the category (Retail/ MSME/ Agri) implemented, date of completion and confirm that the performance was satisfactory</p> <p>For Projects Ongoing/ Under Implementation</p> <p>Credential letter must specify the name of the OEM whose product is being implemented, name of product along with the category (Retail/ MSME/ Agri) which is being implemented and confirm that the performance is satisfactory</p> <p>*For OEM- End to end digital lending platform (DLP) is where all the steps involved in underwriting /onboarding of customer including lead generation , data capture , pre-sanction, sanction , decision , approval and disbursement of loan happens digitally either by STP through customer or assisted in case some part of journey can't be digitised because of or compliance /regulatory issues.</p>	5
5	<p>Technical Presentation</p> <p>All eligible partners will be required to make presentations. The bank will schedule presentations and the time and location will be communicated to the bidders. Failure of a bidder to complete a scheduled presentation to the bank may result in rejection of the proposal.</p> <p>The following criteria should broadly be included for the Presentation.</p> <ul style="list-style-type: none"> • Overall Understanding of Scope & Requirements • Product features and functionalities 	10

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#	Particulars	Max. Marks
	<ul style="list-style-type: none"> • Differentiation of product • Ready availability of modules, features and integrations • Ability to meet expected timelines • Detailed Solution Capability • Implementation Plan - Approach, Service Model Demonstration and Timelines • Implementation expertise and availability of resources from Bidder and OEM • Ability to respond to Canara Bank's queries 	
6	<p>Product Demonstration</p> <p>All eligible OEMs will be required to showcase the overall solution proposed. The bank will schedule product demonstration and the time and location will be communicated to the bidders. Failure of a bidder to complete a scheduled product demonstration to the bank may result in rejection of the proposal.</p> <p>Demo should cover the following scope in addition to key differentiators of the product or any other feature which the bidder wants to cover within the allocated time:</p> <p>Pre-built journeys: 2 STP journeys in each segment. Bank will convey to Bidders about the journeys to be showcased.</p> <p>Key differentiators of Workflow platform</p> <ul style="list-style-type: none"> • Hyper-personalization features • Omni-channel interface - Mobile App, Web, Tab • User experience, general navigation, visual clarity and appeal • BRE capability including ability to host ML/AI models, run champion/challenger models/strategy • Data and Reporting capabilities • Any other, as required by the bank <p>Bank will have the right to either change or ask for additional journeys, the same shall be notified to the bidders.</p> <p>Bank at its discretion may ask the OEM to showcase capabilities during Demo of the use cases shared by the Bank. Use cases will be shared with the Bidders/ OEM before the Demo.</p>	15
7	<p>Site Visit</p> <p>Bank may at its discretion ask the bidder and/ or OEM to conduct a site visit / telephonic interview / video conference with the client for any one or more of the credentials submitted by the bidder.</p> <p>However, Bidder to note that if the site feedback is not satisfactory, bank may penalize the bidder by deducting up to 5 marks from this section's scoring.</p> <p>Further, the credential submitted by Bidder and/or OEM for scoring will also be disqualified.</p> <p>It will be the responsibility of the Bidder and/or OEM to schedule the Site Visit as per Bank's direction. Bank will have the right to select the site from the set of credentials submitted. Bank may choose to conduct site visit for any one or all credentials submitted.</p>	5

#	Particulars	Max. Marks
	Total Marks	100

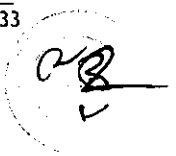
Note:

1. The bidder should score Minimum 75% of the total marks (i.e., 75 marks out of 100 marks) for qualifying under Technical Evaluation. The bidders qualified under Eligibility cum Technical Evaluation will be eligible for commercial opening.
2. Bidder to note that all features must be available for demonstration during Presentation/ Product Demonstration. During evaluation, if any of the criteria mentioned as mandatory is not found in the solution, the bidder will be disqualified without further evaluation.
3. Bidder to further note that all products/ modules and/ or journeys mentioned as part of Bidder's Credential(s) submitted must be confirmed during Site Visit. During evaluation, if any of the criteria mentioned in the credential is not found in the solution, the bidder will be disqualified without further evaluation. Bank's decision in this regard will be final and binding on the Bidder.
4. The Evaluation Committee decided by the Bank or Bank's appointed Consultant would be carrying out the Evaluation and will be appropriately assigning the final marks. The Bank will have the discretion to change the FTR compliance & marks against the Bidder's scored line item(s) if the Bidder/ OEM is not able to showcase the same in Presentation/ Product Demonstration or Site Visit. Bank's decision in this regard will be final and binding on the Bidder.
5. Scheduled Commercial Bank means Scheduled Commercial Bank in India
6. Scheduled Commercial Banks does not include Payments Bank, Cooperatives & RRBs.
7. For OEM- End to end digital lending platform is where all the steps involved in underwriting /onboarding of customer including lead generation , data capture , pre-sanction, sanction , decision , approval and disbursement of loan happens digitally either by STP through customer or assisted in case some part of journey can't be digitised because of in availability of solution or compliance /regulatory issues.

Annexure - 6

Scope of Work Amended 2.18 Business Volumetric

	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	Remarks
No. of Retail Accounts (Loans sanctioned)	5,30,607	7,42,850	10,39,990	14,55,986	20,38,380	28,53,732	40% YoY Growth
No. of MSME Accounts (Loans sanctioned)	11,75,254	14,10,304	16,92,365	20,30,838	24,37,006	29,24,407	20% YoY Growth
No. of Agriculture Accounts (Loans sanctioned)	1,06,61,468	1,27,93,762	1,53,52,514	1,84,23,017	2,21,07,621	2,65,29,145	20% YoY Growth
Total Bank Users	55,000	60,500	66,550	73,205	80,526	88,578	10% YoY Growth
Concurrence	20%	20%	20%	20%	20%	20%	



Annexure 8- Bill of Material

SUB: RFP for Selection of Vendor for Development, Implementation, Management and Maintenance of End-to-End Digital Lending Solution in Canara Bank.

Ref: GEM/2023/B/3317348 dated 30/03/2023

Notes

1. These details should be on the letterhead of Bidder and each & every page should be signed by an Authorized Signatory with Name and Seal of the Company.
2. Please be guided by GeM bid terms, subsequent amendments and replies to pre-bid queries (if any) while quoting.
3. Do not change the structure of the format nor add any extra items.
4. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.



Canara
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Undertaking

- i. Bill of material is submitted on the letter head and is signed by an Authorized Signatory with Name and Seal of the Company.
- ii. We confirm that we have gone through RFP clauses, subsequent amendments and replies to pre-bid queries (if any) and abide by the same.
- iii. We have not changed the structure of the format nor added any extra items. We note that any such alternation will lead to rejection of Bid.
- iv. We agree that no counter condition/assumption in response to commercial bid will be accepted by the Bank. Bank has a right to reject such bid.
- v. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.

Date:

Signature with Seal:

Name:

Designation:

All the other instructions and terms & conditions of the above bid shall remain unchanged.

Please take note of the above amendments while submitting your response to the subject bid.



6. Penalties&Liquidated Damages:

All penalties and LD are applicable and will be imposed for all delays solely attributable to the Bidder. The overall penalty/ LD shall be counted towards the overall liability of the bidder.

6.1 Penalties/Liquidated damages for delay in Delivery and Installation of Solution would be as under:

- 6.1.1 Non-compliance of the implementation will result in the Bank imposing penalty of 0.50% plus GST on delay in Implementation per week or part thereof, on the contract value.
- 6.1.2 However, the total Penalty/LD to be recovered under above clauses 6.1.1 shall be restricted to 10% of the total contract value (exclusive of Taxes).

6.2 Penalties/Liquidated damages for not maintaining uptime:

- 6.2.1 The Successful Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- 6.2.2 If any act or failure by the Successful Bidder under the agreement results in failure or in operability of systems and if the Bank has to take corrective actions to ensure functionality of its property. The Bank reserves the right to impose penalty which may be equal to the cost it incurs or the loss it suffers for such failures subject to maximum of 5% of the contract value.

6.3 Penalty Due to Delay in Services:

- 6.3.1 Penalty due to delay in deliverables shall be 0.5% per week and part thereof subjected to maximum 10%.
- 6.3.2 Penalty due to Downtime or due to performance below the expected Turnaround time of any application integrated with the Solution, which may impact Banks business:
- 6.3.3 After implementation of the complete solution, Penalty will be deducted for partial or complete downtime of the system excluding the planned Downtime on monthly basis and penalty will be charged as specified below:

Uptime(U)	Penalty
U >=99.95	No Penalty
<p>For every 0.5% decrease in guaranteed monthly uptime for End to End Digital Lending Solution, penalty at 0.1% of total contract value shall be recovered from the service provider subject to maximum of 5% of total contract value.</p> <p>If the uptime is below 95%, The bank shall have the full right to terminate the contract under this RFP. The right of termination shall be in addition to the penalty as mentioned above along with invocation of Performance Bank Guarantee and other steps as deem fit to Bank.</p>	

- 6.3.4 SLAs will be monitored on Quarterly basis and the penalty will be levied accordingly.



6.3.5 The downtime penalty on account of reasons attributable to the Bank will be excluded while calculating overall downtime. The same will be done on the sole discretion of the Bank after going through the detailed Root Cause Analysis (RCA) provided by the vendor for issues/ failures reported.

6.3.6 The penalty due to down-time, during contract period will be deducted from any subsequent payment to be made to the selected bidder.

6.4 Penalty Due to Erroneous Behavior of the Solution:

6.4.1 If the solution or any of its components behaves erroneously which results in monetary or business loss to the Bank, then the entire amount of such loss shall be recovered from the bidder on actual basis. The maximum penalty under this category is limited to 5% of contract value.

6.5 Penalty due to Absence of On-site Engineers (Resource & Team Lead):

6.5.1 During the Implementation and contract period- In the absence of the engineer, suitable replacement is to be provided on immediate basis. In case of absolute absence (when no replacement is provided), penalty would be deducted @0.5%of the Resource cost, for each day during the implementation period, up to a maximum of 10% of the resource cost.

6.5.2 Team lead/Project manager is required to be present Onsite. Failure to do so will attract a penalty of 0.05% of the contract value for each day up to a maximum of 0.5%.

a. Performance Measurement

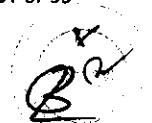
Services	Description	Calculation	Periodicity	MSL	Penalty
Hardware Utilization	Hardware utilization for OLTP should not exceed 50% for more than 10 minutes continuously in a day. *Incident-- Each incident is defined as utilization crossing the 50% threshold for continuous 10 minutes window in a day.	EMS/ Helpdesk	Monthly	Per instance	Penalty of INR 5,000 will be levied forevery such instance

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Services	Description	Calculation	Periodicity	MSL	Penalty
Storage Utilization	The storage utilization should not exceed 90% at any given point of time	EMS/ Helpdesk	Monthly	Per instance	Penalty of INR 5,000 will be levied forevery 1% increase in storage beyond 90% space utilization
Batch Processing	In the event of erroneously batch uploads due to fault solely attributable to the bidder	Manual Identification	Monthly	Per Instance	Penalty of INR 2,000 will be levied forevery such instance
Application Patch Management	Bidder shall implement program updates, patches, fixes and critical security alerts within three months of the release by OEM	Manual Audit	Monthly	Per Instance	Penalty of INR 10,000 will be levied forevery week's delay beyond three months

b. Management, Reporting and Governance:

Service Details	SLA Measurement	SLA	Penalty
RCA Submission	Adherence to delivery of RCA Reports for issues/ gaps/ bugs within a week of the issue being identified/ notified.	100%	The RCA reports to be shared within a week of the issue being identified/ notified. For each default the penalty of INR 1,000/- per week or part thereof maybe charged to the bidder subject to maximum of Rs 50,000.00



c. Bug Reporting & Resolution

Level	Description	Calculation	Periodicity	MSL	Penalty
Bug Reporting	Bidder shall ensure that all bugs reported by the users/ testing team shall be duly logged and assigned a unique ID for reference purposes. Users shall be informed about the reference ID maximum within 15 minutes from recording the complaint	Manually through various communication on channels	Monthly	100%	Penalty @ Rs. 1,000/- per day will be levied subject to maximum of 0.5% of the contract value.
Bug Resolution	Bidder shall ensure that all bugs reported by the users/testing team as agreed with the Bank and resolved maximum within 3 calendar days. The reference ID post resolution should be closed in concurrence with the Bank.	NA	Monthly	Per Instance	

d. Audit Gaps

Item	Issue Categorization	Resolution Period	Penalty Amount (**)
Audit Gaps Resolution	High	Within 7 days	5,000/-per issue per day post the resolution period till the issue/gap closure date. Maximum of 0.1% of contract value.
	Medium	Within 10 days	2,500/-perissue per day post the resolution period till the issue/gap closure date. Maximum of 0.5% of contract value.
	Low	Within 15 days	1,000/-perissue per day post the resolution period till the issue/gap closure date. Maximum of 0.25% of contract value.

**Bidder is required to submit the compliance document confirming that the gaps identified by Bank's appointed third party have been closed.

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- 6.6 The bidder shall not be penalized for any SLA breach outside the scope of bidder and for any reason not attributable to the Bidder.
- 6.6.1 Penalty as in 6.3 to 6.5 can be levied simultaneously. Maximum deducted penalty of one type will not affect any other type of penalty i.e. All the types of penalties can be levied up to their maximum limit simultaneously.
- 6.6.2 Bank may also impose penalty to the extent of loss incurred, if the loss was due to the actions directly attributable to the Bidder.
- 6.6.3 If the selected Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document. The Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty/ Liquidated Damage for non-performance.
- 6.7 The overall penalty shall be restricted to 10% of the total contract value if not specified otherwise. This will be over and above all other penalties defined in RFP for various incidents.
- 6.7.1 Any claims from Bank's Clients / Customers with respect to Liquidated damages due to Data loss or privacy breach shall be attributable to the selected bidder and any loss to this effect shall be recovered from the bidder.
- 6.8 **Penalties/liquidated damages for Onsite/Offsite resources:** In case the resources goes on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the Bidder to ensure that regular functioning of the solution does not hamper. In case the replacements are not arranged, Bank shall pay only the proportionate amount of Resident resource charges during the particular quarter. The Bank shall also impose a penalty of 0.5% of the Resident resource charges (Excl. of GST) payable to the Bidder for that quarter for each week and part thereof of absence. However, total penalty under this clause will be limited to 5% of the total charges (Exclusive of GST) payable for Resident Resource charges for that quarter.
- 6.9 **Penalties/Liquidated Damages for non-performance:** If the bidder does not meet the specifications of the RFP 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.
- 6.10 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.
- 6.11 All the above LDs are independent of each other and are applicable separately and concurrently.
- 6.12 LD is not applicable for the reasons attributable to the Bank and Force Majeure.

