



**REQUEST FOR PROPOSAL [RFP]
FOR
“SELECTION OF VENDOR FOR SUPPLY, INSTALLATION, MAINTENANCE OF SECURE
WEB GATEWAY SOLUTION”**

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

RFP NO: PMO:RFP:1/2019-20

RFP issued by
Karnataka Gramin Bank
Head Office: IT Department, 32, Sanganakal Road,
Gandhinagar, Ballari– 583103 Karnataka
Date: 03rd JULY 2019

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1. Schedule of activities, events and timeline

Sl No	Description	Details
1	RFP No. and Date	PMO:RFP:1/2019-20 dated 03/07/2019
2	Brief Description of the RFP	RFP for Selection of vendor for Supply, Installation, Maintenance of Secure Web Gateway solution
3	Bank's Address for pre-bid queries, Communication and Submission of Tender	General Manager Karnataka Gramin Bank Canara Bank RRB, CBS Project Office, LIC "Jeevan Soudha" Building, First Floor, 19/19, 24 th Main Road, 1 st Phase, J P Nagar, Bengaluru- 560078
4	Contact Details	Mr. B R Anand, Chief Manager, KaGB Mr. H S Ramaraju, Manager, KaGB Tel: 080-26087510/47 E-mail: apmgroup@kgbk.in
5	Date of Issue	03/07/2019
6	Last Date of Submission of Queries for Pre-Bid	16/07/2019 before 5:00 PM
7	Pre-Bid Meeting	17/07/2019 at 11:00 AM
8	Last Date of Submission of Bids	05/08/2019 before 3:00 PM
9	Date and Time of Opening of Conformity to Eligibility Criteria	05/08/2019 at 3:30 PM
10	Date and Time of Opening of Technical Bid	Will be informed to bidders
11	Application Fees (Non-Refundable)	Rs. 25,000 + Rs. 4500 (18%) GST (Total Rupees Twenty Nine Thousand Five Hundred only)
12	Earnest Money Deposit (Refundable)	Rs. 5,00,000/- (Rupees Five Lakhs only)
<p>This document can be downloaded from Bank's website https://www.karnatakagraminbank.com/. The bidders should pay the Application Fee given above for the complete RFP document by means of DD drawn on any scheduled Commercial Bank for the above amount in favor of Karnataka Gramin Bank, payable at Ballari on or before date of submission of the Bid.</p>		

2. List of Annexures and Appendices

List of Annexures:

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3. 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 and 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 require.

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 require. 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) 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.

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.

4. Executive Summary of RFP

4.1 Definitions:

‘Bank’ means, unless excluded by and repugnant to context or the meaning thereof, shall mean ‘Karnataka Gramin Bank’ and which has invited bids under this Request for Proposal on behalf of both KaGB and KGB and shall be deemed to include its successors and permitted assigns.

‘Banks’ means Karnataka Gramin Bank (KaGB) and Kerala Gramin Bank (KGB) and shall be deemed to include their successors and permitted assigns.

‘RFP’ means this Request for Proposal prepared and issued by Karnataka Gramin Bank

‘Bidder’ means a vendor submitting the proposal in response to this RFP.

‘Contract’ means the agreement signed between successful Bidder and the Banks at the conclusion of bidding process, wherever required.

“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 condition of the RFP, etc.

4.2 Introduction

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 Karnataka with 1150 Branches and Kerala Gramin Bank (KGB) with Head Office at Malappuram operating in entire state of Kerala, with 640 Branches.

The Banks have Implemented Core Banking Solution with Finacle Software. KGB has authorized KaGB to act on its behalf to handle the complete RFP process for selection of bidder. KaGB will coordinate for smooth implementation of the Project and shall liaise with the Vendors, on behalf of KaGB and KGB and the vendor is jointly and severally responsible and liable to KaGB and KGB respectively.

The Banks’ Data Center (DC) is located in Bengaluru and Disaster Recovery Center (DRC) at Mumbai. The DC and DRC are connected to the Branches, Regional Offices and Head Offices through Wide Area Network. The entire network uses a mix of MPLS Leased Lines/VSAT connectivity through BSNL / Airtel / Tata etc. The Banks have Project Office & Network Operation Centre (NOC) in the Project Office, Bengaluru to administer and monitor IT Infrastructure and operations. The Banks have issued around twenty lakh debit cards each and together implemented around 600 ATMs, integrating with Canara Bank ATM Switch and Card Management Infrastructure.

Bank has an existing System Integrator M/s Wipro Ltd., as a Single Point of Contact for CBS and allied applications / services, management, maintenance, service levels, etc.

4.3 Background

Banks are using Finacle version 7.0.18 core banking solution (CBS) for business, procured through a System Integrator. Apart from their CBS, the Banks in order to meet other business, functional and

regulatory requirements are also using a host of other critical non CBS applications which were procured along with CBS.

Currently the Bank is using the below proxy servers

Data Center	SQUID Version 1.58 on Red Hat Linux
Disaster Recovery Center	SQUID Version 1.60 on Red Hat Linux

4.4 Intent

Through this RFP the eligible and potential bidders are invited to supply new generation Secure Web Gateway solution (appliance) as per the RFP, implement and deploy the hardware in the Bank's Data Center in Bangalore and Data Recovery Center in Mumbai.

4.5 Term of the contract

- 4.5.1** The Bank will enter into a Five year contract agreement with the selected bidder and will issue a Purchase Order for the five year contract period. The tenure of the contract would be Five years (3 years Warranty and 2 years AMC/ATS contract as applicable) from the date of the installation by the selected bidder and sign-off by the Bank.
- 4.5.2** The Bank shall reserve the sole right to grant any extension of additional 2 years, over the period mentioned in 4.5.1, at mutually agreed Terms and Conditions. However Bidder shall submit the proposal, three (3) months in advance, before the expiration of the term of 5 years (3 year Warranty and 2 year AMC) contract. The decision to grant or refuse the extension shall be at the discretion of Bank.

4.6 Costs to be borne by Bidders

All costs and expenses incurred by Bidders in any way associated with the development, preparation, and submission of their responses to the RFP, including but not limited to attendance at meetings, discussions, presentations, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Bidder.

4.7 No Legal Relationship

No binding legal relationship will exist between any of the Bidders and the Bank until execution of a contractual agreement.

4.8 Disqualification

Any form of canvassing/lobbying/influence/cartelization, etc. by the Bidder may result in disqualification of such Bidder.

4.9 Acceptance of Terms

A recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.

4.10 Prime Bidder

A Bidder meeting the eligibility requirements of the RFP and leading the RFP response including their partnership with multiple OEMs is the Prime Bidder. Bank will deal with only the prime bidder as a single point of contact who shall have the sole responsibility for the entire assignment.

5. Detailed Scope of Work for the Bidder

The scope of the bidder would be limited to design the solution as per RFP requirements, supply of hardware, commissioning of the hardware in the Bank's Data Center and Data Recovery Center.

#	Bidder's responsibility
1	Delivery, Installation, Configuration, Integration and Maintenance of Secure Web Gateway Solution to the data centers of the Bank in Bengaluru and Mumbai
2	Supply licenses and environmental software for the Secure Web Gateway solution
3	The bidder/OEM must analyse the existing production system and gather performance metrics. The bidder/OEM should recommended changes as per best practices wherever applicable.
4	Onsite installation of the Secure Web Gateway, rack and stack, power-on cabling of the Secure Web Gateway with the identified racks
5	Configuration of the security policies within the Secure Web Gateway solution as per the Banks requirement and Solution should support policies as per user names, groups, IP or IP ranges and time bound
6	Integration with other servers like AD, configuration of related components and policies as per Banks' requirement.
7	Enabling Auto-notification & update for policy , security patch , Application patch , upgrade , update etc
8	Backup of Configuration , Syslog, Access log, etc
9	The Bidder needs to provide the warranty and AMC for the hardware as per the requirements of this RFP.
10	The Bidder needs to ensure that for the Secure Web Gateway solution, there is an appropriate back lining arrangement with the OEM such that the Service Level requirements of this RFP are met for the period of the contract.
11	The Bidder needs to provide the warranty and ATS for the software to be supplied in this RFP for the period of contract
12	Provide back-to-back OEM support for all Hardware/appliance, software, licenses etc. & TAC support 24x7 by OEM
13	Solution should have capability to integrate with other security solutions, as and when implemented by Bank such as SIEM, etc

6. Technical considerations for the Secure Web Gateway solution

6.1 Sizing

No of Users					
Bank Name	2018-19	2019-20	2020-21	2021-22	2022-23
KaGB	5410	5679	5928	6173	6476
KGB	3675	3858	4049	4250	4463
Total Users					10939

Rounding off, the appliance proposed should support a total of 11000 users and at a concurrency of 33%, Bank expects the bidders to size the appliance for approx. 3600 users. The Bidder is required to propose perpetual licenses for all 3600 users. The Bidder is required to propose the cost of 3600 users in Appendix 01 – Bill of Materials

However, the same appliance should be able to accommodate a 100% growth during the contract period. In case of any increase in concurrent users beyond 3600 users, the Bank will procure the incremental licenses.

Data Center: Provision of 02 (two) Secure Web Gateway hardware/appliances (in redundancy and active-active high availability mode) for the Bank as part of this contract. The bidders have to note that each appliance must be sized for a concurrent user load of 3600 users.

Disaster Recovery Center: Provision of 01 (one) Secure Web Gateway hardware/appliances for the Bank as part of this contract sized for a concurrent user load of 3600 users.

Bank will use appliance either in DC or in DRC. At no point of time appliances at both sites will be in use concurrently. Bidder needs to propose license accordingly.

6.2 Additional users licenses cost

The Bank during the period of the contract may optionally procure additional user licenses in multiples of 500. The bidder has to propose the cost of 500 additional licenses in the Appendix 01 – Bill of Materials. For the purposes of evaluation, this cost would be added to year 1 for the purposes of commercial evaluation.

6.3 Internet Bandwidth size

- 6.3.1** Bank has the following internet bandwidth links at their Data Centers
- Data Center, Bengaluru – 50 MBPS**
 - Disaster Recovery Center, Mumbai – 25 MBPS**

6.4 Licensing model

6.4.1 The licensing of the OEM should be on a perpetual model and not on a subscription model

6.5 High Availability configuration

#	Location	High Availability	Number of Devices (Nos)
1	Data Center - Bengaluru	Active – Active	2
2	Disaster Recovery Center - Mumbai	Active	1

6.6 Monitoring and Management

6.6.1 The proposed solution should support to monitor traffic from multiple segments like WAN,DMZ, Server Farm, Wi-Fi network, MPLS links etc. simultaneously on a single appliance.

6.6.2 Health and Performance Monitoring Features

6.6.2.1 The proposed solution should be managed centrally through a single Management Console.

6.6.2.2 The management platform should be configured to proactively detect the health issues and service degradation/interruptions and should be able to create event / alerts to the relevant administrators through Email, SMS etc.

6.7 System Integrator co-ordination

6.7.1 Any integration work during implementation is to be taken care of by the bidder in consonance with Bank's System Integrator/specific Service Provider.

6.8 OEM warranty and Back lining support

6.8.1 For the Secure Web Gateway the Bidder has to take back to back OEM support for complete contract period.

6.8.2 During the contract period it will be the responsibility of the Bidder to raise tickets with the OEM for the replacement of the faulty items

6.9 Solution Architecture documentation

6.9.1 Detailed solution architecture, design, traffic flow and policies should be clearly documented.

6.9.2 Deployment of the solution will start only after acceptance by the Bank.

6.10 Acceptance testing

6.10.1 Prior to production rollout the Bidder has to undertake an acceptance testing of the new web security devices. All suggestions by the Bank should be incorporated in the solution. Post the successful acceptance testing the Bidder is required to migrate the Secure Web Gateway to the production environment. The OEM of the Secure Web Gateway solutions

should be involved for the acceptance testing and go live of the solution. The configurations should be done by the bidder under the guidance and vetting of the OEM. The bidder should provision for onsite support of the OEM for trouble shooting, resolution of issues during and after the implementation.

6.11 Training

- 6.11.1** The bidder shall arrange the certified training program from OEM for at least two officials of the Bank. Preferably at the OEMs training centers.
- 6.11.2** The training should cover all aspects of the solution which includes system administration and policy management, report generation and other relevant features of the solution.
- 6.11.3** The training should be of OEM certification level standard with certified training materials.

6.12 End of Sale and End of Support:

The Bidder has to ensure that any equipment or its components supplied as part of this RFP should not have either reached or announced end of sale on the last date of bid submission. In the event of any equipment supplied by the Bidder reaches end of support, within the contract period of five years, the Bidder has to replace the equipment at no additional cost to the Bank.

6.13 Manuals/Documentation

Soft copies of User and Technical manuals are to be provided for all the functionalities /modules/hardware/tools proposed for the solution separately. In addition, online help with search option has to be made available for all users for all applications.

6.14 Knowledge Transfer to the Bank

At the end of the implementation the bidder has to transfer detailed knowledge through a planned transfer mechanism which would typically include service and tasks that are required to be performed / rendered by the Bidder to the Bank or its designee to ensure smooth handover and transitioning of the understanding and management of the new environment.

6.15 No Open Source software

The bidder must give the details of suitable tools/software/hardware/utilities/solutions that is proposed. None of the tools/software/hardware/utilities/solutions proposed should be open source. Any bid submitted with open source tools/software/hardware/utilities/solutions will be summarily rejected.

7. Project timeline

The bidder has to adhere to the timelines specified in the below table. The timelines specified for each month in the below table are from the date of acceptance of purchase order. The bidder is expected to factor in all effort required to adhere to these timelines. The Bank will not accept any plea by the bidder at a later date for deviating from these timelines on the pretext that the same was not explicitly mentioned in the RFP.

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The bidder has to submit a detailed plan for migration and implementation of the solution. Plan should include the full scope of the project as mentioned above. On acceptance of such plan by Bank, the vendor is required to carry out the implementation, and customization as applicable including supply, installation, and testing of solution etc. The bidder shall also handle all matters relating to the configuration and operation of the system including but not limited to application, system interfaces, documentations, User manual and training for the successful implementation of the system.

7.1 Timeline

#	Activity	Month 0	Month 1	Month 2	Month 3	Month 4
1	Purchase order, Issuance and Acceptance	PO Issuance and Acceptance				
2	Supply of appliance at DC and DRC of the Bank		Within 6 weeks from date of PO acceptance at respective locations in Bengaluru and Mumbai			
3	Appliance and related software installation, cabling			Within 8 weeks from date of PO acceptance		
4	Implementation, Policy configurations, Acceptance testing and Go live				Within 4 months from date of PO acceptance	

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 projects. Project kick-off meeting should happen within 7 days from the date of acceptance of PO.

7.2 Installation and configuration

- 7.2.1** Bidder should install all ordered equipment's supplied for the smooth functioning of the Secure Web Gateway solution.
- 7.2.2** The installation and configuration of all the equipment's supplied and migration from existing to the new solution shall be completed within the time period specified in the RFP.
- 7.2.3** Bank reserves the right to involve experts and independent contractors, as necessary.
- 7.2.4** All the installation and configuration shall be under the direction and guidance of the OEM.
- 7.2.5** Bidder shall be responsible to generate detailed documentation for the entire installation/configuration, troubleshooting procedures, etc.

- 7.2.6** Detailed architecture of the solution should be handed over to the Bank both prior and post the implementation stage (including the modifications made in the architecture if any, during the implementation stage).
- 7.2.7** The implementation will be deemed complete when all the supplied devices including hardware, operating systems, licenses, database, supporting software, drivers, etc are installed and accepted by the Bank. The new Secure Web Gateway should be configured with all the policies and moved to the production environment.
- 7.2.8** The Bidder should perform load testing on the new solution before moving it to production. The testing should be done in the presence of Bank officials and the testing reports should be shared with the Bank.

8. Service Level Agreement

8.1 Response and Warranty

- 8.1.1** The bidder as part of this RFP should provide a 24/7 response in case of appliance failure during operations. Additionally the OEM of the Secure Web Gateway must ensure that all the component spares are readily available from their respective offices in Bangalore and Mumbai.
- 8.1.2** In the event bidder fails in their obligations to provide the product upgrades (including management software upgrades and new product feature releases) within 30 days of release / announcement, the OEM should assume complete responsibility on behalf of the bidder to provide the same to the bank at no additional cost to the bank and install the same at the Banks premises.

8.2 Mean Time Between Failure (MTBF)

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

8.3 Mean Time To Restore (MTTR) for the Bidder

- 8.3.1** The bidders response time shall be less than 1 hour and the MTTR shall be less than 2 hours. Time specified above is from the time of lodging the complaint or intimation to the bidder.

8.4 Uptime

- 8.4.1** The bidder shall guarantee a 24*7 availability of their supplied appliance with a minimum monthly uptime of 99.90% during the contract period
- 8.4.2** The uptime is for calculation purposes equals to the total contracted hours in a month minus the downtime. The downtime is the time between the time of failure and time of

restoration within the contracted hours. Failure is a condition that renders the Bank unable to perform their normal business operations due to the non-availability of the supplied appliance failure due to component or part or whole. Restoration is the condition that when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same.

8.4.3 If the bidder is not able to attend the trouble shooting calls on supplied appliance 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 purpose of uptime calculation.

8.4.4 The downtime calculated shall not include any failure due to Bank, third party or force majeure

8.4.5 The percentage uptime will be calculated on a monthly basis as follows

8.4.5.1 $(\text{Total contracted hours in a month} - \text{downtime hours within contracted hours}) / (\text{total contracted hours in a month}) * 100$

8.4.5.2 Where contracted hours in a month = No of days in a month * 24 hours

8.5 Penalties/ Liquidated damages

8.5.1 Penalties/Liquidated damages for delay in delivery and implementation of the solution would be as under:

8.5.1.1 Non-compliance of project timeline as defined in section 7.1 will result in the Bank imposing a penalty of 0.5% plus applicable taxes on delay in delivery per week or part thereof, on the total value of the contract. In case any undelivered hardware item renders the entire appliance unusable, then the total value of the contract would be considered for imposing a penalty on the Bidder.

8.5.1.2 If the Successful Bidder fails to meet the requirements under Service Level Agreement like delays/defaults/deficiency of services in delivery/ installation/replacement /repair of any or all of the Systems/equipment's /Solution mentioned in the Purchase order (PO), Bank shall, without prejudice to its other rights and remedies under and in accordance with the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 0.5% per week or part thereof of the value of P.O. In case of undue delay beyond a period of 15 (fifteen) days unless otherwise waived by the Bank, Bank at its discretion may consider termination of the Contract.

8.5.1.3 The total penalty/Liquidated damages under above clause will be restricted to a ten percent (10 %) of the total value of the contract.

8.5.2 Penalties for non-maintenance of uptime during the contract period

8.5.2.1 If the bidder fails to maintain the guaranteed uptime of supplied solution during warranty and AMC period, the penalty for uptime will be deducted from the total PO value as under:-

Level of solution availability calculated on a monthly basis	Penalty amount
Equal & Above 99.90%	No penalty would be deducted
98.90% to <99.90%	0.10% plus applicable taxes on total PO value for every hour or part thereof
97.90% to <98.90%	0.20% plus applicable taxes on total PO value for every hour or part thereof
96.90% to <97.90%	0.30% plus applicable taxes on total PO value for every hour or part thereof
95.00% to <96.90%	0.50% plus applicable taxes on total PO value for every hour or part thereof
Less than 95.00%	1.00% plus applicable taxes on total PO value for every hour or part thereof

8.5.2.2 The maximum penalty levied shall not be more than 25% plus applicable taxes of the AMC amount payable for one year.

8.5.2.3 If the 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. 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 support payments).

8.5.3 Penalties/Liquidated damages for non-performance

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

8.5.3.2 This penalty/liquidated damages would also be applicable if the bidder, by intention or not, supplies incorrect or used/refurbished hardware against the invoiced make and type.

8.5.4 The liquidated damages shall be deducted/recovered by the Bank from any money due or becoming due to the bidder under the purchase order or may be recovered by invoking of Bank guarantee or otherwise from Bidder or any of the order 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.

8.5.5 All the above penalties/LDs are independent of each other and are applicable separately and concurrently.

8.6 Support engineers

8.6.1 The bidder must deploy One dedicated FM engineer, certified on the Solution by OEM, from the date of successful implementation of the project. The minimum experience of the engineer must be at least 2 year in the proposed Secure Web Gateway solution.

8.6.2 The bidder must provide service availability of the onsite engineer at Banks' premises, specified by the Bank in the order, on all working days of both Banks.

8.6.3 Onsite support should be provided for all the Secure Web Gateway issues that cannot be resolved by support engineer.

8.6.4 Scope of onsite resource includes:-

- a. Managing the solution at DC & DRC
- b. Make addition/changes/deletion of rule/policy etc. as per Bank's requirement.
- c. Applying update, upgrade, patches, fixes etc.
- d. Backup of log, config, data etc.
- e. Report preparation, generation etc.
- f. Monitoring the HW, SW and Application s' health and utilization.
- g. Call log, Follow-up, escalation for resolving issues
- h. Generate alert for Bank team.
- i. Co-ordination with Bank team for ensuring smooth operation of the solution.
- j. Knowledge transfer to Bank employees.
- k. Maintain downtime register

8.7 Call logging

8.7.1 The bidder should have a 24*7 support center during all 365 days of the year in order to log tickets. The support center telephone numbers should be provided to the Bank.

8.7.2 During the contract period, it is the responsibility of the vendor to raise complaints/tickets with the OEM for replacement of the faulty item.

9. Instructions to RFP response

9.1 Rules for responding to the RFP

9.1.1 All responses received after the due date and cutoff time would be considered late and would be rejected.

9.2 Cost of RFP (Application Money)

9.2.1 Bidder has to pay the cost of the RFP in the form of Demand Draft/Bankers Cheque in favor of "Karnataka Gramin Bank" payable at Ballari, Karnataka at the time of purchase of RFP documents. The Bidder downloading the RFP from Bank website has to ensure payment of application money by enclosing the Demand Draft/Bankers Cheque as part of the Eligibility Bid envelope.

9.2.2 In case the RFP is downloaded by the bidder from the Bank's website, the eligibility bid responses should be accompanied by the required application money. Bidders whose eligibility bid responses not accompanied by the required application money document would be rejected.

9.3 Currency

9.3.1 The Bidder is requested to quote in Indian Rupees ('INR') only. Bids in currencies other than INR shall not be considered.

9.4 Price

- 9.4.1** The Price quoted by the Bidder should be FLAT RATE [i.e. should include all costs]
- 9.4.2** The price should be uniform for the contract period of five years (3 years warranty plus 2 years AMC/ATS).
- 9.4.3** The Bank reserves the right to place orders in stages for the items quoted in the Appendix 1 – Bill of materials by the bidder during the contract period.
- 9.4.4** Beyond the quantities mentioned in the RFP Appendix 1 – Bill of materials, the Bank reserves the right to increase or decrease the quantum of purchase by 25%, at the same unit rates and same Terms and Conditions of this tender. All the Hardware/Software should have comprehensive onsite warranty of 3 years and AMC support of 2 years.
- 9.4.5** The price should be inclusive of all taxes, duties, levies, charges, transportation, insurance, GST, etc.
- 9.4.6** The base price quoted by the Bidder shall be fixed during the Bidder's performance of the contract period and shall not be subjected to variation on any account, including changes in duties, levies, fluctuations in foreign exchange, etc.
- 9.4.7** Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.
- 9.4.8** All responses should be in English language.
- 9.4.9** All responses by the Bidders to this RFP document shall be binding on such Bidders for a period of 180 days after the last date of bid submission. Bank may seek further extensions of the bid validity, if required.
- 9.4.10** All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the Bidders and may, if accepted by the Bank, form part of the final contract between the Bank and the selected Bidder. Bidders are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.
- 9.4.11** Any eligibility, technical or commercial bid, submitted cannot be withdrawn/modified after the last date for submission of the bids unless specifically permitted in writing by the Bank.
- 9.4.12** The Bidder may modify or withdraw its offer after submission, provided that, the Bank, prior to the closing date and time, and receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the Bidder subsequent to the closing date and time for submission of the offers.
- 9.4.13** The Bidder can add additional line items in the Appendix 01 – Bill of materials for quoting for additional items/components that the Bidder requires for fulfilling the services and deliverables as part of the RFP response. In case any Bidder does not quote for any of the components, the response would be deemed to include the quote for such unquoted components required for meeting the functional and technical requirements including the service levels specified in this RFP. It is mandatory to submit the technical details in the formats given along with this document duly filled in, along with the offer. The Bank reserves the right not to permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.

- 9.4.14** Based on Bank's technical requirements as listed in this RFP, the Bidder should identify the best-suited Solution that would meet Bank's requirements and provide a complete quote for the same for the period of the contract. In case the Bidder quotes for more than one solution (for example one quote for software x and y and another quote for software x and z) then the response would be considered as improper and liable to be rejected. The Bidder should not give options to the Bank to select from his offer. The Bidder is expected to select the best option and quote for the same in his offer. (For example the Bidder should not quote for two database servers, one xyz and other abc, and leaves it to the Bank to choose any one of them.)
- 9.4.15** Each offer should specify only a single Solution, which is cost-effective and meeting the entire tender technical specifications. It is the responsibility of the Bidder to decide the best suitable Solution for the Bank.
- 9.4.16** The Bidder must furnish requirements strictly as per the formats provided in the RFP document.
- 9.4.17** In the event the Bidder has quoted "Nil" or "0" for any mandatory or optional line item in the Bidder's commercial bid, with respect to any costs, the same will be deemed to be provided by the Bidder at no cost to the Bank, and the Bank will not pay any charges later for such items for the period of the contract.
- 9.4.18** The Bank is not responsible for any assumptions or judgments made by the Bidder for arriving at any type of sizing or costing. The Bank at all times will benchmark the performance of the Bidder to the RFP documents circulated to the Bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the Bidder must make good the same at no extra costs to the Bank within two weeks of detection of the deviation, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the Bidder.
- 9.4.19** The Bank ascertains and concludes that everything as mentioned in the RFP documents circulated to the Bidders and responded by the Bidders have been quoted for by the Bidders, and there will be no extra cost associated with the same other than the cost quoted by the Bidders.
- 9.4.20** In the event the Bank has not asked for any quotes for alternative prices, and the Bidder furnishes the alternative price in the Bidder's financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However payment by the Bank will be made at the lower price.
- 9.4.21** In the event mandatory or optional prices are not quoted by the Bidder, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating Bidders will be taken as the costs, for such for arriving at the Total Cost of Ownership for the purpose of evaluation of the defaulting/deviating Bidder. However the Bank will not be liable to pay for the items not quoted by the Bidder and the Bidder has to supply the same at no cost to the Bank.
- 9.4.22** No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.

- 9.4.23** The Bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, time frame for implementation, service levels, etc. as mentioned in the RFP documents circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditions, project schedule, service levels etc. as proposed in the RFP.
- 9.4.24** The Appendix 01 - Bill of materials is used for the TCO evaluation of the Bidders only. The Bank will hold the complete discretion of procuring and implementing products and services that are quoted as part of the Appendix 01 – Bill of materials by the Bidders. The Bank will only pay for items procured and used by the Bank. The Bank will not pay or is not bound to pay for items not procured or used by the Bank. The Bidder cannot compel the Bank to procure or pay for items not desired by the Bank.
- 9.4.25** The Bank would like to expressly state that any assumptions, terms, conditions, deviations etc which the Bidder includes in any part of the Bidders response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, terms, conditions, deviations etc have been accepted by the Bank and communicated to the Bidder in writing. The Bidder at a later date cannot make any plea of having specified any assumptions, terms, conditions, deviations etc in the Bidder's response to this RFP.
- 9.4.26** The rates for additional/optional items would only be applicable in the event the Bank is procuring additional/optional quantities. The rates of all additional/optional items would be valid for the period of the contract. The prices of all additional/optional items would be added to the Year 1 cost for the purpose of computing the TCO.
- 9.4.27** The Bidder, from time to time during the period of the contract, should provide price benefits to Bank, in the event that the prices of any proposed items have reduced. Such price benefits would be discussed mutually by the Bank and the Bidder. In the event the Bidder does not offer the price benefit to the Bank, Bank will have the right to independently procure the same from the market and the Bidder will have no objection to the same.
- 9.4.28** All prices are quoted as unit rates as part of Appendix 01 - Bill of Materials. In case of any upward/downward movement in any units mentioned by the Bank in Appendix 01 - Bill of Materials in regards to actual business requirements, the same unit prices will be applicable for any additional/reduced unit availed. The Bidder needs to ensure that the sizing is done as per the scope articulated in the RFP and the responsibility of the entire sizing rests with the Bidder for the tenure of the contract.
- 9.4.29** The prices quoted by the Bidder shall include all costs such as, taxes, VAT, levies, cess, excise and custom duties, installation, insurance etc. that need to be incurred. The prices quoted will also include transportation to respective sites, and insurance till completion of the appliance installation and acceptance by the Bank. The price payable to the Bidder shall be inclusive of carrying out any modifications/changes/upgrades/updates to the application suite or other application software or equipment that is required to be made in order to comply with any statutory or regulatory requirements, and the Bank shall not pay any additional cost for the same. Bidder needs to provide the details about all such items considered in the RFP.

- 9.4.30** In case of any variation (upward or down ward) in GST quoted separately which has been included as part of the price bid, such variation will be borne by or passed on to the Bank. Variation would also include the introduction of any new tax/cess.
- 9.4.31** All taxes should be quoted at the prevailing rates at the time of bid submission. Any variations in the taxes quoted by the Bidder which are not in line with the applicable rates prevailing for such equipment/services may entail rejection of the Bidders proposal. The tax rates should not be masked in the masked bill of materials (Appendix 01) submitted to the Bank as part of the Technical proposal. In the event of a difference between the rate quoted in the technical (masked) and commercial (unmasked) bill of materials, the applicable tax rates will prevail.
- 9.4.32** If the Bidder makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly.
- 9.4.33** Terms of payment indicated in the Contract that will be issued by the Bank to the selected Bidder will be final and binding on the Bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Contract, the Bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between Bank and the Bidder". Bidder should ensure that the project timeline should not suffer for this reason.
- 9.4.34** In case of any deviation between the unit price and the total, the unit price would be considered for commercial evaluation as the price quoted and product of the unit price and quantity would be taken for arriving at the line item cost.

9.5 Price Comparisons

- 9.5.1** While Bank will at its discretion summarily reject the equipment's of a lower configuration than those mentioned in the Annexure 02 – Minimum Specifications for Secure Web Gateway, Bank would accept equipment's of higher configuration after a price evaluation of such higher configuration to ensure that there is no adverse price impact and any advantage of a lower price in such cases is passed on to the Bank.
- 9.5.2** The insurance shall be done for equipment's on "all risks" basis, including war risks, fire and theft and robbery clauses, valid until the appliance installation and acceptance by the Bank;
- 9.5.3** The rate quoted by the Bidder should necessarily include the following:
- 9.5.3.1 Cost of the equipment;
 - 9.5.3.2 Minimum of three years comprehensive Product warranty for hardware covering all parts, service visits to the concerned Branches/Offices etc. and there after the annual maintenance charge (AMC) for remaining contract period.
 - 9.5.3.3 Minimum of one year or higher of comprehensive Product warranty for Software covering all services and there after the annual technical support (ATS) for remaining contract period.
 - 9.5.3.4 The warranty on appliance would begin post successful acceptance and software post successful installation

- 9.5.3.5 Transportation, forwarding and freight charges of all equipment to the site should be factored as part of the bidders cost in their Appendix 01 - Bill of materials.
- 9.5.3.6 The Bidder is expected to provide for services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract;
- 9.5.3.7 The Bidder must provide and quote for all products and services as desired by the Bank as mentioned in this RFP. Any products / services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder;

9.6 Bid Security and Performance Guarantee

9.6.1 Bid Security

- 9.6.1.1 Bidders are required to give an Earnest money deposit as specified in the RFP should be submitted by way of Demand Draft/Bank Guarantee in lieu of EMD (Appendix 11 – Pro forma for Bank Guarantee in lieu of DD) drawn at Ballari, payable to “Karnataka Gramin Bank” along with Eligibility Bid. The Demand Draft/Bank Guarantee should be of a Scheduled Commercial Bank.
- 9.6.1.2 The EMD will be valid for six months from the last date of bid submission. This should be issued by a Scheduled Commercial Bank. This must be extended in case requested by the Bank.
- 9.6.1.3 Offers made without the Earnest Money Deposit will be rejected.
- 9.6.1.4 The amount of Earnest Money Deposit would be forfeited in the following scenarios:
 - 9.6.1.4.1 In case the Bidder withdraws the bid prior to validity period of the bid for any reason whatsoever;
 - 9.6.1.4.2 In case the successful Bidder fails to accept Purchase Order and / or sign the contract as specified in this document for any reason whatsoever; Thereafter the Bank shall be at liberty to proceed with procurement from the other Bidders within the purview of the same RFP by calling for fresh Commercial quotes from Bidders. In such an event, the initially selected Bidder stands disqualified for further participating in the subject Bid;
 - 9.6.1.4.3 In case the successful Bidder fails to provide the performance guarantee within 21 days from the date of acceptance of the purchase order by the Bidder
- 9.6.1.5 The bid security (EMD) will be returned to the unsuccessful Bidders only after receiving acceptance of the “Letter of Appointment” by the successful Bidder.

9.6.2 Performance Guarantee

- 9.6.2.1 The successful Bidder shall provide an unconditional and irrevocable performance bank guarantee for the period of the contract in the form and manner provided by Bank equivalent to 10% of the total contract value of the contract awarded to the selected Bidder.
- 9.6.2.2 In the event of non-performance of obligation or failure to meet terms of this RFP Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. The guarantee should be of that of a Scheduled Commercial Bank only.

- 9.6.2.3 The project will be deemed complete only when all the solutions and items contracted by Bank are delivered in good condition, installed, commissioned, implemented, tested and accepted along with the associated certification, documentation and training provided to Bank's employees in compliance with the terms of this RFP and as per the requirements of the contract executed between Bank and the Bidder and the acceptance criteria defined in this document is met.
- 9.6.2.4 If the performance guarantee is not submitted, Bank reserves the right to cancel the contract.
- 9.6.2.5 The bid security (EMD) would be returned to the successful Bidder after the submission of the performance guarantee
- 9.6.2.6 The Performance Guarantee should be submitted within 21 days of acceptance of Purchase Order. In case of delay in submission of the performance guarantee then the Bank will charge 0.5% penalty of the contract amount per week or part thereof subject to a maximum of 5% value of the contract.

9.7 Others terms of the RFP

- 9.7.1 The terms and conditions as specified in the RFP, addendum and corrigendum issued by the Bank thereafter are final and binding on the Bidders. In the event the Bidder is not willing to accept the terms and conditions of Bank, the Bidder may, in sole discretion of Bank, be disqualified.
- 9.7.2 The Bidder must strictly adhere to the delivery dates or lead times identified in their proposal including the project timeline. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the selected Bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this RFP) due to the Bidder's inability to meet the established delivery dates, that Bidder will be responsible for any re-procurement costs suffered by the Bank. The liability of re-procurement costs in such an event could be limited to the amount actually spent by Bank for procuring similar deliverables and services. The re-procurement cost would be established post a reasonable due – diligence of the re-procurement cost to be incurred.
- 9.7.3 By submitting the bid, the 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 Bidder represents that all software and hardware to be supplied in response to this RFP shall meet the proposed Solution requirements of the Bank. 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 Bank. The Bidder also acknowledges that 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, Bank expects the Bidder to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank in writing, shall form a part of the final contract.

9.7.4 The Bidder shall represent that the proposed appliance and its documentation and/or use of the same by Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Bidder further represents that the documentation to be provided to Bank shall contain a complete and accurate description of the software, hardware and other materials and services (as applicable), and shall be prepared and maintained in accordance with the highest Industry standards. The Bidder represents and agrees to obtain and maintain validity throughout the contract period, of all appropriate registrations permissions and approvals, which are statutorily required to be obtained by the Bidder for performance of the obligations of the Bidder. The Bidder further agrees to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the contract period be statutorily required to be obtained by the Bank for availing services from the Bidder.

9.7.5 All terms and conditions, payments schedules, time frame for implementation, expected service levels as per this RFP will remain unchanged unless explicitly communicated by Bank in writing to the Bidders.

9.7.6 The Bidder covenants and represents to Bank, the following:

9.7.6.1 It is duly incorporated, validly existing and in good understanding as per the laws of the jurisdiction of its incorporation.

9.7.6.2 It has the corporate power and authority to perform its obligations hereunder and to execute appropriate contracts in terms of this RFP. The performance of terms and conditions under the RFP by it and the performance of its obligations hereunder are duly authorized and approved by all necessary action.

9.7.6.3 The execution, delivery and performance under an Agreement by such Party:

9.7.6.3.1 Will not violate or contravene any provision of its documents of incorporation.

9.7.6.3.2 Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound.

9.7.6.4 Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever.

9.7.6.5 To the best of its knowledge, after reasonable investigation, no representation or warranty by such party in this tender and subsequent agreement, and no document furnished or to be furnished to the other party to this tender and subsequent agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or

transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

- 9.7.6.6 The Bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time. The Bank has the right to interview any and all of the resources deputed by the Bidder and only upon satisfaction will allow the resource to work on the project.
- 9.7.6.7 All RFP response documents would become the property of the Bank and the Bank also would not return the bid documents to the Bidders.
- 9.7.6.8 Bank would not assume any expenses incurred by the Bidder in preparation of the response to this RFP
- 9.7.6.9 Bank will not bear any costs incurred by the Bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
- 9.7.7** 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.
- 9.7.8** Bank reserves the right to change/add any terms and conditions of the RFP by issuing addendum/corrigendum and putting it on Bank's website.
- 9.7.9** Bank reserves the right to extend the dates for submission of any and all responses to this document.
- 9.7.10** Bidders shall have the opportunity to get their doubts clarified pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to the contact officer, not later than the query submission date noted in RFP and as indicated by Bank from time to time.
- 9.7.11** Preliminary Scrutiny – Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. Bank may, at its discretion, waive any minor non- conformity or any minor deficiency in an offer. This shall be binding on all Bidders and Bank reserves the right for such waivers and Bank's decision in the matter will be final.
- 9.7.12** Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, Bank may, at its discretion, ask some or all Bidders for clarification of their offer. Bank has the right to disqualify the Bidder whose clarification is found not suitable to the project requirements.
- 9.7.13** No Commitment to Accept Lowest bid or Any Tender – Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this RFP. Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations in respect of the rejection.
- 9.7.14** Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. 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. Bank may treat the offers not adhering to these guidelines as unacceptable. The proposals should be in the template that is recommended and provided in this RFP.

- 9.7.15** The Bidder shall perform its obligations under this RFP as an independent contractor. Neither this tender nor the Bidder's performance of obligations under this tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between Bank and the Bidder or its employees, subcontractor; and the Bidder shall not have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of Bank.
- 9.7.16** Bidder shall inform their readiness for the pre-delivery/post-delivery inspection at least 15 days in advance. Inspection of the centralized application and data base servers, etc will be carried out at the Data Centre/DRC. All reasonable facilities, tools and assistance including access to drawings and production data should be provided to Bank's officials and the representatives during inspection. There shall not be any additional charges for such inspection. However, Bank will have the discretion to recover the costs related to travel and stay of its staff / representatives if the equipment offered for inspection is not as per Bank's requirement or the test conditions are not complied with
- 9.7.17** No site will be accepted as complete if any part of DC-DRC hardware and software is not delivered, and if delivered not installed, commissioned and operationalized. In such an event, the supply and installation will be termed incomplete and will not be accepted and warranty period will not commence besides Bank's right to invoke the penalties which will be prescribed in the contract. Every site will be accepted after complete commissioning of equipment, applications, services, etc.
- 9.7.18** There will be an acceptance test by Bank or its nominated representatives after installation of the systems. In case of discrepancy in hardware/software supplied, Bank reserves the right to cancel the entire contract and the Bidder should take back their equipment at its costs and risks. The test will be arranged by the Bidder at the sites in the presence of the officials of Bank and / or its representatives. The warranty for the equipment's (including software and hardware provided by the Bidder pursuant to this RFP and subsequent contract) will commence after acceptance testing. The tests will involve trouble-free operation of the complete system during UAT apart from physical verification and testing. There shall not be any additional charges for carrying out this acceptance test. Bank will take over the system on successful completion of the above acceptance test. The installation cum acceptance test & check certificates jointly signed by Bidder's representative and Bank's official or any consultant / auditor appointed by Bank should be received at IT department of Bank, along with invoice etc. for scrutiny before taking up the request for consideration of payment.
- 9.7.19** The Bidder has to submit the escalation matrix along with necessary contact details
- 9.7.20** The Bidder would be entering into contract with Bank. However, the selected Bidder shall install and commission the equipment, in terms of this RFP, at locations designated by Bank or at such Centers as Bank may deem fit and the changes, if any, in the locations will be intimated to the Bidder.

- 9.7.21** The Bidder is responsible for managing the activities of its personnel. The Bidder shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors, and their employees and agents, etc. which is outside the scope of power vested or instructions issued by Bank. Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Bidder and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the Contract to be issued for this RFP. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the Bidder, for any assignment under the contract to be issued for this RFP. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of the Bidder shall be paid by Bidder alone and Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Bidder's employee, agents, contractors, and subcontractors, etc. The Bidder shall hold Bank, its successors, assignees and administrators and its directors and officials, fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to Bank through the action of Bidders' employees, agents, contractors, subcontractors etc. However, the Bidder would be given an opportunity to be heard by Bank prior to making of a decision in respect of such loss or damage.
- 9.7.22** Bank shall inform the Bidder of all known breaches and claims of indemnification and the Bidders shall be required to at the Bidder's expense to remedy the breaches, defend, manage, negotiate or settle such claims. The written demand by Bank as to the loss / damages mentioned above shall be final, conclusive and binding on the Bidder and Bidder shall be liable to pay on demand the actual amount of such loss / damages caused to Bank including but not limited and all costs and expenses, including, without limitation, reasonable attorneys' fees and court costs. In respect of demands levied by Bank on the Bidder towards breaches, claims, etc. Bank shall provide the Bidder with details of such demand levied by Bank. For the purposes of this section, the indemnity may be restricted to the areas mentioned, i.e., "claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents, contractors and sub-contractors." However, there are other indemnities such as indemnity for IPR violation, confidentiality breach, etc, that the Bidder is expected to provide as per the RFP. Indemnity would be limited to court or arbitration awarded damages and all costs and expenses, including, without limitation, reasonable attorneys' fees and court costs pertaining thereto and shall exclude indirect, consequential and incidental damages.
- 9.7.23** The Bidder's representative will be the contact point for Bank. The delivery, installation, configuration status of the project should be reported on a weekly basis.
- 9.7.24** Bidder should ensure that the hardware delivered to Bank including all components and attachments are brand new. In case of software supplied with the system, the Bidder should ensure that the same is licensed and legally obtained with valid documentation made available to Bank.

- 9.7.25** Bidder shall also provide other licenses for applications, operating system and database as required by the Bank to successfully utilize the solution. The Bidder shall provide the licenses for all software being a part of its proposed solution to Bank.
- 9.7.26** Bidder shall indemnify, protect and save Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of all the software or other systems supplied by them to Bank from whatsoever source,. However, (i) the Bidder has sole control of the defense and all related settlement negotiations (ii) Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and (iii) Bank does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where Bank is required by any authority/regulator to make a comment/ statement/ representation. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities due to the failure of the Bidder to perform its obligations.
- 9.7.27** Manufacturer's Authorization Form – The Bidder should furnish a letter from original equipment manufacturer authorizing the Bidder to quote for OEM's product in response to the RFP from Bank. The said letter should also offer to extend the required warranty from the OEM in respect of the items stipulated in the RFP. This is as per Appendix 03 – Manufacturers Authorization Form
- 9.7.28** The Bidder has to provide all necessary supporting to Bank to prove that the Solution sizing is appropriate.

9.8 Additional Information

- 9.8.1** Bidders and/or its authorized service providers should have their own employees for execution of projects. However, Bidder will be fully responsible for the service for the service providers. Bank will not make any reference to them. In case of any deficiency in service, penalties will be to Bidder's account.
- 9.8.2** The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or subcontractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of Bank, nor seek to be treated as employees of Bank for any purpose, including claims of entitlement to fringe benefits provided by Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

9.9 Numbering of Pages

- 9.9.1** All pages of the bid including brochures are to be numbered as Page --- (current page) of --- (total pages) in a seriatim along with proper index. The numbering shall be done separately for Eligibility Bid, Technical Bid and Commercial Bid, and not section-wise.

9.9.2 The incomplete bid, conditional bid, bid not conforming to the terms and conditions, bid not submitted as per the terms of the RFP are liable for rejection by Bank.

9.10 Authorized Signatory

9.10.1 The Bidder shall submit the bid authenticated by an authorized person from any of their offices in India, preferably from Bangalore office. The Bidder's authorized signatory shall authenticate by sign and seal, each page of the bid in original and photocopies including brochures/ pamphlets/ write-up etc. Bids with eraser/over writing/cutting are liable to be rejected.

9.11 Cost of Preparing the Bids

9.11.1 The cost of preparing the response to this RFP will be the responsibility of the Bidder and Bank will not be liable for any cost incurred by the Bidder.

9.12 Clarification on RFP Document

9.12.1 The Bidder shall carefully examine and understand the specifications /conditions of RFP, intent of the RFP and seek clarifications, if required, to ensure that they have understood all specifications/conditions/intent of RFP for implementing Solution in total.

9.12.2 The Bidder in all such cases must seek clarification in writing in the same serial order of that of RFP by mentioning relevant page number and clause number of RFP. Such clarifications should be sought, by submitting a list of queries as per "Appendix 07 – Pre Bid Query Format" in writing to Bank on or before the timeline prescribed in this RFP under Section 1 - "Schedule of activities, events and timeline"

9.13 Normalization of bids:

9.13.1 Bank may go through a process of evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are more or less on the same ground. After the normalization process, if Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; Bank may at its discretion ask all the applicable Bidders to resubmit their bids once again for scrutiny. The re-submissions can be requested by Bank in the following two manners

9.13.1.1 Incremental bid submissions in part of the requested clarifications
OR

9.13.1.2 Revised submissions of the entire bid as a whole

9.13.2 Bank can repeat this normalization process at every stage of bid submission till Bank is satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the Bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to Bank during this process. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

9.14 Validity of Bids

9.14.1 The bids shall remain valid for a period of 180 days from the last date of submission of bids.

- 9.14.2** All responses including eligibility, technical and commercial bids would be deemed to be irrevocable offers/proposals from the shortlisted Bidders and shall, if accepted by Bank, form part of the final contract between Bank and the selected Bidder.

9.15 Bidders Quote/Offer

- 9.15.1** Bidders are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.
- 9.15.2** The Bidder must furnish requirements as per the formats provided in the RFP document.

9.16 Submission of Bids

The submissions need to be made at the address given in Section 1 - "Schedule of Activities, Events and timeline", on or before the last date of submission mentioned. All envelopes should be securely sealed and stamped. The authorized signatories of the Bidder should initial on all pages of the proposal. For all eligibility, technical and commercial bid openings, the Bidder's are required to carry authorization letter from the authorized signatories as per format specified in *Appendix 09 – Authorization letter for bid opening*.

The bid should constitute three separate parts. The response should be organized and submitted in the following manner

9.16.1 Part I - Eligibility Bid:

- 9.16.1.1** The Eligibility Bid containing the response to eligibility requirements for this RFP is to be sealed in a separate envelope superscripted on the top of the cover as "ELIGIBILITY BID FOR RFP _____".
- 9.16.1.2** Covering letter certifying eligibility criteria compliance (eligibility criteria as defined in Annexure 01);
- 9.16.1.3** The Eligibility bid must contain application money, DD / BG as per Appendix 11- Pro forma for Bank Guarantee in lieu of DD towards EMD.
- 9.16.1.4** Letter with details of authorized signatories/Power of Attorney's in the name of the authorized signatories who can represent the Bidder/s with regard to the obligations under the RFP or contract
- 9.16.1.5** Two hardcopies (one original and one duplicate) duly filled up Annexure 01 – Eligibility criteria compliance including supporting credential letters/testimonials from relevant organizations or copies of documentation from clients or purchase order copies certifying compliance and Bid security; and
- 9.16.1.6** DVD containing the soft copy of eligibility proposal should be provided in the envelope carrying the original and duplicate.

9.16.2 Part II - Technical Proposal:

- 9.16.2.1 The Technical Bid containing the response to both technical and functional requirements for the Solution is to be sealed in a separate envelope superscripted on the top of the cover as "TECHNICAL BID FOR RFP_____".
- 9.16.2.2 The Bidder should also include a replica of the final commercial bid without prices in the technical bid. The Bidder must note that the masked commercial bid should be actual copy of the commercial bid submitted with prices masked and not copy of the Pro-forma/format of the "Appendix 01 – Bill of Materials" in the RFP.
- 9.16.2.3 Soft copy of the response to the technical bids should also be provided in MS excel/MS word. The soft copy is to be placed in Technical Bid. The Bidder should certify that the contents of the soft copy are same as that provided in hardcopy as per Appendix 05 – Conformity with Hardcopy Letter. In case of any discrepancies between the hardcopy and softcopy the Bank will use the hardcopy submitted by the Bidder for the evaluation. THE SOFT COPY SHOULD NOT CONTAIN COMMERCIALS AND COMMERCIALS ARE TO BE ENCLOSED ONLY IN COMMERCIAL BID COVER.
- 9.16.2.4 Two hard copies of the technical proposal (one original and one duplicate) with pages properly numbered, each page signed and stamped. The technical proposal should be bound in such a way that the sections of the proposal can be removed and separated easily. Signed copy of the RFP, all annexure and appendices fully filled up need to be submitted.
- 9.16.2.5 Hard copies of the masked commercial bid; and
- 9.16.2.6 DVD containing the soft copy of technical proposal should be provided in the original and the duplicate bid.
- 9.16.2.7 In summary the Bidders have to note that the Technical Proposal must contain the following
 - 9.16.2.7.1 Executive summary of Bidder's response
 - 9.16.2.7.2 Detailed technical write up covering the detailed scope of work
 - 9.16.2.7.3 Bidder's response to Minimum Technical Specifications as per Annexure 02
 - 9.16.2.7.4 Duly signed covering letter by the authorized signatory as per Appendix 02 – Bid undertaking letter
 - 9.16.2.7.5 Replica of the Bidder's final commercial bid duly masking the price details
 - 9.16.2.7.6 Conformity letter as per Appendix 04
 - 9.16.2.7.7 Conformity with hardcopy letter as per Appendix 05
 - 9.16.2.7.8 Partner Details as per Appendix 10 – Proposed partners
 - 9.16.2.7.9 Manufacturers Authorization Form from the Bidders proposed partners as per Appendix 03
 - 9.16.2.7.10 Comments on the RFP terms and conditions as per Appendix 06 – Comments on Terms and Conditions
 - 9.16.2.7.11 Reverse auction compliance statement as per Appendix 08
 - 9.16.2.7.12 Soft copy of the technical bid only. Soft copy of the commercial bid should not be enclosed with technical bid.
 - 9.16.2.7.13 Two originals of all the documents submitted in the technical bid
 - 9.16.2.7.14 Any other information in general

9.16.3 Part III – Commercial Proposal as part of the reverse auction

- 9.16.3.1 Post the technical evaluation the shortlisted bidders would be intimated of the date on which Bank would conduct a reverse auction process as detailed in Annexure 03 – Rules for reverse auction in order to arrive at the lowest commercials.
- 9.16.3.2 Under no circumstances the commercial bid DVD should be kept in Technical Bid Covers. The placement of commercial bid DVD in eligibility bid or technical bid covers will make the bid liable for rejection.
- 9.16.3.3 Post the reverse auction process the L1 bidder would be required to submit their final commercial as per Appendix 01 - Bill of Materials and other terms and conditions of the RFP on prices. Along with the bill of materials, the bidder would also be required to submit Appendix 12 – Price bid confirmation post reverse auction
- 9.16.3.4 Response to the commercial bid shall include cost of supply, installation and all the items required for commissioning and functioning of the hardware and software supplied through this RFP. It is the responsibility of the Bidder to provide all the items which may or may not have been mentioned in the Bid to ensure commissioning and functioning of the Solution within the final agreed price between the selected Bidder and Bank.
- 9.16.3.5 The price schedule shall be submitted in commercial Bid only. In a nutshell, the commercial Bid details will need to be provided for all requirements of the Bank to arrive at TCO (Total Cost of Ownership) of the solution.
- 9.16.3.6 The total cost to be specified by the Bidder must cover separately the following as detailed in Appendix 01 - Bill of Materials.
- 9.16.3.7 The Bidders have to note that the commercial proposal post reverse auction must contain the following
 - 9.16.3.7.1 Covering letter duly signed by the authorized signatory
 - 9.16.3.7.2 Table of contents
 - 9.16.3.7.3 Bill of Material as per Appendix 01
 - 9.16.3.7.4 DVD containing the soft copy of the commercial proposal

9.16.4 Overall Bid

- 9.16.4.1 The separately sealed envelopes containing Eligibility, Technical and Commercial bids shall be submitted in another single sealed envelope super-scribed on the top of the envelope as: “RFP for supply of _____ ”
- 9.16.4.2 The envelope is to be delivered to Bank against acknowledgement.
- 9.16.4.3 The Bidder shall take care to submit the Bid properly filed so that the papers are intact. The Bidder shall submit the bid in suitable capacity of the file such that the papers do not bulge out and tear during scrutiny. The Bids, which are not sealed as indicated above, are also liable to be rejected.

9.16.5 Delivery of Bids

- 9.16.5.1 The Bidder should submit the responses by hand at the designated address mentioned in the table in Section 1 - “Schedule of Activities, Events and timeline”.

Where the Bids are submitted by hand, the delivery of them may be made to any of the officers mentioned in the RFP against acknowledgement.

9.16.5.2 The responses should not be submitted by post or by courier.

9.16.5.3 The bids, which are received after the above mentioned date and time, will be rejected by Bank.

9.16.5.4 The Bidders may note that no further notice will be given in this regard. Further, in case Bank does not function on the aforesaid date due to unforeseen circumstances or holiday then the bid will be accepted on the next working day and bids will be opened at the same time and venue on the same day.

9.16.6 Compliance Statement

9.16.6.1 The Bidder shall certify the compliance or deviation of all clauses, terms conditions and specifications stipulated in RFP, as per Appendix 04 – Conformity Letter. The Data sheet as per Appendix 06– Comments on Terms & Conditions shall also be submitted.

9.16.6.2 Non-submission of duly filled & signed conformity letter and Data Sheet will make the bid liable for rejection.

9.16.6.3 The Bidder shall not just indicate that details are enclosed and submit brochures, manuals, documents etc. Instead, they shall detail their reply for each clause in Appendix 06 – Comments on Terms and Conditions and they shall also indicate the Page number in the bid, at which additional information are enclosed in the brochures, manual, documents etc. The Bidder shall ensure correctness of referred page nos.

9.17 Opening of Bids

9.17.1 Opening of Eligibility and Technical Bids

9.17.1.1 The Eligibility and Technical bid shall be opened in the presence of Bidders as mentioned in Section 1 - “Schedule of Activities, Events and Timeline”. The Bidder representative may be present during the bid opening at our office address mentioned above well in time along with the authorization letter from the Bidder company.

9.17.1.2 Bank however reserves the right to change the date & time for opening of Eligibility and Technical bid without assigning any reason whatsoever. In case there is a change in the schedule the same will be intimated to the Bidders for enabling them to be present during the Bid opening.

9.17.1.3 During opening of the Eligibility and Technical bids, the Bidders authorized representative may attend the opening and those who are present shall sign a register evidencing their attendance.

9.17.1.4 After opening the Eligibility bids, the Bidders’ names and the submission/non-submission of application money, EMD, and such other details relating to the Bid will be announced.

9.17.1.5 The bids that are not accompanied with application money document and EMD document in Eligibility Bid shall be rejected.

9.17.1.6 The rejection or acceptance of the bid will be done only after evaluation at the discretion of Bank.

9.17.1.7 During evaluation of the eligibility and technical bids, Bank may seek from the Bidder clarifications on the bid submitted by the Bidder. The request for such clarification and the response from the Bidder shall be in writing.

9.17.1.8 After the evaluation of the eligibility bids Bank will announce the list of eligible bidders whose technical bid will be considered for the technical evaluation stage. The eligible bids will undergo a detailed technical evaluation as per the terms and conditions of this RFP.

9.17.1.9 Bank will announce the list of eligible bidders whose commercial bid will be considered for the commercial evaluation stage for technically qualified bidders.

9.18 Reverse auction process

9.18.1 Online Reverse auction process would be conducted for the short-listed Bidders who have qualified in the Eligibility Bid, Technical Bid and Commercial bid phase. The date of opening of reverse auction will be intimated to the Bidders who have qualified in Technical Bid evaluation. Bidders are required to refer to Annexure 03 – Rules for reverse auction

9.18.2 Post the completion of the detailed commercial evaluation the final ranking of the bidders would be announced.

9.19 Examination of Bids

9.19.1 Bank will do preliminary examination of bids to know whether they are complete in all respects, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order. The Bidders have to note that

9.19.1.1 If there is any discrepancy between words and figures, the amounts in words will prevail.

9.19.1.2 If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.

9.19.1.3 If there is discrepancy between unit price and total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price shall be corrected by Bank.

9.19.1.4 If there is discrepancy in the total arrived at Appendix 01 - Bill of Materials, correct total will be arrived by Bank and the same will prevail over the total furnished in the Appendix 01 - Bill of Materials.

9.19.2 If the Bidder does not accept the correction of such errors as per the above criteria, their bid will be rejected and the EMD will be forfeited.

9.19.3 In the event the Bidder has omitted to quote for any line item in the commercial bid, Bank would take the highest price quoted by any of the participating Bidders as the cost, for such for arriving at the Total Cost of Ownership for the purpose of evaluation of the defaulting/deviating Bidders. However, the same shall be provided by the defaulting/deviating Bidder, in case selected at no cost to Bank for the period of the contract.

- 9.19.4** The Appendix 01 – Bill of Materials is an indicative list of items used for the purpose of Bidder evaluation through TCO. The procurement of the items quoted by the Bidders in the Appendix 01 – Bill of Materials will be decided by Bank based on the requirements from time to time during the period of the contract. The Bidder cannot compel Bank to procure any or all the items quoted by them in Appendix 01 – Bill of Materials. However for the purpose of calculating of TCO, bid will be considered as fixed priced bid.
- 9.19.5** During the preliminary examination, Bank will also verify whether the Bidder has responded in full to the RFP or whether it is partial or conditional. The bids that are incomplete or conditional are liable to be rejected.

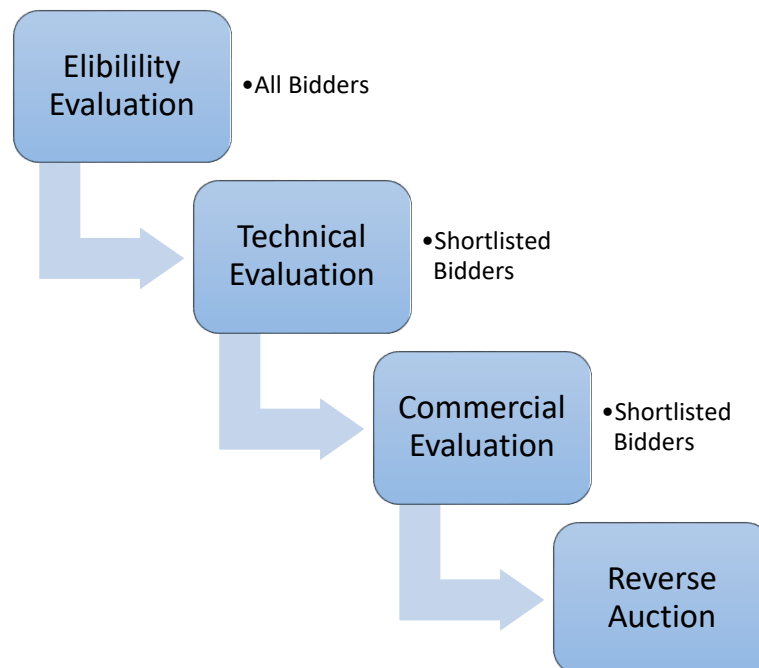
10. Evaluation methodology

10.1 Introduction

The objective of adopting this evaluation methodology is to facilitate the selection of the eligible Bidders who propose the best business-technology solution fitment which is also a cost-effective solution over a period of the contract. The commercial evaluation would be based on the Total Cost of Ownership/Tender (TCO) that appropriately meets the business requirements of the Bank. The bid would be first evaluated for the eligibility criteria, then for technical evaluation and then the commercial evaluation and then through reverse auction.

The evaluation will be a four-phase process:-

- Phase 1 – Eligibility Criteria Evaluation
- Phase 2 – Technical Proposal Evaluation
- Phase 3 – Commercial Bid Evaluation
- Phase 4 – Reverse Auction



10.1.1 Phase 1 - Eligibility Criteria Evaluation

The Bidder needs to comply with all the eligibility criteria mentioned in Annexure 01 – Eligibility Criteria. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation. The proof provided has to be in line with the details mentioned in Annexure 01 – Eligibility Criteria. Any credential detail mentioned in Annexure 01 - Eligibility Criteria that is not accompanied by relevant proof documents will not be considered for evaluation. There is no restriction on the number of credentials a Bidder can provide. There will be no scoring involved in the Eligibility Bid evaluation.

The decision of the Bank would be final and binding on all the Bidders to this on the outcome of the eligibility bid evaluation. The Bank may accept or reject an offer without assigning any reason what so ever. The technical and commercial bid documents and bank guarantee of non-eligible/qualified Bidder(s) at Phase 1 will be returned to such Bidders. The Bank will send a letter to such Bidders to collect these documents within the specified period.

10.1.2 Phase 2 – Technical Proposal Evaluation

The Bidders meeting the eligibility criteria as laid out in Annexure 01 – Eligibility criteria along would be shortlisted for the Phase 2 – Technical Proposal Evaluation.

This evaluation will be carried out on the basis of the following evaluation parameters defined in this section. The evaluation methodology is further broken down into sub areas as under.

The technical evaluation would involve the following major areas:

10.1.2.1 Technical Evaluation

The evaluation of the Technical Proposals will be done by the Bank on the basis of adherence to the Solution design and Minimum Technical Specifications vis-à-vis products offered analysis in relation to:

- Completeness of the technical bid in all respects and availability of all information/details asked for in the RFP.
- The compliance mentioned by the Bidder to the application architecture requirements as per Annexure 02 – Minimum Technical Specifications for Secure Web Gateway and criteria mentioned in RFP. It is the sole discretion of the Bank to disqualify a Bidder if that Bidder is unable to comply with the requirement set in this document.
- Point to point conformity of the equipment offered to the technical requirements provided in the RFP.

#	Proposal Bid Evaluation
1	Adherence to Minimum Technical Specifications
2	Adherence to the quantity of hardware and software as specified in the RFP

10.1.2.2 Bidder presentation

The Bank will require the Bidders to make presentations regarding the various aspects of the proposed solutions. This process will also enable the Bank to clarify issues that may be identified from the Bidders' responses to the RFP. The Evaluation Committee decided by the Bank would be scoring the presentation made by the Bidders at Bank's premises based on a structured questionnaire broadly across the following.

#	Evaluation of the Bidder Presentation
1	Solution Architecture and Design – Key Features and Functionalities
2	Adherence to Project Timelines

10.1.3 Phase 3 - Commercial Bid Evaluation

10.1.3.1 Bank will verify the commercial bid and scrutinize and rectify the same as per the provisions of this RFP. Any deficiencies with respect to the commercial bid will need to be fulfilled by the bidders. Post the satisfaction of the Bank's evaluation team the shortlisted bidders will be invited for the reverse auction process.

10.1.4 Phase 4 - Reverse Auction

10.1.4.1 Bank would conduct a reverse auction process on the commercials submitted by the Bidders. As such it is necessary that authorized personnel of the firm or organization sign the BID. The designated personnel should be authorized by the organization or by a senior official of the organization having authority to do so. The same person or a different person should be authorized, who should have digital certificate issued in his name and should have authority to quote bid amount in the commercial bid and also quote offer price during on-line reverse auction. The details of digital certificate like Name, Digital Key details, issuing authority and validity etc to be provided.

10.1.4.2 The certified photocopy of necessary Original resolutions/authority/ Power of Attorney having authority to authorize the person to submit Bid documents/participate in on-line sealed bid and reverse auction, on behalf of the company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment.

10.1.4.3 Bidders are required to refer to Annexure 03 – Rules for reverse auction in detail. Bidder will be required to submit the following

10.1.4.3.1 Appendix 08 – Reverse auction compliance statement along with the technical proposal

10.1.4.3.2 Appendix 12 – Price bid confirmation post reverse auction after completion of the reverse auction process along with the final commercial bid as per Appendix 01 – Bill of Materials

10.1.4.4 Bidders have to note that:

- 10.1.4.4.1 In case there is variation between numbers and words; the value mentioned in words would be considered.
- 10.1.4.4.2 The Bidder needs to provide unit costs for all components and services; unit rates would be considered for the TCO in case of any discrepancy in the totaling, modifications, addition, correction, etc.
- 10.1.4.4.3 In the event the Bidder has not quoted or has omitted any mandatory product or service required for the Solution it shall be deemed that the Bidder shall provide the product or service at no additional cost to the Bank.
- 10.1.4.5 Please note that in the event of the Bank conducting a normalization exercise, the bids submitted after normalization would be evaluated as per the evaluation methodology in Phase 3.

11. Payment terms

11.1 The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

11.2 The scope of work is divided in different areas and the payment would be linked to delivery and acceptance of each area as explained below with reference to the Appendix 01 – Bill of Materials

11.3 AMC would be paid in quarterly arrears and ATS would be paid yearly in advance

11.4 Payment Milestones:

11.4.1 Delivery of Solution and on production of relevant documents:- 70% of total order value

Conditions:- Note that originals of Invoices (plus One copy) reflecting Taxes & Duties , Proof of Delivery duly signed by Bank officials of the respective office should be submitted while claiming Payment in respect of orders placed.

11.4.2 Installation, Configuration and Commissioning :- 20% of total order value

Conditions:- 20% of the total cost will be released after successful implementation, integration of SWG solution supplied as per Scope of Work. The vendor has to submit installation reports duly signed by the Bank officials of the respective offices while claiming payments. The invoice and installation report should contain the product serial number of the items supplied.

11.4.3 Warranty - 10% of total order value

Conditions:- 10% of the total cost shall be paid only after completion of warranty period of 3 years, or , on submission of a BG for equivalent amount by the vendor after completion of 90% payment.

11.5 Payment for Support engineer

Payment for Onsite support shall be released monthly in arrears, post adjusting absence, on submission of invoice and attendance certificate counter-signed by Bank official. Onsite support will commence from the date of acceptance of solution by the Bank.

Monthly Amount due for payment = FM Cost per Month x (Total no. of days in the Month – No. of days absent)/ Total Number of days in the Month

11.6 The payments will be released after deducting applicable TDS/LD/Penalty, if any .

12. Terms and Conditions

12.1 Roles & Responsibilities during Project Implementation

- 12.1.1** All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning, 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.
- 12.1.2** 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.
- 12.1.3** In case any damage of Bank's property during execution of work is attributable to the Bidder, Bidder has to replace the damaged property at his own cost.

12.2 Intellectual Property Rights

- 12.2.1** 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.
- 12.2.2** In the event the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights during or beyond the period of the contract, 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.
- 12.2.3** 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.

- 12.2.4** 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.

12.3 Indemnity

- 12.3.1** 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:

12.3.1.1 The breach, default or non-performance of undertakings, warranties, covenants or obligations by the Bidder;

12.3.1.2 Any contravention or Noncompliance with any applicable laws, regulations, rules, statutory or legal requirements by the Bidder;

- 12.3.2** Further, 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 Servers & System Software supplied by them.

- 12.3.3** All indemnities shall survive notwithstanding expiry or termination of the contract and Bidder shall continue to be liable under the indemnities.

- 12.3.4** 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.

- 12.3.5** 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 be 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.

12.4 Inspection of Records

- 12.4.1** 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 provided to the Bank under this RFP and the vendor shall extend all cooperation in this regard.

12.5 Assignment

- 12.5.1** The vendors shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's written consent.

- 12.5.2** If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., 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 Vendor under this RFP.

12.6 Publicity

- 12.6.1** 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.

12.7 Insurance

- 12.7.1** The appliance 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, installed and accepted by Bank 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/distribution center to the location and such insurance cover should be available till installation of the appliance. If there is any delay in the installation which could be attributed to Bank, in such an event the insurance must be available for minimum 30 days from the date of delivery of appliance.

12.8 Procurement through Micro & Small Enterprises [MSEs]

- 12.8.1** Procurement through MSEs will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises from time to time. Following are the conditions applicable as per the Govt. of India guidelines.

- 12.8.1.1 This MSEs should have registered with:

12.8.1.1.1 District industries centers or

12.8.1.1.2 Khadi Village industries commission or

12.8.1.1.3 Khadi and Village industries board or

12.8.1.1.4 Coir board or National Small Industries Corporation or

12.8.1.1.5 Directorate of Handicrafts and Handloom or

12.8.1.1.6 Any other body specified by the Ministry of Micro, Small and Medium Enterprises

- 12.8.1.2 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 and such MSE shall be allowed to supply upto 20% of the total tendered value. In case of more than one such MSE, the supply shall be shared proportionally according to the tendered quantity.

- 12.8.1.3 Bank shall procure minimum 20% of their annual value of goods or services from MSEs

- 12.8.1.4 Special provisions for MSEs owned by SC or ST

Out of the 20% annual target from MSE, a sub target of 20% (ie 4% out of 20%) shall be earmarked for procurement from MSE owned by SC or ST entrepreneurs

- 12.8.1.5 MSEs are also exempted from paying Application fee/Cost and EMD

- 12.8.1.6 MSEs should submit the relevant documentary proof for claiming the exemptions

- 12.8.1.7 MSEs shall have basic required qualification under eligibility criteria specified in the RFP and the above policy will be applicable to those qualifying bidders only.

- 12.8.2** 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.

- 12.9** The details are available on web site dcmsme.gov.in Interested vendors are requested to go through the same for details.

12.10 Guarantees

12.10.1 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 latest patches, upgrades/ updates etc., and the same are licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation.

12.11 Confidentiality and Non-Disclosure

12.11.1 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.

12.11.2 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 is strictly prohibited.

12.12 Issuance and Acceptance of Purchase order

12.12.1 Purchase Order shall be issued by KAGB as a coordinating Bank. The selected Bidder shall raise invoices either on KAGB or 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.

12.12.2 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 (7) 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.

12.13 Amendments to Purchase Order

12.13.1 Once purchase order is accepted by the Bidder, no amendments or modifications of order and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing.

12.14 Annual Maintenance Contract

12.14.1 The Bank, at its discretion may enter into Annual Maintenance Contract (AMC), with the Bidder after completion of respective warranty periods.

12.14.2 Support for maintenance of Hardware items supplied should be available for a minimum period of 2 years, covering all parts, maintenance and support, after expiry of warranty period.

12.14.3 The Bank will pay AMC charges for appliance after the end of warranty period. Such payment shall be released quarterly in arrears after satisfactory completion of service during the period and submission of reports and invoices. All applicable Taxes will be paid at actual.

12.14.4 During the Warranty and AMC period, the Bidder should extend the On Site Service Support. The scope of Warranty and AMC shall include:-

- 12.14.4.1 Rectification of Bugs/defects if any.
- 12.14.4.2 Preventive Maintenance quarterly.
- 12.14.4.3 Ensure Uptime of as per SLA
- 12.14.4.4 Maintenance of Servers and Other Items
- 12.14.4.5 Installation / re-installation / maintenance / reconfiguration System software and other supplied software
- 12.14.4.6 All system patches, upgrade, service packs etc. of the OS and all other software supplied must be made available free of cost.
- 12.14.4.7 Support for integration and update of infrastructure / network configuration and change management of the entire solution (existing as well as that procured as scope of this tender) to meet business requirements.
- 12.14.4.8 Provide on-site comprehensive support for the supplied items – equipment / systems / subsystems (hardware / software). Such support should include replacement of defective parts / equipment and / or repair of the same and must be considered within the scope of the project.

12.14.5 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 charges quoted by the bidder are abnormally low (below 4% 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 as per the Bill of Material. This Bank guarantee shall be submitted within 21 days from the date of acceptance of the order which shall cover warranty and AMC 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 the 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.

12.15 Annual Technical Support

12.15.1 The Bank, at its discretion may enter into Annual Technical Support (ATS), with the Bidder after completion of respective warranty periods.

12.15.2 Support for maintenance of Software items supplied should be available for a minimum period of 2 years, covering all parts, maintenance and support, after expiry of warranty period.

12.15.3 The Bank will pay ATS charges for Software items after the end of warranty period. Such payment shall be released in annual advance. All applicable Taxes will be paid at actual.

12.15.4 During the Warranty and ATS period, the Bidder should extend the On Site Service Support. The scope of Warranty and ATS shall include:-

- 12.15.4.1 Rectification of Bugs/defects if any.
- 12.15.4.2 Ensure Uptime of as per SLA
- 12.15.4.3 Maintenance of Software.
- 12.15.4.4 Installation / re-installation / maintenance / reconfiguration System software and other supplied software

- 12.15.4.5 All system patches, upgrade, service packs etc. of the OS and all other software supplied must be made available free of cost.
- 12.15.4.6 Support for integration and update of infrastructure / network configuration and change management of the entire solution (existing as well as that procured as scope of this tender) to meet business requirements.
- 12.15.4.7 Provide on-site comprehensive support for the supplied items – equipment / systems / subsystems (hardware / software).

12.15.5 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 ATS charges quoted by the bidder are abnormally low (below 4% 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/ATS obligations of the bidder. Bidder shall quote the charges of ATS as per the Bill of Material. This Bank guarantee shall be submitted within 21 days from the date of acceptance of the order which shall cover warranty and 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 the 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.

12.16 Amendments to the Agreement

12.16.1 Once contract agreement is executed with the Bidder, no amendments or modifications of Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing.

12.17 Order Cancellation/Termination of Contract

12.17.1 The Bank reserves its right to cancel its entire/unexecuted part of the PO at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of contract, in the event of one or more of the following conditions

- 12.17.1.1 Delay in delivery beyond specified period of delivery
- 12.17.1.2 Serious discrepancies noted in the items delivered
- 12.17.1.3 Breaches in the terms and conditions of the order

12.17.2 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

- 12.17.2.1 Non submission of acceptance of order within seven (7) days of order
- 12.17.2.2 Excessive delay in execution of order placed by the Bank
- 12.17.2.3 The selected bidder commits a breach or any terms and conditions of the bid
- 12.17.2.4 The bidder goes into liquidation voluntarily or otherwise
- 12.17.2.5 The progress made by the selected bidder is found to be unsatisfactory
- 12.17.2.6 If deduction on account of LD exceeds more than 10% of the total contract value

12.17.3 In such case Bank shall serve the notice of termination to the Bidder at least 30 days prior, of its intention to terminate services

12.18 General Order Terms

12.18.1 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 of 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 rests with the Bank and the decision of the Bank is final.

12.19 Pre dispatch inspection

12.19.1 The Bank and/or its nominated representatives can carry out a pre-dispatch inspection (PDI) of all the ordered equipment or any part thereof before delivery. On account of PDI, there should be no impact on the delivery schedule and bidder needs to take into timelines considering this activity.

12.19.2 The selected bidder shall inform their readiness for pre-dispatch inspection at least 15 days in advance. Inspection of the ordered equipment will be carried out at the bidder's facilities. There shall not be any additional charges payable by the Bank on account of PDI. However, if the ordered equipment offered for inspection are not as per the Appendix 01 - Bill of materials of the selected bidder or if the selected bidder fails to comply with the test and inspection procedure, then the Bank at its discretion may recover costs related to travel and stay of their staff and representatives from the shortlisted bidder.

12.20 Negligence

12.20.1 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 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.

12.21 Responsibility for Completeness

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

12.21.2 The 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 Bidder is liable for penalties levied by Bank for any deviation in this regard. The Bidder shall provide for all drivers/software required installing, customizing and testing the system without any further charge, expense and costing to Bank.

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

12.22 Responsibilities of the Bidder

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

12.22.1 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.

12.22.2 The prices in the bid have not been disclosed and shall not be disclosed to any other Bidder of this RFP.

12.22.3 No attempt by the Bidder to induce any other Bidder to submit or not to submit a bid for restricting competition has occurred.

12.22.4 Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with Bank. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.

12.22.5 The 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 Bidder represents that all software and hardware to be supplied in response to this RFP shall meet the proposed Bidder solution requirements. The 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 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.

12.23 Force Majeure

12.23.1 The 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 Bidder, i.e. Force Majeure.

12.23.2 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, 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.

12.23.3 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.

12.23.4 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 Bank and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

12.23.5 Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.

12.24 Corrupt and Fraudulent Practices

12.24.1 As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ Suppliers /Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

12.24.2 "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

12.24.3 "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.

12.24.4 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.

12.24.5 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.

12.24.6 The decision of Bank in determining the above aspects will be final and binding on the all the Bidders.

12.24.7 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.

12.24.8 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.

12.24.9 The selected Bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for the scope of work covered in this RFP.

12.25 Resolution of Disputes

12.25.1 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 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.

12.26 Modification/ Cancellation of RFP

12.26.1 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.

12.27 Responsibilities of the Selected Bidder

12.27.1 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.

12.27.2 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.

12.27.3 The selected Bidder basis as at the end of 31st March and 30th September during warranty and AMC shall submit updated Escalation Matrix for the product/services on a Half-yearly period.

12.28 Legal Disputes and Jurisdiction of the Court

12.28.1 Without limitation, a right for recovery of any amounts and related costs and The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain Bidder/prospective Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including a right for damages.

12.28.2 All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts in Bengaluru and the parties agree to submit themselves to the jurisdiction of such court as this RFP/contract agreement shall be governed by the laws of India.

12.29 Merger and Amalgamation

12.29.1 The Parties recognize that the Banks may amalgamate or merge with other banks or similar entities in India during the Contract duration. The Bidder undertakes to facilitate the provision of this RFP, in case the Banks undergo any amalgamation, acquisition or merger in the future.

12.29.2 In the event of any merger or amalgamation the Parties agree that

- 12.29.2.1 The vendors shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's written consent
- 12.29.2.2 If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., 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 Vendor under this RFP
- 12.29.2.3 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.
- 12.29.2.4 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, under the Transaction Documents, 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.
- 12.29.2.5 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

12.30 Bipartite Agreement and Invoice Raising Mechanism

- 12.30.1** Bidder need to sign a bipartite agreement which will be between KAGB and Bidder.
- 12.30.2** Bidder need to note that all the invoice raised on Bank needs to be split between KAGB and KGB on a 50%-50% basis or as per the ratio informed by the Bank.
- 12.30.3** However, for all coordination related to payment release, penalty calculations and for any other clarification Bidder needs to liaise with KAGB Project Office.

12.31 Infrastructure

- 12.31.1** All the augment and procurement of the infrastructure invoice needs to be raised in mutual discussion with Bank's management as the same needs to be split on GSTIN numbers of both Bank's.

General Manager

Karnataka Gramin Bank

End of Document

1. Eligibility Criteria

Interested Bidders, for the said RFP in the Bank and meeting the following Eligibility Criteria may respond:

Sl no	Eligibility criteria	Supporting documents
1	The bidder should be a registered company in India as per Companies Act 1956. The Certificate of Incorporation issued by Registrar of Companies are required to be submitted along with the technical bid.	Certificate of Incorporation / Certificate of Commencement
2	The Bidder should have a minimum turnover of Rs. 100 (One Hundred) Crores per annum from IT sales in each of the last three financial years In India. ie 2016-17 2017-18 2018-19	Audited Financial statements for the financial years in concern AND CA Certificate indicating the IT sales Turnover for the previous financial years mentioned above.
3	The Bidder should have positive net worth as on 31.03.2019.	The Bidder must produce certificate (provisional or final) from the Company's Chartered Accountant to this effect
4	Blacklisting or debarring of the Bidder if any by any Government entity, Bank or Financial Institution should not be in vogue as on date of submission of Bid. Bidder must certify to that effect.	Self- Declaration on Bidder's letter head signed by CFO/ Person Authorized by CFO
5	Bidder should have service/support infrastructure at Mumbai, Bengaluru and should be able to provide efficient and effective support	Self- Declaration on Bidder's letter head and list of the service centers in Bengaluru and Mumbai
6	The Bidder shall be the authorized partner of the secured web gateway OEM solutions that are being proposed	Letter from each solution OEM authorizing the Bidder to participate in the RFP.
7	The Bidder should have at least one of the following accreditations/ certifications which is valid as on submission date of this RFP A) ISO 9000 / 9001 B) ISO 27001:2005 or equivalent C) ISO 27001:2013 D) CMMI Level 5	Certificate copy to be provided

8	The bidder should have successfully implemented the proposed / similar class of Secure Web Gateway solution of the same OEM in atleast 1 Government Department/PSU/ Public Sector Bank environment with minimum 100 branches/ offices in India during last three financial years:- - 2016 to 2017 - 2017 to 2018 - 2018 to 2019 Proof of Concept (POC) done will not be treated as experience of the bidder	Relevant Credential letters OR Purchase Order along with Self Declaration certifying to that effect, signed by CFO / Person Authorized by CFO, along with the seal of the Bidder's company / firm.
	OEMs experience	
1	The proposed solution should be currently live in a Bank in India	Relevant Credential letters OR Purchase Order along with Self Declaration certifying to that effect, signed by CFO / Person Authorized by CFO, along with the seal of the Bidder's company / firm.
2	The proposed secured web gateway appliance should not have been declared end of sale as on last date of bid submission and must be under OEM support for the contract period	Self- Declaration on OEM's letter head
3	Web security solution OEM must be listed in the "Leaders" or "Challengers" Quadrant of the latest available Gartner Magic Quadrant for Secure Web Gateways solution.	Latest Gartner Magic Quadrant report for Secure Web Gateway

NOTE:

- 1 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
- 2 Bidders need to ensure compliance to all the eligibility criteria points.
- 3 In case of corporate restructuring of a company, certificate of incorporation, financial statements, credentials prior to such restructuring could be furnished
- 4 Banks refer to public sector / Private Banks/ Regional Rural Banks in India only.
- 5 The Bank will verify the compliance of the Bidders 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:
 - In a RFP, either the Indian agent on behalf of the Principal/OEM or Principal/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'.

- If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same RFP for the same item/product.
- 6 The final solution mentioned above refers to the solution based on the scope given in this RFP.
 - 7 The decision of the bank shall be final and binding in this regard. Any deviations will be ground for disqualification.

Karnataka Gramin Bank RFP number PMO:RFP:1/2019-20
Annexure 02 :- Minimum Technical Specifications for Secure Web Gateway Solution

#	Features Description	Compliance (Yes/No)	Remarks
1	General		
1.1	The secure web gateway solution can be dedicated appliance based and it must provide features like Web Proxy with Caching, Web Content based/ Web Reputation based filtering, URL filtering, Antivirus, Antimalware, Application Visibility & control, SSL inspection, Protocol filtering, Detailed Reporting and Management etc. and all the functionality should be available from day one. All required licenses, hardware, software should be provided in the RFP		
1.2	The solution should be appliance based, Reliable, purpose-built security appliance with hardened operating system supporting State full policy inspection technology.		
1.3	Appliance should support a total of 3600 concurrent users. The same appliance system should be 100 % scalable over the next 5 years.		
1.4	The solution should support NAT64, DNS64 & DHCPv6, IPV6 traffic, NTP server time synchronisation		
1.5	The proposed system should be able to operate on either Transparent (bridge) mode or NAT/Route mode. Both modes should also be available concurrently using Virtual Contexts.		
1.6	The solution should be capable of configuring corporate browsing thorough end to SSL tunnel, from users browser to the web URL subject to the other end accepts such browsing		
2	Web Content Filtering & Application Control Features:		
2.1	The solution should have an inbuilt URL filtering functionality with multiple pre-defined categories. It must support the creation of custom URL categories for allowing/blocking specific domains/destinations as required by the organization.		
2.2	Solution should have strong Content filtering database with URLs segregated into different groups/categories, which should be automatically updated with latest changes on a regular basis from the appliance manufacturer's web sites.		
2.3	The solution should have the option to enforce content based, application wise, hash value based, key word and protocol based blocking. Also it should be able to provide safe search, URL re-categorization option		
2.4	Solution should have web protection mechanism to identify and block web pages having malicious java script, VB script, executable, malicious or unauthorized ActiveX applications, potentially harmful programs or software's download and shareware		
2.5	The solution should have Global web content monitoring services to provide regular and updated caching algorithms and signatures on regular intervals to the on-premises WSS to enable effective caching for popular web 2.0 and video sites. The solution should support granular web 2.0 application control over web eg. Facebook controls like block file upload, block posting text, blocking specific version of Internet Explorer, etc. This blocking should be based on signature and not URL. The application signature database should be updated periodically by the vendor (from their cloud).		
2.6	It should be possible in the solution to create policies with administrator having the provision to allow or deny any group/category as per the appliance's/solution's URL database (including custom created groups) and to assign it to a particular user, IP address or group etc. for permanently or for a specific time period.		
2.7	Solution should have own Global Threat Intelligent Network to protect from Zero day attack, blended threats, Botnet, Trojan, Malwares communication, Spywares, Pharming attack and traffic includes compressed files.		
2.8	Also the solution must have the option to allow or deny a particular domain or destination for a user or IP group for a permanently or for a specific time period. Solution should be able to block domains which are containing alpha numeric and special characters.		
2.9	The solution shall provide option to scan all ports at wire speed, detecting and blocking spyware activity trying to connect to the outside Internet. Should support detection of threat attempts occurring from the entire inside and outside Network by tracking all network ports and all protocols.		
2.10	The solution should provide Web Reputation Filters that examine every request made by the browser (from the initial HTML request to all subsequent data requests) – including live data, which may be fed/updated from OEM different domains to assign a web based score to determine the likelihood that it contains url-based malware.		
2.11	Solution should have capabilities to detect and prevent accessing domains like Domain Fluxing (Fast Flux / Dynamic Reputation/ Domain Generation Algorithms).		
2.12	The solution should support following actions for websites/Applications like allow, monitor, block, time-based access.		
2.13	Solution should be able to restrict User to access internet/specific set of URLs/URL groups, during specified hours / time (Time based revocation) or based on bandwidth quota (for example in 30 days user can access mentioned sites for 30 hours).		
2.14	Solution should have capabilities to configure User, IPs, URLs and Domains to Black list or white list/ exceptions for detections. Also it should have the option to bypass some of the IP addresses/URLs completely.		
2.15	The solution should have visibility for cloud applications and shadow IT application usage		
2.16	The solution should perform HTTPS traffic deep packet inspection (SSL/TLS based).		
2.17	The solution should have facility for End User to report Miscategorization in URL Category. OEM should provide feeds on a regular basis to categorize URLs which can be fed in the appliance manually or automatically.		
2.18	The solution should support the functionality to display a custom message to the end user to specify the reason the web request is blocked.		
2.19	Should be able to scan real time downloads and show the status page to end user. In case infection found, should be restrict user to download the file.		
2.20	The proposed solution should support to provide real time data identifiers to detect and prevent sensitive information getting stolen by malware through web channel. Solution should have pre-built signatures to detect information leaks through malware.		

2.21	The solution should be able to scan files, folders, databases and prevent the content from being sent over outbound web channel. The solution should have ability to provide geolocation awareness for security incidents		
2.22	The solution should filter out embedded objectionable or unproductive content, this includes examination of the source server, URL, page content, and active content.		
2.23	The proposed system should have integrated Web Content Filtering solution with or without external solution (on-prem and not cloud based), devices or hardware modules with proxy functionality.		
2.24	The proposed solution should be a Fast Web Proxy and should support HTTP, FTP and HTTPS proxy.		
2.25	The solution should allow administrator to define access to internet based on IP addresses, range of IP addresses, subnet , CIDR basis and user wise (Active Directory user or similar authentication mechanisms)		
2.26	Each appliances/solution proposed should support 100 Mbps or more with all functionality enabled ie, with Proxy and URL/Content filter/ICAP/SSL Constant Load.		
2.27	The proposed solution should be able to enable or disable Web Filtering per policy or based on authenticated user groups for both HTTP and HTTPS traffic.		
2.28	Should blocks web plug-ins such as ActiveX, Java Applet, and Cookies.		
2.29	Shall include Web URL block		
2.30	Shall include Web Exempt List		
2.31	The proposed solution should be able to replace the web page when the web page matches the Web Filtering blocking criteria.		
2.32	The proposed solution shall be able to identify, retrieve and rate the actual URL of the cache content commonly available in search engines such as Yahoo and Google.		
2.33	The solution shall allow administrators to creat mutiple new local URL filtering categories besides dynamic categories		
2.34	Should have the intelligence to identify & control of popular IM & P2P applications like KaZaa,BiTorrent, Skype, Youtube, Facebook, LinkedIn etc.		
2.35	appliance must have proxy and caching functionalities		
2.36	Solution should be able to restrict User to access internet, during specified hours / time. (Time based revocation)		
2.37	Solution should be able to restrict User to access internet for given limited time period, for example in 30days user can access internet for 30 hours (surfing Quota).		
2.38	Solution should have capabilities to configure User, IPs, URLs and Domains to Black list or white list/ exceptions for detections		
2.39	Solution should be able to restrict Users to download certain amount of data, for example a user can be restricted to use not more than 2 GB data during a time interval (parameterization)		
2.40	The appliance should have the option to configure multiple IP addresses or a pool in the public facing interface of the proxy. Also there should be option to change the public IP address of the appliance for accessing a particular domain or IP addresses. The usefulness of this feature is when proxy servers IP address is getting blacklisted from other organizations.		
2.41	The appliance should have Quota restrictions based on Users and URLs.		
2.42	The appliance should provide Website categorization and the website categorization needs to be updated regularly by the vendor		
2.43	The appliance should have provisions for granular access control like allowing access to Facebook but not Facebook messenger		
2.44	The appliance should have provisions to restrict bandwidth per User.		
2.45	The appliance should have provisions for IP blacklisting and URL blacklisting.		
2.46	The appliance should have provisions for allowing Category based access and port based access.		
2.47	The solution should have a provision for SSL bypass based on URLs and Domains.		
3	Anti-virus, Anti-bot and Anti Malware		
3.1	Should be able to block, allow or monitor only using AV signatures and file blocking based on policy or based on authenticated user groups with configurable selection of the following services:		
3.2	a) HTTP, HTTPS		
3.3	b) SMTP, SMTPS		
3.4	c) POP3, POP3S		
3.5	d) IMAP, IMAPS		
3.6	e) FTP, FTPS		
3.7	The solution should have Anti-APT features and should be able to integrate with Sandbox to detect and mitigate unknown threats and advanced threats.		
3.8	Solution shall provide forensic evidence on the infections activity within the network as follow: Event timestamp, network events in sequence, packet capture of suspicious communication, malware behaviors, malware type, severity, source and destination of attack		
3.9	Appliance should provide inline Anti-Virus and Anti-Malware inspection and prevention.		
3.10	The appliance should have support for at least 2 industry known Anti Malware/Anti-Virus engines (Signature and Heuristics based) that can scan HTTP, HTTPS and FTP traffic for web based threats, that can range from adware, browser hijackers, phishing and pharming attacks to more malicious threats such as rootkits, Trojans, worms, system monitors, Key loggers and as additionally defined by the organizations policy. The bidder has to mention the antimalware engines used in the solution.		
3.11	The appliance should protect itself against any attacks from Internet		
3.12	The solution must support different types of compression algorithms and scan nested compressed files and it should also have capabilities to inspect malware embedded in all types of files		
3.13	Solution should be able to restrict Users to download certain files based on file types, size, extensions etc. Also the solution should be capable of blocking specific set of files downloads for specific user groups.Even if the file types are blocked globally, exception based on URLs, IPs, domains should be allowed.		
3.14	The appliance should be capable of nullifying the malware/virus and should be able to stop the spreading of the same to other endpoints in the network. Solution should be able to identify the origin of the event and must take remedy for the issue immediately.		
3.15	The solution should be able to identify malicious traffic pattern generated by Malware infected PC in order to prevent future data leakage by the malware.		
3.16	The appliance should catch malware that attempts to bypass known ports including port 80		
3.17	The on-premises device should be able to work with existing 3rd party gateway antivirus of the bank.		
3.18	The appliance should have virus signature database which should update automatically from OEM websites, with new signatures and act as anti-virus gateway to scan all the data passing through protocols like FTP & HTTP/ HTTPS etc., the appliance from Internet to inside (Inbound) and from Inside to Internet (Outbound).		
3.19	Antimalware and antivirus engine should be different from the existing antivirus used by customer.		
3.2	The solution should be capable of integrating with on premises Sandboxing solution of the same OEM		
3.21	The appliance should alert the user if the content being downloaded is found to contain virus		
3.22	Solution shall provide forensic evidence on the infections activity within the network as follow: Event timestamp, network events in sequence, packet capture of suspicious communication, malware behaviors, malware type, severity,source and destination of attack		
4	User Authentication		

4.1	The appliance should support Multiple Auth Servers / Auth Failover using Multi Scheme Auth (NTLM and LDAP). The solution should have the option to exclude the authentication for user groups/IP addresses/ Subnet based.		
4.2	The proposed solution shall be able to support various form of user Authentication methods simultaneously, including:		
4.3	Local Database entries		
4.4	LDAP server entries		
4.5	Native Windows AD (Single sign on capability)		
4.6	Industry leading Single Sign On Agent support		
4.7	The solution shall be capable of providing Windows AD single sign-on by means of collector agents which broker between users when they log on to the AD domain and the device.		
4.8	The user authentication should happens using Active directory (AD), LDAP , Integrated Windows Authentication (Kerberos), NTLM (NTLM v1 and v2 in Session Security), any standard based authentication server and other common authentication mechanisms.		
4.9	The authentication should be done every time a user access web through the appliance after defined idle time. The appliance should timeout user if the connection is left idle for a certain amount of time. The solution should provide option to exclude the idle time for selected users or IP address groups and to set different range of idle time out period for different groups.		
4.10	The appliance should have the option to exclude some of the user groups completely exempted from authentication.		
4.11	The appliance when deployed in in-line mode should support bypass mode in case of appliance failure i.e. traffic flow should not break. Also there should be some indication to know whether bypass mode is active or not.		
4.12	The appliance should not create any unnecessary load in the network and the user request processing should be completed and the outcome should be reflected to user without any delay.		
4.13	Active Directory integration should be available for user based access and also IP based access		
5	Data Leakage Prevention features in Web Gateway Solution (Web DLP)		
5.1	System should allow administrator to prevent sensitive data from leaving the network. Administrator should be able to define sensitive data patterns, and data matching these patterns that should be blocked and/or logged when passing through the unit.		
5.2	Solution should have web DLP functionality. Data Leakage prevention should prevent critical, sensitive and proprietary data from being leaked outside Bank's secured network using web as channel.		
5.3	The proposed web security solution should have the option to integrate with the DLP solutions of same OEM or third parties.		
5.4	The solution should be able to detect data theft even if the malware sends the data through image files		
6	High Availability		
6.1	Appliance should have to provide High Availability (HA) and Load Balancing functionality		
6.2	The appliance must be capable of deploying it in active –active mode or in active standby mode with auto fail over option under both modes.		
6.3	The policy synchronization must happen in real time between the devices deployed in HA mode.		
6.4	High Availability feature must be supported for either NAT/Route or Transparent mode		
6.5	High Availability Configurations should support Active/Active, Active/ Passive & Clustering		
6.6	The appliance should have provision to back up the system data, configuration data, policy data to an external storage medium/servers		
6.7	The solution should support explicit forward proxy mode deployment and transparent mode deployment. The method through which explicit and transparent mode deployments are achieved should be mentioned clearly.		
6.8	The solution should provide load balancing, with the support of PAC file or dns round robin technique or with built in load balancer.		
6.9	Appliance shall work in Active-Active mode, with a condition that each appliance can handle 3600 concurrent users with auto failover.		
7	Logging and Reporting		
7.1	Appliance must have built-in logs and reporting either within the box or separately		
7.2	Appliance to be built in such a way that it should be capable of storing logs of 9 months; then it should be sent to storage mountpoint. The storage can be NAS, SAN or a separate appliance; bidder can decide by their own.		
7.3	It should show real-time traffic details		
7.4	It should be capable of being integrated with on-prem or hosted industry leading SIEM solutions		
7.5	Appliance should provide advanced threat dashboard to track the infection or threat history for User/IP		
7.6	Appliance should have built in various reports and can create custom reports like Executive report, Infection life cycle report, Top 10 reports for various category and Health reports etc.		
7.7	Appliance should be able to schedule reports and also provide the flexibility to generate on-demand reports in daily/weekly/monthly/yearly or specific range (by day and time).		
7.8	The Appliance should support real time graphical and chart based dashboard for the summary of activities over Web.		
7.9	Appliance shall support role-based administration such as Administrator, Malware Analyst, Database Reader, and Read-only access user		
7.10	Appliance should provide advanced threat dashboard to track the infection or threat history for User/IP addresses		
7.11	The Appliance should support real time graphical and chart based dashboard for the summary of web filtering activities. The solution should have pre-built report templates which the administrator can use for generating reports.		
7.12	The Appliance should be able to consolidate reports from multiple boxes for centralized logging and reporting.		
7.13	The device capacity for log capturing should be clearly mentioned and the complete logs should be transferred to a server provided by bank which can be a physical infra or it can be in VM, which should be in retrievable format.		
7.14	The appliance should generate reports showing the full details of access user-wise, time-wise, destination-wise, etc.		
7.15	Appliance should support a web interface that includes a tool that traces & can simulate client requests as if they were made by the end users. It should describe how Web Proxy processes the request and can be used for troubleshooting purpose. It should also support policy simulating functionality.		
7.16	Appliance should have built in various reports and can create custom reports like Executive report, Infection life cycle report, Bandwidth usage reports, Top 10 reports for various category and Health reports etc.		
7.17	Informative and exhaustive set of reports on User Activity and URL filtering activities (GUI to report past activity, top usage users and top malware threat, Bandwidth based reports).		

7.18	Appliance should be able to schedule reports and also provide the flexibility to generate on-demand reports in daily/weekly/monthly/yearly or specific range (by day and time).		
7.19	The auto generated reports and logs should be forwarded to the email ids configured in the appliance.		
7.20	The appliance should have the provision to integrate with third-party SIEM applications and custom monitoring tools		
7.21	The appliance should provide native system health monitoring, alerting and troubleshooting capabilities. The solution should provide reports based on hits, and bandwidth.		
7.22	The appliance should have diagnostic network utilities like telnet, traceroute, nslookup and packet capture.		
7.23	Appliance should support automatic "rollover" & archive the log file when it reaches admin defined maximum file-size or time interval like daily/weekly rollover of logs.		
7.24	The appliance should support the retrieval of logs through FTP/SCP protocol and require option to retrieve the logs as per scheduled		
7.25	Appliance should also support centralized reporting. Product to maintain detailed web security solution access logs that can be searched via filters, for identifying any desired access of the user and to see how the product dealt with it.		
7.26	Appliance should support generating a printer-friendly reports in PDF, Excel/ CSV files and other standard formats.		
7.27	Should support system reports to show CPU usage, RAM usage, percentage of disk space used for reporting & logging.		
7.28	The appliance should report incident with URL category information along with user, IP, content violating policy etc.		
7.29	The appliance should send an alert message to the user, if he/she is trying to access a blocked website. The Message should be configurable by administrator.		
7.30	The appliance should provide detailed information on security incidents to comprehensively investigate individual threat events.		
7.31	The system should have facility to log all activities within the appliance. The appliance should be able to send logs to an external syslog servers.		
7.32	Even if the appliance are functioning in active-passive mode all the reports and logs should be available in the central console.		
7.33	Appliance should have the provision to archive/retrieve old web security solution logs data from the repository.		
8	Appliance capability and administration		
8.1	Appliance should have sufficient storage space to store device logs in the appliance itself or pushed to a reporting server as part of the solution		
8.2	The appliances must have RAID redundancy (for hard drives), network redundancy (for management network interfaces) and Power-Supply and Fan module redundancy		
8.3	The appliance should have hardened Operating System for handling web objects. The OS should be secure from vulnerabilities.		
8.4	The appliance should be rack mountable , preferable with 1 U or 2 U size for each appliance.		
8.5	Appliance should be compatible for Indian standards, in case of power supplies, operating conditions, power adapter etc. Each appliance should have redundant power supplies.		
8.6	Appliance should have centralized architecture with web or GUI based dashboard console to monitor, reporting, notification, delegated administration, maintaining and policy management for the registered users centrally for multiple boxes/appliances.		
8.7	All the appliances deployed in the solution should be in sync in all policy and other the parameters.		
8.8	The centralized management should be provided without the support of additional hardware/server (preferably) and if any additional devices required for the management of solution, it should be mentioned clearly.		
8.9	Appliance shall support role-based administration such as Administrator, Entry user, Verification user and Read-only access user. The administrator should have the privilege to verify the pending modifications done from entry user.		
8.10	All the user including the administrator activity should have logged and available for auditing or troubleshooting.		
8.11	The solution should support real time graphical and chart based dashboard for the summary of activities over Web.		
8.12	The appliance should be able to export all the solution policies and configurations to a server/ local machine or even to the appliance itself. The exported file can be directly loaded to the appliances/solution for restoration purpose.		
8.13	appliance shall support the following remote access capabilities on its management interface via HTTP, HTTPS, SSH access. Also there should be provision for serial console and separate Ethernet port for managing the appliances.		
8.14	GUI/Web based console should be accessible in all browsers.		
8.15	The solution should have support two factor Authentication for Management Server		
9	License and certification		
9.1	The appliance should have complete and perpetual license for all the features required Web security solution, like Web filtering, Content inspection & control, Antivirus, reporting etc.		
9.2	The Web Security Solution licensing criteria could be User or Concurrent session based.		
9.3	License should be trust base & shouldn't have a water marking on average IP count.		
9.4	License should be applicable for the web security solution and not for the appliances/solution. Any no. of additional appliances/solution of similar category/class can be integrated in the new solution with existing license.		
10	General Features		
10.1	Appliance should have the provision to integrate it with Anti - Advanced Persistent Threat (APT) solution.		
10.2	Multiple accesses provisioning for same user using single policy instead of creating multiple policies or multiple access control lists for same user and IP .		
10.3	Appliance should support all browsers for accessing websites for the end user. (MS IE , Mozilla Firefox, Chrome etc.)		
10.4	The proposed solution should support SNMP V1, V2, and V3. And should have capabilities of hardware & software monitoring via both enterprise grade MIBS as well as alerts via SNMP traps.		
10.5	All the regulatory compliance regarding web security solution should be adhered in the proposed solution.		
10.6	Bidder should be responsible for rectifying all the vulnerabilities, security and operational issues pointed out by bank's internal inspection team /auditors, inspectors appointed by bank and from the regulatory side (RBI and other statutory bodies)		

Annexure 03 – Rules for Reverse Auction**1. Particulars**

Sl.No.	Particulars	Details
1.	AUCTION TO BE CONDUCTED BY (SERVICE PROVIDER)	E Procurement technologies limited Wall street II, opposite to orient club, Ahmedabad – 380006 Phone: +91-79-40270502/589/592/569
2.	WEBSITE ADDRESS FOR REVERSE AUCTION DATE OF AUCTION	Will be intimated at a later date to the shortlisted bidders

2. Online Reverse Auction

Bank desires to make use of Online Reverse Auction for various procurement processes at its Offices to get the most competitive price from the participating technically qualified Bidders. Reverse Auction event will be carried out among the Qualified Bidders, for providing opportunity to the Bidders to quote the price dynamically for the procurement for which RFP is floated.

3. PROCESS OF REVERSE AUCTION:

- 3.1. Bank will engage the services of a Service provider for conducting Online Reverse Auction on behalf of the Bank.
- 3.2. For the proposed reverse auction, technically qualified Bidders having a valid digital certificate alone shall be eligible to participate.
- 3.3. Rules like event date and time, start price, bid decrement, extensions etc., will be communicated for compliance to the Bidder.
- 3.4. For creating necessary obligations and rights, the Service Provider will also enter into an agreement with each Bidder for this purpose.
- 3.5. The Service Provider will provide all necessary training and assistance before commencement of online bidding on Internet. Service Provider / auctioneer is responsible for conducting training to all technically qualified Bidders participating in the reverse auction and bidding process. Bidder may contact the Service Provider in this regard.
- 3.6. Wherever it is considered necessary and asked by the Bidders or as decided by the auctioneer or by Bank, a mock auction may also be conducted for the benefit of all concerned.
- 3.7. Each Bidder shall participate in the training/ mock auction at his / their own cost. Bidder / Authorised representatives of the Bidders named in the authorization letter given by the Bidder shall be given with a unique user name, password by the Service Provider / auctioneer. Each Bidder / Authorised representatives shall change the password after receipt of initial password from Service Provider.
- 3.8. Reverse auction will be conducted on a scheduled date & time and the same shall be communicated in advance.

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- 3.9. Bidders have to submit the compliance form in the prescribed format, if any, provided by Service Provider before start of Reverse Auction. Without this the Bidder will not be eligible to participate in the event.
- 3.10. Start price for the Reverse Auction will be notified by the Bank. This start price can be either of the following
- 3.10.1. Lowest quote amongst the bidders
- 3.10.2. Quote determined by the Bank through a mechanism of price discovery/industry prevalent rates
- 3.11. All the bids made from the login ID given to Bidder will be deemed to have been made by the Bidder to whom login ID and password were assigned by the Service Provider / auctioneer.
- 3.12. Any bid once made through registered Login ID / password by the Bidder cannot be cancelled. The Bidder, in other words, is bound to supply the items as per the RFP at the bid price offered during the Reverse Auction.
- 3.13. Every successive bid by the Bidder being decremented bidding shall replace the earlier bid automatically and the final bid as per the time and login ID shall prevail over the earlier bids.
- 3.14. The Bank shall conduct the reverse auction as per the Standard English reverse auction, that is, no two bids can have identical price from two different Bidders. In other words, there shall never be a “Tie” in bids.
- 3.15. At the end of Reverse Auction event, the lowest Bidder value will be known on the network.
- 3.16. The lowest Bidder has to submit the duly signed filled-in prescribed format along with break-up as provided on case-to-case basis to the Bank within 48 hours of auction without fail as per Appendix 13 – Price bid confirmation post reverse auction.
- 3.17. Any variation between the online Bid value and the signed document will be liable for rejection of the Bid, forfeiture of the Bid Security etc., and the Bidder may be disqualified to conduct business with the Bank in future.
- 3.18. The Reverse Auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.
- 3.19. The Service Provider at the end of each Reverse Auction shall provide the Bank with all details of the bids and reports of Reverse Auction.
- 3.20. Bank's decision on award of Contract shall be final and binding on all the Bidders.

4. Rules and Terms & Conditions of Reverse Auction:

Online Reverse Auctions are carried out under the framework of a set of rules. Following are the ‘Rules and Terms & Conditions’ of Online Reverse Auction.

1. Definition :

“Bank” means Karnataka Gramin Bank

“Service Provider” means the third party agency / company who have been selected by the Bank for conducting Reverse Auction.

“Bidder” means the party or his authorised representative who has participated in the RFP / Tender Process, Technically qualified, having valid Digital Certificate, and willing to comply with all the instructions and terms and conditions of RFP.

“L1” means the Bidder who has quoted lowest price in the Reverse Auction process.

“L2” means the Bidder who has quoted second lowest price in the Reverse Auction process and so on.

5. Eligibility of Bidders to participate in Reverse Auction:

- 5.1. Bidders who are qualified in terms of the relative Terms & Conditions of the RFP and accept the Rules and Terms & conditions of Reversion Auction and submit the undertaking as per the prescribed format in Appendix 09 – Reverse auction compliance statement can only participate in Reverse Auction related to the procurement for which RFP is floated.
- 5.2. Bidders not submitting the above undertaking or submitting the same with deviations / amendments thereto will be disqualified from further evaluation / participation in the process of relevant procurement.
- 5.3. Bidders should ensure that they have valid digital certificate well in advance to participate in the Reverse Auction. Bank and / or Service Provider will not be responsible in case Bidder could not participate in Reverse Auction due to non-availability of valid digital certificate.
- 5.4. Bidders participating in Reverse Auction shall submit the following duly signed by the same Competent Authority who signs the offer documents in response to the RFP floated by the Bank.
- 5.5. Undertaking letter for acceptance of Rules for Online Reverse Auction and Letter of Authority authorizing the name/s of official/s to take part in Reverse Auction as per the format Appendix 09 – Reverse Auction compliance statement
- 5.6. Agreement between Service Provider and Bidder. This format will be given by the service provider prior to announcement of Reverse Auction.

6. Training

- 6.1. The Service Provider shall impart training on the Reverse Auction to representatives of all eligible Bidders for participation in Reverse Auction.
- 6.2. All rules & procedure related to Reverse Auction will be explained during the training.
- 6.3. The Bank/Service Provider may also conduct a “Mock Reverse Auction” to familiarize the Bidder/s with Reverse Auction process.
- 6.4. Date, Time, Venue etc. of training will be advised at appropriate time.
- 6.5. Eligible Bidder / his authorized nominee have to attend the training as per the schedule and at the specified venue at his / Bidder’s own cost.
- 6.6. No request from the Bidders for change in training schedule and/or venue will be entertained.
- 6.7. However, Bank reserves the right to postpone / change / cancel the training schedule for whatsoever reasons without assigning any reasons there for, even after its communication to eligible Bidders.

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- 6.8. Any Bidder not participating in the training process will do so at his own risk and it shall not be open for him to make any complaint / grievance later.

7. Reverse Auction Schedule:

- 7.1. The date & time of commencement of Reverse Auction and its duration of time shall be communicated to the eligible Bidders prior to the Reverse Auction date.
- 7.2. Bank reserves the right to postpone / change / cancel the Reverse Auction event even after its communication to Bidders without assigning any reasons thereof.
- 7.3. The time period of Reverse Auction & Maximum number of its extensions & time are subject to change and will be advised to eligible Bidders before the start of the Reverse Auction event.
- 7.4. During English Reverse (no ties) Auction, if no bid is received within the specified time, the Bank, at its discretion, may decide to revise Start price / scrap the Reverse Auction process / proceed with conventional mode of tendering.
- 7.5. Bank / Service Provider will in no way be responsible for any failing of systems / communications etc. In such a case FAX/EMAIL can be sent to Service Provider giving sufficient time for service provider to upload in their systems. Bank's decision will be final in this matter. No correspondence shall be entertained in this matter.

8. Bidding Currency:

- 8.1. Bidding will be conducted in Indian Rupees (INR).

9. Start Price:

- 9.1. Bank shall determine the Start Price for Reverse Auction
- 9.1.1. on its own and / or
- 9.1.2. Based on the indicative price band information on Grand Total as per our price schedule value received as per Appendix 01 – Bill of Materials
- 9.1.3. The start price of an item in online Reverse Auction is open to all the participating Bidders. Bidders are required to start bidding after announcement of Start Price and decrement amount. Any Bidder can start bidding, in the online Reverse Auction, from the start price itself. Please note that the first online bid that comes in the system during the online Reverse Auction can be equal to the auction's start price, or lesser than the auction's start price by decremented value, or lesser than the auction's start price by multiples of decrement. The subsequent bid that comes in to outbid the L1 rate will have to be lesser than the L1 rate by one decrement value or in multiples of the decrement value.

10. Decrement Bid Value:

- 10.1. The bid decrement value will be specified by Bank before the start of Reverse Auction event. It can be a fixed amount or percentage of Start Price or both whichever is higher or as determined by the Bank.
- 10.2. Bidder is required to quote his bid price only at a specified decremented value which may be informed to the technically qualified Bidders during Reverse Auction.

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- 10.3. Bidder need not quote bid price at immediate next available lower level, but it can be even at 2 / 3 / 4level of next available lower level.
- 10.4. Bid decrement value shall be rounded off to nearest 100s or 1000s.

11. Web Portal and Access:

- 11.1. Reverse Auction will be conducted on a specific web portal meant for this purpose with the help of the Service Provider identified by the Bank.
- 11.2. Service Provider will make all necessary arrangement for fair and transparent conduct of Reverse Auction like hosting the web portal, imparting training to eligible Bidders etc. and finally conduct of Reverse Auction.
- 11.3. Bidders will be participating in Reverse Auction event from their own office / place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by Bidder themselves.
- 11.4. In the event of failure of their internet connectivity (due to any reason whatsoever it may be)
- 11.4.1. It is the Bidders responsibility/ decision to send fax/email communication immediately to Service Provider furnishing the bid price, they want to bid online, with a request to upload the faxed/email bid price online so that the service provider will upload that price online on behalf of the Bidder.
- 11.4.2. It shall be noted clearly that the concerned Bidder communicating this price to Service Provider has to solely ensure that the fax/email message is received by Service Provider in a readable / legible form and also the Bidder should simultaneously check up with Service Provider over phone about the clear receipt of the bid price faxed/emailed and the Service Provider has entered the same in the system.
- 11.4.3. It shall also be clearly understood that the Bidder shall be at liberty to send such fax/email communications of prices to be uploaded by Service Provider only before the closure of Reverse Auction time and under no circumstances it shall be allowed beyond the closure of Reverse Auction event time. No fax/email will be entertained during the last extension in the extended period.
- 11.4.4. Such Bidders have to ensure that the Service Provider is given reasonable time by the Bidders, to upload such faxed/emailed bid prices online and if such required time is not available at the disposal of Service Provider at the time of receipt of the fax/email message from the Bidders, Service Provider will not be uploading the bid prices. It is to be noted that neither the Bank nor the Service Provider will be responsible for these unforeseen circumstances.
- 11.5. In order to ward-off such contingent situation:
- 11.5.1. Bidders are advised to make all the necessary arrangements / alternatives such as back -up power supply, whatever required so that they are able to circumvent such situation and still be able to participate in the Reverse Auction successfully.
- 11.5.2. Bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations.
- 11.5.3. Failure of power at the premises of Bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction.

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- 11.5.4. On account of this the time for the auction cannot be extended and Bank is not responsible for such eventualities.
- 11.5.5. Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of Reverse Auction irrespective of the cause.
- 11.6. For making the process of Reverse Auction and its result legally binding on the participating Bidders, Service Provider will enter into an agreement with each Bidder, before the start of Reverse Auction event. Without this Bidder will not be eligible to participate in the event.
- 11.7. Neither Bank nor service provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc. Bank's decision will be final in this regard. Bank will not entertain any correspondence in this regard.

12. TRANSPARENCY IN BIDS:

All Bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

13. MASKING OF NAMES:

- 13.1. Bidder will be able to view the following on their screen along with the necessary fields in Reverse Auction : i) Opening Price ii) Leading / Lowest Bid Price in Auction (only total price) iii) Last Bid Price placed by the respective Bidder.
- 13.2. Names of Bidders/ Bidders shall be anonymously masked in the Reverse Auction process and Bidders will be given suitable dummy names.
- 13.3. After completion of Reverse Auction, the Service Provider / auctioneer shall submit a report to the Bank with all details of bid and the original names of the Bidders as also the L1 Bidder with his / their original names.

14. Finalization of the Bidder:

- 14.1. At the end of Reverse Auction event Service Provider will provide the Bank all necessary details of the bid prices and reports of Reverse Auction.
- 14.2. Upon receipt of above information from Service Provider, Bank will evaluate the same and will decide upon the winner i.e. Selected Bidder. Bank's decision on award of Contract shall be final and binding on all the Bidders.
- 14.3. Selected Bidder has to fax/email the duly signed filled-in prescribed format as provided on case-to-case basis to Bank within 24 hours of Reverse Auction without fail. The original signed Appendix 13 – Reverse Auction price bid confirmation should reach the Bank within 48 hours of Reverse Auction without fail along with the break-up figures as per price schedule as per Appendix 01 – Bill of materials.

-
- 14.4. Any variation between the on-line Reverse Auction bid price and signed document will be considered as sabotaging the RFP process and will invite disqualification of Bidder/vender to conduct business with Bank as per prevailing procedure.
- 14.5. Selected Bidder has to give break-up of his last/lowest bid price as per Bill of Material at the end of Reverse auction event within 24 working hours without fail.
- 14.6. Selected Bidder is bound to supply at their final bid price of Reverse Auction. In case of back out or failure to supply as per the rates quoted, Bank will take appropriate action against such Bidder and / or forfeit the Bid Security amount, debar him from participating in future.
- 14.7. In case Bank decides not to go for Reverse Auction related to the procurement for which RFP is floated and price bids if any already submitted and available with Bank shall be opened as per Bank's standard practice using the closed sealed commercial bids.

15. Bidder's Obligation:

- 15.1. Bidder shall not form a cartel and involve themselves in Price manipulation of any kind directly or indirectly with other Bidder / Bidders at any point of time. If any such practice comes to the notice, Bank shall disqualify the Bidder / Bidders concerned from the Reverse Auction process.
- 15.2. Bidder shall not divulge his Bid details to unauthorized parties

16. Change in Rules and Terms & Conditions of Reverse Auction:

- 16.1. Any change in the Rules as may become emergent and based on the experience gained shall be made only by a Committee consisting of Senior Executives of Bank.
- 16.2. Bank reserves the right to modify / withdraw any of the Rules and Terms & Conditions of Reverse Auction at any point of time.
- 16.3. Modifications of Rules and Terms & Conditions of Reverse Auction will be made available on website immediately.
- 16.4. Modifications made during the running of Reverse Auction event will be informed to participating Bidders immediately.

17. Errors and Omissions:

- 17.1. On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Rules, the decision of the Bank shall be final and binding on all concerned.

Karnataka Gramin Bank - RFP for procurement of Secure Web Gateway

Appendix 01 - Bill of Materials (RFP no. PMO:RFP:1/2019-20)

Important Instructions: All Bidders have to compulsorily adhere to the following:

I	Overall
1	The bidder is expected to quote the costs for all items required for fully complying with the requirements of the RFP and the addenda in the respective sections of the price bid. The prices for the respective sections would be deemed to include all components required to successfully implement and <u>maintain the solution for the contract period.</u>
2	Bank is not responsible for any arithmetic errors in the commercial bid details sheet committed by the shortlisted bidders, however, if there are any computational errors the Bank will evaluate the Bid as per provisions contained under RFP document.
3	The bidder is expected to specify the type of licences along with the details with respect to quantity/rate/etc, wherever applicable
4	In case the bidder includes/combines any line item as part of any other line item in the commercial bid, then this has to be clearly mentioned in the description indicating the line item which contains the combination
5	The bidder has to quote for each line item. If any line item is part of the solution proposed in the RFP response, it has to be referenced. If it is not applicable, then the Bidder has to mention Not Applicable (NA).
6	Refer to the RFP for the tax details, thus certain Tax information is to be mentioned separately in this Bill of Material. The TAX TYPE and PERCENTAGE should be clearly mentioned in the masked and the unmasked versions of the Bill of Materials.
7	The Bidder may insert additional line items as applicable based on the solution offered in the respective tabs
8	The Bidders should quote as per the format of Bill of Materials ONLY and a masked replica of the Bill of Materials should be enclosed in the technical bid.
9	Bidder is required to cover component by component licensing details for each of the hardware and software components proposed to the Bank.
10	The <u>masked</u> Bill of Materials which would be submitted as part of the Technical Bill of Material should contain "XX" for ALL the corresponding commercial values that will be present in the unmasked Bill of Material that will be part of the Commercial submission.
11	Quantities mentioned in Year 2 should be incremental over Year 1, Year 3 should be incremental over Year 2 and so on.
12	All amounts in the Bill of Material should be in INR
II	Software
1	The bidder has to quote for each line item. If any line item is part of the solution proposed in the RFP response, it has to be referenced. If it is not applicable, then the Bidder has to mention Not Applicable (NA).
2	The Bidder can insert additional line items as applicable based on the solution offered in the various tabs
3	The license type has to be clearly described in the description column
4	All installation charges for application, database and OS have to be quoted separately, as applicable.
III	Hardware DC - DR
1	The description for all hardware should strictly contain the following items in the same order:
	a. Model / Make of the Hardware
	b. Processor quantity, frequency, Cache memory
	c. Memory quantity, total memory
	d. Operating system
	e. NIC quantity, make
	f. Other critical components
2	The bidder has to quote for each line item. If any line item is part of the solution proposed in the RFP response, it has to be referenced. If it is not applicable, then the Bidder has to mention NA.
3	Any installation & commissioning charges for hardware have to be quoted separately
IV	Waranty and AMC
1	All the hardware proposed should be covered under warrenty for a minimum period of 3 years; Post this the bidder should quote AMC for the remaining <u>period of the contract</u>
2	All the software proposed should be covered under warranty for a minimum period of 1 year; Post this the bidder should quote ATS for the remaining <u>period of the contract</u>
3	The AMC and ATS cost for individual hardware/applications/database/OS has to be quoted in separate line items in this section. The Bidder has to create <u>additional line items in this section if required</u>
4	The Tax details are to be mentioned separately as per the RFP guidelines.

The Bidder is expected to quote the costs for all items required for fully complying with the requirements of the RFP in the respective sections of the price bid. The prices for the respective sections would be deemed to include all components required to successfully implement and maintain the solution for the period of the contract.

SUMMARY OF COSTS

Items	Year 1	Year 2	Year 3	Year 4	Year 5	Total Amount	Total Tax	Total Amount Including Tax (INR)
a. DC-DRC Appliance and cost								
b. Software cost								
c. Implementation cost								
d. Warranty, AMC & ATS & others								
e. Additional license cost								
TOTAL COST OF OWNERSHIP (TCO)								

All the prices of this document should flow correctly from the respective sheets

DC-DRC Appliance and Licenses

Data Centre (DC)

Item	Category	Part Number	Description	Year 1			Year 2			Year 3			Year 4			Year 5			Total Amount (INR)	Tax Type	Tax Percentage	Tax Value (INR)	Total Amount including Tax (INR)
				Qty	Rate (INR)	Total Amt (INR)	Qty	Rate (INR)	Total Amt (INR)	Qty	Rate (INR)	Total Amt (INR)	Qty	Rate (INR)	Total Amt (INR)	Qty	Rate (INR)	Total Amt (INR)					
Secure Web Gateway Appliance cost				2		0			0			0			0			0	0				0
Perpetual user licenses cost (3600 users)						0			0			0			0			0	0				0
Any other, please specify						0			0			0			0			0	0				0
Other DC Costs																							
Cabling						0			0			0			0			0	0				0
Cards						0			0			0			0			0	0				0
Any other, please specify						0			0			0			0			0	0				0
Total DC Production Environment Cost						0			0			0			0			0	0				0

Disaster Recovery Site (DRC)

Item	Category	Part Number	Description	Year 1			Year 2			Year 3			Year 4			Year 5			Total Amount (INR)	Tax Type	Tax Percentage	Tax Value (INR)	Total Amount including Tax (INR)
				Qty	Rate (INR)	Total Amt (INR)	Qty	Rate (INR)	Total Amt (INR)	Qty	Rate (INR)	Total Amt (INR)	Qty	Rate (INR)	Total Amt (INR)	Qty	Rate (INR)	Total Amt (INR)					
Secure Web Gateway Appliance cost				1		0			0			0			0			0	0				0
Perpetual user licenses cost (3600 users)						0			0			0			0			0	0				0
Any other, please specify						0			0			0			0			0	0				0
Other DRC Costs																							
Cabling						0			0			0			0			0	0				0
Cards						0			0			0			0			0	0				0
Any other, please specify						0			0			0			0			0	0				0
Total DRC Production Environment Cost						0			0			0			0			0	0				0

Total Appliance and License Cost (DC and DRC)						0			0			0			0			0	0			0	0
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Software Cost

Software Applications/Solutions for all environments

Items for Data Center	Type of License	Quantity	Description along with the Version numbers of the licenses	Year 1			Year 2			Year 3			Year 4			Year 5			Total Amount (5 years) (INR)	Tax Type	Tax Percentage	Tax Value (INR)	Total Amount including Tax (INR)
				Qty	Rate (INR)	Total Amt (INR)	Qty	Rate (INR)	Total Amt (INR)	Qty	Rate (INR)	Total Amt (INR)	Qty	Rate (INR)	Total Amt (INR)	Qty	Rate (INR)	Total Amt (INR)					
Software Cost						0			0			0			0			0	0				0
Any Other, (Please specify)						0			0			0			0			0	0				0
Total Software Cost for Data Center (A)						0			0			0			0			0	0			0	0

Items for Disaster Recovery Center	Type of License	Quantity	Description along with the Version numbers of the licenses	Year 1			Year 2			Year 3			Year 4			Year 5			Total Amount (5 years) (INR)	Tax Type	Tax Percentage	Tax Value (INR)	Total Amount including Tax (INR)
				Qty	Rate (INR)	Total Amt (INR)	Qty	Rate (INR)	Total Amt (INR)	Qty	Rate (INR)	Total Amt (INR)	Qty	Rate (INR)	Total Amt (INR)	Qty	Rate (INR)	Total Amt (INR)					
Software Cost						0			0			0			0			0	0				0
Any Other, (Please specify)						0			0			0			0			0	0				0
Total Software Cost for Disaster Recovery Center (B)						0			0			0			0			0	0			0	0

Total Software Cost (A+B)						0			0			0			0			0	0			0	0
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Implementation Cost

	Year 1			Year 2			Year 3			Year 4			Year 5			Total Amount (All years) (INR)	Tax Type	Tax Percentage	Tax Value (INR)	Total Amount including Tax (INR)
Other Applications	Base product cost	Percentage rate	Total Amt (INR)	Base product cost	Percentage rate	Total Amt (INR)	Base product cost	Percentage rate	Total Amt (INR)	Base product cost	Percentage rate	Total Amt (INR)	Base product cost	Percentage rate	Total Amt (INR)					
Installation, configuration, integration and commissioning cost			0													0				0
Any Other, (Please specify)			0													0				0
Total Other Applications ATS Cost (A)			0													0			0	0

Total Implementation Cost																				
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Note :

The Bidder is expected to provide a detailed break up of all products and services that are under the scope of facilities management as part of the technical bid, in the technical bill of materials i.e. the above format is expected to be replicated for each item to be covered under the scope of facilities management.

AMC, ATS & Others

	Year 1			Year 2			Year 3			Year 4			Year 5			Total Amount (All years) (INR)	Tax Type	Tax Percentage	Tax Value (INR)	Total Amount including Tax (INR)
	Base product cost	Percentag e rate	Total Amt (INR)	Base product cost	Percentage rate	Total Amt (INR)	Base product cost	Percentage rate	Total Amt (INR)	Base product cost	Percentage rate	Total Amt (INR)	Base product cost	Percentage rate	Total Amt (INR)					
ATS																				
Software			0			0			0			0			0	0				0
Any Other, (Please specify)			0			0			0			0			0	0				0
Total Other Applications ATS Cost (A)			0			0			0			0			0	0			0	0

AMC for Secure Web Gateway

	Year 1			Year 2			Year 3			Year 4			Year 5			Total Amount (All years) (INR)	Tax Type	Tax Percentage	Tax Value (INR)	Total Amount including Tax (INR)
	Base product cost	Percentag e rate	Total Amt (INR)	Base product cost	Percentage rate	Total Amt (INR)	Base product cost	Percentage rate	Total Amt (INR)	Base product cost	Percentage rate	Total Amt (INR)	Base product cost	Percentage rate	Total Amt (INR)					
AMC & Onsite Support cost																				
Secure Web Gateway cost												0			0	0				0
Onsite Support cost																				
Any other, please specify												0			0	0				0
Total AMC Cost (B)												0			0	0			0	0

Total AMC and ATS Cost (A+B)												#REF!			#REF!	#REF!			#REF!	#REF!
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Note :

The Bidder is expected to provide a detailed break up of all products and services that are under the scope of facilities management as part of the technical bid, in the technical bill of materials i.e. the above format is expected to be replicated for each item to be covered under the scope of facilities management.

DC-DRC Appliance and Licenses (Additional)
--

Data Centre (DC)

Item	Category	Part Number	Description	Year 1			Total Amount (INR)	Tax Type	Tax Percentage	Tax Value (INR)	Total Amount including Tax (INR)
				Qty	Rate (INR)	Total Amt (INR)					
Perpetual user licenses cost (500 users)						0	0				0
Any other, please specify						0	0				0
Total DC Production Environment Cost						0	0				0

Disaster Recovery Site (DRC)

Item	Category	Part Number	Description	Year 1			Total Amount (INR)	Tax Type	Tax Percentage	Tax Value (INR)	Total Amount including Tax (INR)
				Qty	Rate (INR)	Total Amt (INR)					
Perpetual user licenses cost (500 users)						0	0				0
Any other, please specify						0	0				0
Total DRC Production Environment Cost						0	0				0

Total Additional License Cost (DC and DRC)			0	0		0	0
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Appendix 02 – Bid Undertaking Letter

To

Date: DD/MM/YY

General Manager

Karnataka Gramin Bank

Canara Bank RRB, CBS Project Office,

LIC “Jeevan Soudha” Building, First Floor,

19/19, 24th Main Road, 1st Phase, J P Nagar, Bengaluru- 560078

Dear Sir,

REF: Your RFP No.: XX/20XX-XX dated XX-XX-20XX

Over and above all our earlier conformations and submissions as per your requirements of the RFP, we confirm that,

1. Having examined the tender documents including all annexures and appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, installation and maintenance of ALL the items mentioned in the ‘Request for Proposal’ and the other schedules of requirements and services for your organization in conformity with the said tender documents in accordance with the Bill of Materials and made part of this Tender.
2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document. We agree to abide by the offer validity for 180 days from last date of submission of our bid and our offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
3. We have quoted for all items as requested by the Bank in the RFP and stand committed to deliver to the highest standards and quality as required by the Bank to meet the timelines of the project. Our bid submission is in line with the requirements of the Bank as stated in the RFP.
4. We confirm that we have factored in all costs and expenses for meeting the complete scope and deliverables of the RFP.
5. We are completely aware of the Service Level requirements (SLA) and timelines specified by the Bank and are committed to adhering to the same. We have also clearly taken note of the service level requirements of the Bank and expectations from us and wish to confirm that we have taken care of every aspect to meet the same.
6. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”
7. We undertake that we have not have been blacklisted by any Government department/PSU/PSE/Bank/Financial Institution in India

8. We have clearly understood the Bank's requirements and wish to confirm that we abide by the terms and conditions of the RFP and addendums issued thereafter.
9. We confirm and understand that all arithmetical totaling errors will be corrected for the purpose of evaluation only and the consideration of that error for payment would be completely according to Bank's discretion. We also confirm and understand that for all other errors which we have made in the bid, the Bank for the purpose of evaluation will take the corrected amount based on the price quoted by us in the price sheets but the payment of such amounts would be completely according to the Bank's discretion.
10. We confirm that the prices and values quoted by us encompass the complete scope of the project and we will ensure that the quality of deliverables for the project is not affected due to any pricing pressures.
11. We will be the single point of contact/reference to the Bank. Our consortium partners confirm that they are willing to enter into back-to-back agreement that is in conformity with the deliverables and other service/uptime commitments we make to Bank as per the RFP. If requested we will share the copy of the back-to-back agreement with our consortium partner to the Bank.
12. We agree that Bank is not bound to accept the lowest or any Bid the Bank may receive.
13. We certify that we have provided all the information requested by Bank in the format requested for. We also understand that Bank has the exclusive right to reject this offer in case Bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by20

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

(This letter should be on the letterhead of the Vendor duly signed by an authorized signatory)

Appendix 03 – Manufacturers Authorization Form

To

Date: DD/MM/YY

General Manager

Karnataka Gramin Bank
Canara Bank RRB, CBS Project Office,
LIC “Jeevan Soudha” Building, First Floor,
19/19, 24th Main Road, 1st Phase, J P Nagar, Bengaluru- 560078

Dear Sir,

Sub: RFP for _____

We..... *(Name of the Manufacturer)* who are established and reputable manufacturers of having factories at,,, and do hereby authorize and permit M/s. _____ to submit Bid to the Bank in response to their Request for Proposal towards the following products/services to be supplied by us as a member of consortium for bidding the above RFP.

Sl No.	Product/Service	Details

We also hereby authorize Prime Bidder to submit the Bid (including commercial bid), negotiate and finalize the commercial and technical aspects of the Bid with the Bank on behalf of us.

However, as a proposed partner we have understood in full the intent of the RFP and agree to its terms and conditions for delivering and maintenance of the products/services offered by us to the Bank through the Prime Bidder. We hereby extend our guarantee and warranty as per terms and conditions of the RFP and the contract for the equipment and services offered for supply against this RFP by the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP in respect of such equipments and services.

Yours Faithfully

Authorised Signatory

Name:

Designation:

Phone No.:

E-mail:

(This letter has to be submitted by every member of the consortium as per the bidders Appendix 10 – Proposed partners and should be on the letterhead of the Manufacturer duly signed by an authorized signatory)

Appendix 04 – Conformity Letter

To,

Date: DD/MM/YY

General Manager

Karnataka Gramin Bank

Canara Bank RRB, CBS Project Office,

LIC “Jeevan Soudha” Building, First Floor,

19/19, 24th Main Road, 1st Phase, J P Nagar, Bengaluru- 560078

Dear Sir,

Sub: Our conformity letter to RFP

Further to our proposal dated _____, in response to the Request for Proposal (Bank’s tender No. XX/20XX-XX hereinafter referred to as “RFP”) issued by Bank, we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions/stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, provided however that only the list of comments and deviations furnished by us in Appendix 06 – Comments on T&C of the main RFP document which are expressly accepted by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and Bank’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.

We also hereby confirm that our prices as specified in the Appendix 01 – Bill of Materials and adhere to the Payment terms specified in the RFP.

Yours faithfully,

Authorized Signatory

Designation

Bidder’s Corporate name

Appendix 05 – Conformity with Hardcopy letter

To,

Date: DD/MM/YY

General Manager

Karnataka Gramin Bank

Canara Bank RRB, CBS Project Office,

LIC “Jeevan Soudha” Building, First Floor,

19/19, 24th Main Road, 1st Phase, J P Nagar, Bengaluru- 560078

Dear Sir,

Sub: Our soft copies conformity with hard copy

Further to our proposal dated _____, in response to the Request for Proposal (Bank’s tender No. XX/20XX-XX hereinafter referred to as “**RFP**”) issued by Bank we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforementioned proposal submitted by us, in all respects.

Yours faithfully,

Authorized Signatory

Designation

Bidder’s corporate name

Appendix 06 - Comments on the Terms & Conditions

To

Date: DD/MM/YY

General Manager

Karnataka Gramin Bank
Canara Bank RRB, CBS Project Office,
LIC “Jeevan Soudha” Building, First Floor,
19/19, 24th Main Road, 1st Phase, J P Nagar, Bengaluru- 560078

REF: YOUR RFP No: XX/20XX-XX dated XX-XX-20XX

[Please provide your comments on the Terms & Conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Curriculum Vitae, Experience in related projects, etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/suggestion/deviation that you propose as shown below.]

Sr. No.	Page #	Point / Section #	Clarification point as stated in the RFP document	Comment/ Suggestion/ Deviation
1				
2				
3				
4				
5				
6				
7				
8				
9				

Signature of Authorizing Authority with Seal

Place:

Date:

Note: If there are no deviations the bidder has to give his response by writing ‘NIL’ in the statement.

Karnataka Gramin Bank

Appendix 07 - Pre bid query format

RFP ref no. PMO:RFP:1/2019-20

[illegible]

Appendix 08 – Reverse Auction Compliance Statement

(To be submitted in Company's letterhead by all the Bidders participating in Reverse Auction)

To

Date: DD/MM/YY

General Manager

Karnataka Gramin Bank

Canara Bank RRB, CBS Project Office,

LIC "Jeevan Soudha" Building, First Floor,

19/19, 24th Main Road, 1st Phase, J P Nagar, Bengaluru- 560078

Dear Sir,

Sub: RFP for....

DECLARATION

1. We _____ (name of the company) hereby confirm having submitted our bid for participating in Bank's RFP dated _____ for _____.
2. We also confirm having read and understood the terms of RFP as well as the Rules relating to the Reverse Auction for this RFP process.
3. We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document including the Rules for Reverse Auction, all annexure, addendum, and corrigendum.
4. We shall participate in the on-line auction conducted by _____ Ltd. (Service Provider) and submit our Commercial bid. We shall agree to enter into an agreement with the Service Provider for making the process of Reverse Auction and its results legally binding on us.
5. Bank and Service Provider shall not be liable & responsible in any manner whatsoever for our failure to access & bid in Reverse Auction due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
6. We understand that in the event we are not able to access the auction site, we may authorize Service Provider to bid on our behalf by sending a fax/email containing our offer price before the auction close time and no claim can be made by us on either Bank or Service Provider regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
7. We do understand that Service Provider may bid on behalf of other Bidders as well in case of above mentioned exigencies.
8. We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
9. We shall fax the duly filled in signed Price Bid format as provided in the RFP to the Bank and to the Service provider within 24 hours of end of online Reverse Auction without fail.

10. We undertake to submit the Original confirmation of last bid price by us to the Bank as well as to the Service provider within 48 working hours of the completion of event. We also undertake to submit the Bill of Materials as per the Price Schedule of this RFP.
11. We, hereby confirm that we will honour the Bids placed by us during the auction process, failing which we shall forfeit the EMD. We also understand that the Bank may debar us from participating in future tenders.
12. We undertake to supply at our final lowest bid price of Reverse Auction. In case of back out or not supply as per the rates quoted by us, Bank is free to take appropriate action against us and / or forfeit the Bid Security amount, debar us from participating in future tenders.
13. We confirm having nominated Mr./Ms. _____, designated as _____ of our company to participate in the Reverse Auction on behalf of the Company. His contact numbers Mobile: Tel: e-mail ID and office address is as of the company address furnished here below.
14. We accordingly authorize Bank and / or the Service Provider to issue user ID and password to the above named official of our Company.
15. Both Bank and the Service Provider shall contact the above named official for any and all matters relating to the Reverse Auction showing any of the communication modes mentioned in the item No. 13 above.
16. We undertake that the Company shall be bound by the bids made by the above named official of our Company in the Reverse Auction, failing which the Bank shall forfeit the EMD. We agree and understand that the Bank may debar us from participating in future tenders for any such failure on our part.

Signature of the Authorised Signatory with company seal

Name of the Authorised Signatory –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

Name of Authorised Representative: Mr. /Ms. _____

Designation of the Authorised Representative: _____

Signature of Authorised Representative: _____

Verified the above signature by

Signature of the Authorised Signatory Company seal Date: _____

**APPENDIX 09 - Authorization Letter Format for Bid Opening
(To be brought at the time of opening of Bids)**

To,

Date: DD/MM/YY

General Manager

Karnataka Gramin Bank
Canara Bank RRB, CBS Project Office,
LIC "Jeevan Soudha" Building, First Floor,
19/19, 24th Main Road, 1st Phase, J P Nagar, Bengaluru- 560078

Dear Sir,

SUB: Authorization Letter for attending the Bid Opening

REF: YOUR RFP NO: XX/20XX-XX dated XX.XX.20XX

This has reference to your above RFP.

Mr./Miss/Mrs. _____ is hereby authorized to attend the bid opening of the above RFP No.: XX/20XX-XX dated XX.XX.20XX on _____ on behalf of our organization.

The specimen signature is attested below:

Name:

(Specimen Signature of Representative)

Signature of Authorizing Authority

Name of Authorizing Authority

Designation:

Company Seal:

Appendix 10 – Proposed Partners

To,

Date: DD/MM/YY

General Manager

Karnataka Gramin Bank

Canara Bank RRB, CBS Project Office,

LIC “Jeevan Soudha” Building, First Floor,

19/19, 24th Main Road, 1st Phase, J P Nagar, Bengaluru- 560078

Dear Sir,

Sub: Our partners

Sr. No.	Product/Service	Name and Address of the Implementation and product/service partner	Details of Product/Service Offered	Version no. And date of release	Period up to which the support is available for the version	Existing customers using product/ service (Any two)
1.						
2.						
3.						
4.						
5.	Any other					
6.	etc.					

We hereby confirm that we have the necessary authority from the partners/OEM to bid for the RFP that includes Products offered by the partners/OEM as above.

We shall be the single point of contact and solely responsible for the supply, installation, support and maintenance for the entire project that includes the products/services offered by the other partners/OEM members through this RFP.

Authorised Signatory

Designation

APPENDIX 11 – Pro forma for Bank Guarantee in lieu of DD

To,

Date: DD/MM/YY

General Manager

Karnataka Gramin Bank
Canara Bank RRB, CBS Project Office,
LIC “Jeevan Soudha” Building, First Floor,
19/19, 24th Main Road, 1st Phase, J P Nagar, Bengaluru- 560078

Dear Sir,

WHEREAS.....(Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at India (hereinafter referred to as “the VENDOR”) proposes to tender and offer in response to tender Ref. No. XXXX dated XXXXXXX. (hereinafter called the “TENDER”)

AND WHEREAS, in terms of the conditions as stipulated in the TENDER, the VENDOR is required to furnish a Bank Guarantee in lieu of the Earnest Money Deposit (EMD), issued by a scheduled commercial bank in India in your favour to secure the order of the RFP in accordance with the RFP Document (which guarantee is hereinafter called as “BANK GUARANTEE”)

AND WHEREAS the VENDOR has approached us, for providing the BANK GUARANTEE. AND WHEREAS at the request of the VENDOR and in consideration of the proposed TENDER to you, WE, having Office at....., India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE,, through our local office at India furnish you the Bank GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs.....(Rupeesonly) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the RFP of any of the terms and conditions contained in the RFP and in the event of the VENDOR commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFP or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.....(Rupees..... only) as may be claimed by you on account of breach on the part of the VENDOR of their obligations in terms of the RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the VENDOR has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the VENDOR after expiry of the relative guarantee period of the RFP and after the VENDOR had discharged all his obligations under the RFP and produced a certificate of due completion of work under the said Tender and submitted a "No Demand Certificate "provided always that the guarantee shall in no event remain in force after the day of without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the VENDOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the Tender or extend the time of performance of the Tender or to postpone any time or from time to time any of your rights or powers against the VENDOR and either to enforce or forbear to enforce any of the terms and conditions of the said RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the VENDOR or any other forbearance, act or omission on your part or any indulgence by you to the VENDOR or by any variation or modification of the RFP or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.....(Rupees.....only) as aforesaid or extend the period of the guarantee beyond the said day of unless expressly agreed to by us in writing.
6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the VENDOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the VENDOR.
7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the VENDOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the VENDOR from time to time arising out of or in relation to the said RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.

9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and now existing uncanceled and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. The Bank Guarantee shall not be affected by any change in the constitution of the VENDOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the VENDOR.
14. Notwithstanding anything contained herein above;
 - i) our liability under this Guarantee shall not exceed Rs.....(Rupees.....only) ;
 - ii) this Bank Guarantee shall be valid upto and including the date ; and
 - iii) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
15. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

For and on behalf of

Branch Manager

Seal & Address

Appendix 12 – Price bid confirmation Post Reverse Auction

(To be submitted in Company's letterhead by all the Bidders participating in Reverse Auction)

To,

Date: DD/MM/YY

General Manager

Karnataka Gramin Bank
Canara Bank RRB, CBS Project Office,
LIC "Jeevan Soudha" Building, First Floor,
19/19, 24th Main Road, 1st Phase, J P Nagar, Bengaluru- 560078

Dear Sir,

Sub: RFP for.....

Dear Sir,

SUB: Final / Lowest Bid Price quoted in Reverse Auction held on _____ in respect of
RFP Ref. No. _____ Dated _____ for procurement of _____

We confirm that the final total bid price quoted by us in the captioned Reverse Auction event for
captioned tender is as under – Rs. (in figure): _____ Rs. (in words):
_____ and also submitting the detailed price schedule with item wise
details as per Appendix 01 – Bill of Materials.

We confirm that:-

We enclose herewith the detailed break-up of above price as per Bill of Material. We undertake
to submit the Original duly signed detailed break-up of above bid price as per Bill of Material of
the subject RFP within 48 hours from the end-of Reverse Auction event.

Any variation between the on-line Reverse Auction bid price quoted by us and this document
will be considered as sabotaging the tender process and will invite disqualification of
Bidder/vender to conduct business with Bank as per prevailing procedure. In such case Bank is
free to take appropriate action and / or forfeit the Bid Security amount and / or debar us from
participating in future. We are bound to supply at the above final bid price of Reverse Auction.
We note that in case of back out by us or not supplying as per the above rates quoted by us,
Bank will take appropriate action against us and / or forfeit our Bid Security amount and / or
debar us from participating in future.

Signature of the Authorised Signatory with company seal

Name of the Authorised Signatory –
Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

eMail id: Mobile:Tel. No:Fax No:

CC: Reverse Auction Service Provider (provide address)