



Karnataka Gramin Bank

(A scheduled Bank Established by Govt of India Sponsored by Canara Bank)
Head Office: Ballari

REQUEST FOR PROPOSAL [RFP] FOR

“SUPPLY, INSTALLATION, INTEGRATION, PROVISIONING,
COMMISSIONING, MONITORING, MAINTENANCE AND SUPPORT FOR
INTERNET LINKS WITH SECURE DDOS PROTECTION SOLUTION”

FOR

Canara Bank Sponsored RRB'S

Karnataka Gramin Bank - Head Office, Ballari, Karnataka
&
Kerala Gramin Bank - Head Office, Malappuram, Kerala

RFP NO: KaGB/PMO/RFP/02/2019-20

Karnataka Gramin Bank
Head Office: IT Department
32, Sanganakal Road,
Gandhinagar,
Ballari- 583103
Karnataka

Date: 23-09-2019

Bid Details inBrief

Sl. No.	Description	Details
1.	RFP No. and date	KaGB/PMO/RFP/02/2019-20 Date:23-09-2019
2.	Brief Description of the RFP	SUPPLY, INSTALLATION, INTEGRATION, PROVISIONING COMMISSIONING MONITORING, MAINTENANCE AND SUPPORT FOR INTERNET LINKS WITH SECURE DDOS PROTECTION SOLUTION
3.	Bank's Address for Communication and Submission of Tender	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 -560 078
4.	Contact Details	Tel -080-26087510/39 Mail Id: apmgroupp@kgbk.in
5.	Date of Issue	23/09/2019
6.	Last Date of Submission of Queries for Pre Bid Queries	30/09/2019, Monday, 05:00 PM
7.	Pre Bid Meeting	03/10/2019, Thursday, 11:00 AM
8.	Last Date of Submission of Bids	14/10/2019, Monday, 03:00 PM
9.	Date and time of Opening of Eligibility Criteria	14/10/2019, Monday, 03:30 PM
10.	Date and time of Opening of Technical/Indicative Commercial bid	Will be intimated at a later Date
11.	Application Fees (Not Refundable)	Rs. 20,000/- + Applicable GST
12.	Earnest Money Deposit(Refundable)	Rs.10,00,000/-

This document can be downloaded from Bank's website <http://www.KarnatakaGraminbank.com/>. In that event, the bidders should pay the Application Fee for tender document by means of DD drawn on any scheduled Commercial Bank for the above amount in favour of Karnataka Gramin Bank, payable at Ballari and submit the same along with the Bid of this tender.

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 (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 Karnataka Gramin Bank 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). 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. Karnataka Gramin Bank makes 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. Karnataka Gramin Bank does 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.

Karnataka Gramin Bank in its 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](http://www.Karnatakagraminbank.com)) and it will become part and parcel of RFP.

Karnataka Gramin Bank reserves 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 Karnataka Gramin Bank shall be final, conclusive and binding on all the parties.

Abbreviations used in this Document:

1	AMC	Annual Maintenance Contract
2	ATS	Annual Technical Support
3	BG	Bank Guarantee
4	BOM	Bill of Material
5	DD	Demand Draft
6	EMD	Earnest Money Deposit
7	GST	Goods and Service Tax
8	HO	Head Office
9	HTTP	Hyper Text Transfer Protocol
10	HTTPS	Hyper Text Transfer Protocol Secure
11	LAN	Local Area Network
12	LD	Liquidated Damage
13	MSME	Micro Small & Medium Enterprises
14	MTBF	Mean Time Between Failure
15	MTTR	Mean Time To Restore
16	NPCI	National Payments Corporation of India
17	NI Act	Negotiable Instruments Act
18	OEM	Original Equipment Manufacturer
19	OS	Operating System
20	PDI	Pre Delivery Inspection
21	RFP	Request For Proposal [Interalia the term 'Tender' is also used]
22	RRB	Regional Rural Bank
23	RTGS	Real Time Gross Settlement

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A. Introduction:

1. About RRBs:

Karnataka Gramin Bank (KaGB) is sponsored by Canara Bank and having its Head Office at Ballari operating in 21 Districts of Karnataka with 1167 Branches. Kerala Gramin Bank (KGB) with Head Office at Malappuram operating in entire state of Kerala, with 630 Branches. Karnataka Gramin Bank (KaGB) & Kerala Gramin Bank have achieved 100% CBS in August 2011 with Finacle package with DC and Project Management office at Bengaluru & DRC at Mumbai.

Kerala Gramin Bank (KGB) has authorized Karnataka Gramin Bank (KaGB) to act on its behalf for issuing RFP, evaluation of responses to the RFP and in selection process and finalization of Vendor. KaGB will coordinate for smooth implementation of the Project and shall liaise with the Supplier, on behalf of KaGB and KGB and the supplier is jointly and severally responsible and liable to KaGB and KGB respectively.

2. Definitions:

- 2.1. 'Bank' means, unless excluded by and repugnant to context or the meaning thereof, shall mean 'Karnataka Gramin Bank', described in more detail in paragraph 1 above and which has invited bids under this Request For Proposal on behalf of both Karnataka Gramin Bank (KaGB) and Kerala Gramin Bank (KGB).
- 2.2. 'RFP' means this Request for Proposal prepared by Karnataka Gramin Bank for Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and Support for Internet Links with Secure DDOS Protection Solution in Karnataka Gramin Bank (KaGB) and Kerala Gramin Bank (KGB).
- 2.3. 'Bidder' means a vendor submitting the proposal in response to this RFP.
- 2.4. 'Solution' means Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and Support for Internet Links with Secure DDOS Protection Solution in Karnataka Gramin Bank (KaGB) and Kerala Gramin Bank (KGB).
- 2.5. 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
- 2.6. 'Successful Bidder'/'L1 Bidder' means the bidder who is found to be the lowest bidder after conclusion of the bidding process including the reverse auction, subject to compliance to all the condition of the RFP, etc.

3. About RFP:

The Bank wishes to procure internet links with secure DDOS Protection Solution from reputed vendors. In this connection, Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and Support for Internet Links with Secure DDOS Protection Solution as per the Terms

&Conditions, Technical Specifications and Scope of Work described elsewhere in this document.

4. Objective:

The Objective of this RFP is to procure Internet Links with secure DDOS Protection Solution as per the Terms & Conditions described elsewhere in this RFP document.

5. Eligibility Criteria:

- 5.1. A vendor submitting the proposal in response to this RFP shall hereinafter be referred to as 'Bidder' and Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and Support for Internet Links with Secure DDOS Protection Solution.
- 5.2. Interested Bidders, who can supply, Install, Integrate & Maintain Internet Links with Secure DDOS Protection Solution in the Bank and meeting the Eligibility Criteria as per **Annexure - 3** may respond:-

6. Participation Methodology:

6. 1. In a tender either the partner/distributor/System Integrator on behalf of the OEM or OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
6. 2. If a partner/distributor/System Integrator bids on behalf of the Principal/ OEM, the same partner/distributor/System Integrator shall not submit a bid on behalf of another Principal/ OEM in the same tender for the same item/product/service.
6. 3. In the event partner/distributor/System Integrator fails in their obligations as per the provisions of the contract, the principal Bidder should assume complete responsibility on behalf of the partner/distributor/ System Integrator for providing end to end solution at no additional cost to the bank i.e., technology, personnel, financial and any other infrastructure that would be required to meet intent of this RFP.

7. Existing Infrastructure:

7. 1. Bank is having 50 Mbps of internet link at Bangalore and 25 Mbps internet link at DRC Mumbai office along with Public IP for hosting web applications.
7. 2. Bank has taken Managed Network Services for conversion of IPV6 protocol to IPV4 for all web facing applications.

8. Requirement Details:

- 8.1. Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for **Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and Support for Internet Links with Secure DDOS Protection Solution** for various branches/offices of the Bank as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.
- 8.2. We have requirement of comprehensive solution for below mentioned services.

- 8.2.1. Dedicated 50 Mbps and 25 Mbps full duplex Internet Bandwidth with dual last mile connectivity at Bank DC at Bengaluru & DRC in Mumbai.
- 8.2.2. IPV4 & IPV 6 Public IP from Service Provider.
- 8.2.3. Managed Network Services from conversion of IPV6 protocol to IPV4.
- 8.2.4. Cloud based volumetric DDOS Protection from ISP's own scrubbing centre (ONNET).
- 8.3. Detailed technical specification/requirement and scope of work for each of the above is furnished in **Annexure- 10** and clause no. 9 of the RFP. All the Hardware/Software ordered for Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and Support for Internet Links with Secure DDOS Protection Solution should have comprehensive onsite support for Five Years.
- 8.4. Bank reserves the right to continue/renew/terminate any of the above services at the discretion of the Bank and shall terminate the services by giving 30 days notice period to the bidder.
- 8.5. Bank reserves the right to increase or decrease the quantum of purchase by 25% in respect to the quantity specified in this tender at the same rate arrived at on the Terms and Conditions of this Tender.

9. Scope of Work:

- 9.1. Bidder has to ProvisionCommission, Integrate, Monitor and Maintain the Internet link, Managed network service conversion of IPv6 protocol to IPv4 with Volumetric DDoS Protection with the support for a period of 5 years at DC Bangalore and DRC Mumbai offices.
- 9.2. Bidder also has to Plan, Design considering various failure scenarios; Ensure Network Security is not compromised, coordinate with Bank and Bank's System Integrator during the period of the contract.
- 9.3. The Bidder must provide customer with a web portal Id and password to access the portal. The portal should have reporting features as described under Technical specification for Reporting.
- 9.4. The Bidder/Service Provider must provide facility to Bank to raise Change request with Bidder/service provider to add delete or modify any of the services provided through this RFP as and when required by bank.
- 9.5. During the tenure of the contract or till link is being used at the site, the bidders shall bear all the operational cost associated with link commissioned (other than the quarterly rentals).
- 9.6. The Selected Bidder shall extend support during migration of services from existing ISP to the new environment.
- 9.7. Bidder should ensure DDoS Service Provider must take the lead in protecting the effects of DDoS attacks over Internet links commissioned at our offices.
- 9.8. In case of any DDoS attack campaign against the Bank infrastructure, the assistance from bidder should last throughout the whole attack campaign and the bidders/ISP support team should provide post attack analysis and necessary report to be submitted to Bank.

- 9.9. Bidder should have team of researchers in back end who will provide periodic updates on the market and the new threats and inform the Bank well in advance with related controls to mitigate such threat.
- 9.10. The Bidder shall ensure the seamless provisioning and commissioning of the offered solution without disturbing the ongoing working of equipment and applications. Further the bidder shall ensure that there is no degradation in the performance of the existing applications.
- 9.11. In case bank decides to configure its own Autonomous System (AS) number and IP, bidder to assist bank in procuring & configuring the same in existing DDoS mitigation devices without any additional cost to Bank.
- 9.12. Bidder must ensure to provide DDoS protection for the Bank owned IP advertise with any service provider with no extra cost to Bank.
- 9.13. Bidder must ensure that the service provider will not reveal information about the bank to any third party.
- 9.14. Bidder must ensure that any bank related alerts/logged traffic data/ Bank Data should not be retained for more than 30 days with the ISP DDoS mitigation cloud.
- 9.15. Bidder should arrange for required System, tools, resources and should test the infrastructure by using a red team/blue team approach with the goal to identify the weakness to enable Bank to identify how the infrastructure will respond when under attack, and prepare in case a real-life attack occurs after taking approval from bank. There after bidder to submit detailed report to Bank. The red team is supposed to identify any vulnerability in the process and technology of defensive system and help the organization improve its own defensive abilities. Blue Team is expected to detect and counter. Blue team is also supposed to understand incident response, to master its own and languages, to notice suspicious traffic patterns, to identify the indicators of compromise, to use solution properly, to carry out analysis. Report should be comprehensive based on the scope of both the teams.
- 9.16. Bidder should conduct regular drill test on service provided at least twice per year to ensure high availability to the service provided.
- 9.17. Any statutory requirement for installation and commissioning of the ordered Fiber/Ethernet Connectivity shall be responsibility of the bidder. Permission from various authorities is the sole responsibility of the bidder.
- 9.18. The Bidder should help, support and advice Bank in optimizing network security, implementing security control for the risk advised by regulators, Govt. of India etc.
- 9.19. The Bidder must furnish Internet Bandwidth Utilization/performance reports on a monthly basis. However the bidder should also provide interface to Bank for monitoring utilization/performance report on real time, hourly, daily and weekly basis.

- 9.20. Mux/Modem, converters, transreceiver and any other hardware required is to be provided by bidder. Supplied hardware should be included in the services and it will be the property of the bidder only. Maintenance of Hardware supplied by bidder will be the responsibility of bidder throughout the period of the contract.
- 9.21. Bidder should ensure Installation and commissioning of the link with appropriate wiring/cabling/labeling/dressing.
- 9.22. The bidder must handle at least 5 GBPs of attack and also ensure that DDoS infra itself does not go down and become unavailable to Bank. Further it should be scalable to handle any volume of attack as and when demanded by Bank.
- 9.23. Bidder should ensure End user response times must not be adversely impacted during attack events where the Proposer is mitigating the attack and business- as usual response times being maintained.
- 9.24. Anti-DDoS solution service provider must provide alert within 15 minutes of detecting DDoS attack.
- 9.25. Bidder must ensure at most 15 minute mitigation response from time of receiving a phone request of E-mail from Bank.
- 9.26. The Network and Security Operations Center should be managed by someone with over 5 years of senior management experience in mission critical network environments. The service Engineers must be specialized in DDoS domain.
- 9.27. Bidder should ensure Real time event correlation for Multi Vector attack.
- 9.28. The proposed solution should not reach End of support/Life within period of contract. If this happens, the bidder is bound to provide the prevalent higher model at no additional cost to Bank.
- 9.29. The solution should have capability to generate Alerts and Logs that DDoS attack has been detected. The bidder must also notify the Bank in timely manner through Call and E-mail to the registered credentials of the concerned Bank official when any DDoS attack is detected.
- 9.30. The bidder will be responsible to maintain and monitor the end-to-end connectivity on 24x7x365 basis so as to meet the committed SLA. The bidder must proactively monitor the link and open ticket in case of any outage. The bidder should also have 24x7x365 desk for Real time attack Monitoring, Mitigation and Reporting.
- 9.31. The bidder should ensure there should be 24x7x365 NOC support from direct ISP for any technical issue with Committed Response time to Severity-1 and Severity-2 issues should be less than equal to 30 minutes & 1 hour respectively and the bidder has to submit the authorization letter from the ISP to that effect.
- 9.32. Internal cabling which may be required from the service provider mux to the router has to be laid by the bidder. Dual fiber cable should be laid. Bank will facilitate site survey for collecting details.

- 9.33. The bidder should ensure for liaising with government agencies or other Departments to provide any licenses, approval etc. that may be required.
- 9.34. The bidder/ISP should not terminate the connections of other customers on the devices installed at our premises and should furnish an undertaking to this effect.
- 9.35. Provision of the link is subject to satisfactory Acceptance test. The bidder shall arrange for the UAT and required tools as per Bank's requirements. After commissioning the links, Acceptance test will be finalized after observing the link for 7 days. The methodology for the test will be at the discretion of Bank. The link commissioning is deemed to be complete only if the acceptance test results are found satisfactory. **Acceptance test will be conducted by the Bank at its premises at Mumbai & Bangalore.**
- 9.36. Bidder must provide Networking diagram between client, ISP and Gateway.
- 9.37. Bidder must submit implementation document, solution architecture, traffic flow etc planning of the implementation should be aimed at ensuring that a new network or service meets the needs of the Bank.
- 9.38. Bidder has to act as a single point of contact for the execution of the project. Initiate project kick-off meeting between solution Architect and Bank Project Manager. Develop project plan and track the progress against the project plan. Manage project resources, risks and issues as per project plan. Conduct regular progress meeting with Bank Project Manager.
- 9.39. Bidder to complete the site survey. Determine the feasibility, cabling requirement, Identify the rack space. Denote on the site survey checklist any Prerequisites, physical site modifications, if appropriate, for Bank to carry out.
- 9.40. Bidder must support routing of the Bank's network number(s) for multi homes configurations, if at latter stage Bank decided to be Multi-homed network.
- 9.41. Bidder to perform and document ping or connectivity tests to demonstrate the correct commissioning of the links.
- 9.42. Bidder should ensure the ISP Network must support and forward both IPv4 and IPv6 traffic.
- 9.43. Bidder should ensure Installation and commissioning should be done without impacting Banks existing network set-up.
- 9.44. Bidder should ensure that during various phases of implementation/commissioning, the performance, security, etc. of the existing network/security setup is not compromised.
- 9.45. The selected bidder must do Proof of concept of proposed solution to showcase the functionality.

- 9.46. Bidder has to own the responsibility of making the solution run as desired by the Bank.
- 9.47. The bidder must provide detailed Standard Operation Procedure (SOP) of the provided solution along with the installation and administration guide for reference, which must include High level Design (HLD) documents at no extra cost to the Bank.
- 9.48. The selected bidder shall own the responsibility to demonstrate that the product offered are as per the specification/ performance stipulated in this RFP and as committed by the bidder.
- 9.49. The bidder shall submit the maintenance procedures and call log-in procedures. The preventive and break down/corrective maintenance procedures and the diagnostic/test procedures available shall be submitted.
- 9.50. Selected bidder has to submit the escalation matrix and keep bank informed, if any changes take place in the same.
- 9.51. The service provider/bidder agrees for the following continuity arrangements:
- a. In the event the agreement comes to an end on account of termination or by the expiry of the term/renewed term of the agreement or otherwise, the service provider shall render all reasonable assistance and help to the Bank and to any new contractor engaged by the Bank, for continuity of the Bank.
 - b. In the event of failure of the Service Provider to render the service, without prejudice to any other right the Bank shall have as per this Agreement, the Bank at its sole discretion may make alternative arrangements for getting the Services from any other source. And if the Bank gives a prior notice to the service provider before availing such service from any other alternative source, the service provider shall be liable to reimburse the expenses, if any incurred by the Bank in availing such services from the alternative source.

B. BID PROCESS:

10. Clarification to RFP & Pre-Bid Queries:

- 10.1. The bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases should seek clarification in writing in the same serial order as that of the RFP by mentioning the relevant page number and clause number of the RFP as per format provided under Appendix-F.
- 10.2. All communications regarding points requiring clarifications and any doubts shall be given in writing to the 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 -560 078 by the intending bidders before 05:00 PM on 30/09/2019 (Monday).
- 10.3. No queries will be entertained from the bidders after the above date and time.
- 10.4. The Bank will consolidate all the written queries and any further queries during the pre- bid meeting and the replies for the queries shall be made available in the Bank’s website (www.karnatakagraminbank.com) and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.
- 10.5. No oral or individual consultation will be entertained.

11. Pre Bid Meeting:

- 11.1. A pre-bid meeting of the intending bidders will be held as scheduled below to clarify any point/doubt raised by them in respect of this RFP.

Date	Day	Time	Venue
03/10/2019	Thursday	11:00 AM	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 -560 078

No separate communication will be sent for this meeting. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested bidders shall be present during the scheduled time. In this connection, Bank will allow a maximum of 2 representatives from each Bidder to participate in the pre-bid meeting.

- 11.2. Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 11.3. Bank will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the Bidders in the meeting.
- 11.4. The Bank will consolidate all the written queries and any further queries during the pre- bid meeting and the replies for the queries shall be made available in the Bank's website and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.
- 11.5. Non receipt of reply to the queries raised by any of the Bidders shall not be accepted as a valid reason for non-submission of Bid. In addition, non-reply to any query may not be deemed the version of the Bidder as reflected in the query has been accepted by the Bank.

12. Amendment to Bidding Document:

- 12.1. At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by amendment.
- 12.2. Notification of amendments will be made available on the Bank's website (i.e. www.karnatakagraminbank.com) and will be binding on all bidders and no separate communication will be issued in this regard.
- 12.3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids.

13. Bid System Offer:

The response to the present tender will be submitted by way of two stage bidding process comprising of Technical Bid (Part - A & Part B) & Commercial Bid (Part C) as detailed below:

- 13.1. **Part-A - Conformity to Eligibility Criteria** - Indicating their compliance to Eligibility Criteria. The format for submission of Conformity to Eligibility Criteria is as per **APPENDIX -A**.
- 13.2. **Part-B - Technical Proposal**- indicating the response to the Technical specification of Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and Support for Internet Links with Secure DDOS Protection Solution. The format for submission of

Technical Proposal is as per **APPENDIX-B**.

13.3. Part-C - Commercial Bid- furnishing all relevant information as required as per Bill of Material as per **ANNEXURE-18**. The format for submission of Commercial bid is as per **APPENDIX-C**.

14. Preparation of Bids:

14.1. The Bid shall be typed or written in English language with font size of 12 in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.

14.1.1. The three parts as stated above should be placed in three separate envelopes each one super scribed with 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid' and properly closed and sealed. Thereafter, all the three envelope shall be placed inside another envelope and properly closed and sealed. The final envelope should be super scribed as **"Offer for Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and Support for Internet Links with Secure DDOS Protection Solution in response to RFP No: KaGB/PMO/RFP/02/2019-20 Dated 23/09/2019"** (includes separately sealed 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') on the top of the envelope.

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

14.1.3. All the envelopes shall bear the name and complete postal address of the Bidder and authority to which the Bid is submitted.

14.2. Part A- Conformity to Eligibility Criteria:

14.2.1. Before submitting the bid, the bidders should ensure that they conform the eligibility criteria as stated in **Annexure-3** of RFP. Only after satisfying themselves of the eligibility, the Offer should be submitted.

14.2.2. The Conformity to Eligibility Criteria as per **ANNEXURE-3** among others must contain Demand Draft towards the cost of the Bid document as per clause 15, and EMD/Bank Guarantee in lieu of EMD as per **APPENDIX-D** of this document. The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for, as per **APPENDIX- A**.

14.2.3. The Placement of Application Money, EMD in other than Part- A

Conformity to Eligibility Criteria will make the bid liable for rejection.

- 14.2.4. After ensuring the above, it shall be placed inside a separate envelope and sealed and super scribed on the top of the cover as **“PARTA - Conformity to Eligibility Criteria for Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and Support for Internet Links with Secure DDOS Protection Solution”**.

14.3. Part B - Technical Proposal:

- 14.3.1. Technical Proposal should be submitted as per the format in **Appendix -B**. Relevant technical details and documentation should be provided along with Technical Proposal.
- 14.3.2. It is mandatory to provide the technical details of the Solution required by the bank in the exact format of **ANNEXURE-10** of this tender.
- 14.3.3. The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.
- 14.3.4. If any part of the technical specification offered by the bidder is different from the specifications sought in our RFP, the bidder has to substantiate the same in detail the reason of their quoting a different specification than what is sought for, like higher version or non-availability of the specifications quoted by us, invariably to process the technical offer.
- 14.3.5. The Bank shall not allow / permit changes in the technical specifications once it is submitted.
- 14.3.6. The relevant product information, brand, and model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the Offer. Failure to submit this information along with the offer may result in disqualification.
- 14.3.7. The Technical Proposal should be complete in all respects and contain all information sought for, as per **Appendix-B**. **Masked Bill of Material must be attached in Technical Offer and should not contain any price information**. The Part B-Technical Proposal should be complete and should cover all products and services. Technical Proposal without masked Bill of Materials will be liable for rejection.
- 14.3.8. Masked commercial bid which is not as per below instruction will make Bid liable for rejection:
- 14.3.8.1. Should be replica of Commercial Bid except that it should not contain any price information (with Prices masked).
- 14.3.8.2. It should not provide any price information like, unit price, tax percentage, tax amount, AMC/ATS charges, Implementation Charges etc.
- 14.3.9. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscripted on the top of the cover as **“PART B-**

Technical Proposal for KAGB/PMO/RFP/02/2019-20 dated 23/09/2019 for Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and Support for Internet Links with Secure DDOS Protection Solution”.

14.4. Part C - Commercial Bid:

- 14.4.1. Commercial Bid should be submitted as per the instruction in **Appendix-C**.
- 14.4.2. Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. The Commercial Bid should give all relevant price information as per **Annexure-18**. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.
- 14.4.3. Under no circumstances the Commercial Bid should be kept in Part-A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) Covers. **The placement of Commercial Bid in Part A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) covers will make bid liable for rejection.**
- 14.4.4. The Bill of Material must be attached in Technical Proposal as well as Commercial Bid (indicative). The format will be identical for both Technical Proposal and Commercial Bid (indicative), **except that the Technical Proposal should not contain any price information (with Prices masked)**. Any change in the Bill of Material format may render the bid liable for rejection.
- 14.4.5. Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- 14.4.6. Any change in the Bill of Material format may render the bid liable for rejection. The Commercial Bids (indicative) that are incomplete or conditional are liable to be rejected.
- 14.4.7. The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank.
- 14.4.8. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as **“PART C - Commercial Bid for KaGB/PMO/RFP/02/2019-20 dated 23/09/2019 for Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and Support for Internet Links with Secure DDOS Protection Solution”**.

15. Application Money:

- 15.1 This document can be downloaded from Bank's website <https://www.karnatakagraminbank.com> In that event, the bidders should pay the Application Fee of Rs.20,000/- (non refundable) + Applicable GST for tender document by means of DD drawn on any scheduled Commercial Bank for the above amount in favour of Karnataka Gramin Bank, payable at Ballari and submit the same along with **Part A- Conformity to Eligibility**

Criteria.

15.2 Submission of the Application Money in other than Part-A (i.e. Conformity to Eligibility Criteria) is liable to be rejected on grounds of non-payment of the cost of Bid document.

15.3 The Bidder shall bear all costs associated with the preparation and submission of the Bid and Bank will not be responsible for the costs, regardless of the conduct or outcome of the bidding process. The Bank is not liable for any cost incurred by the Bidder in replying to this RFP. It is also clarified that no binding relationship will exist between any of the respondents and the Bank until the execution of the contract.

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

16.1. The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) of Rs.10,00,000/- (Rupees Ten Lakh Only) by way of Demand Draft drawn on any Scheduled Commercial Bank In India in favour of Karnataka Gramin Bank, payable at Ballari and should be kept along with the Part-A - Conformity to Eligibility Criteria.

16.2. In Case the EMD is submitted in the form of Bank Guarantee the same should be valid for the minimum period of 6 months with additional claim period of 3 months from the last date for submission of offer. Bank at its desecration can demand for extension for the validity of EMD. The format for submission of EMD in the form of Bank Guarantee is as per **Appendix-D**.

16.3. Submission of EMD in other than Part A-Conformity to Eligibility Criteria Envelope is liable to be rejected on grounds of non-submission of EMD.

16.4. The EMD of the Bidders not qualified under Technical Proposal will be returned within 15 days after opening the commercial bid of the Technically Qualified Bidders. The EMD of Technically Qualified bidders will be returned upon the selected bidder accepting the order and furnishing the Performance Bank Guarantee.

16.5. The EMD may be forfeited / Bank Guarantee may be invoked:

16.5.1. If the bidder withdraws or amends the bid during the period of bid validity specified in this document.

16.5.2. If the Bidder fails to participate and quote the Price in online Reverse Auction or fails to login to Reverse Auction Process.

16.5.3. If the selected bidder fails to accept the purchase order within 7 days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the RFP.

17. Make and Models:

It is mandatory to provide make & model of all the items and their subcomponents as has been sought in the technical specification. The Offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of make, model of the items offered. Please note that substituting required

information by just brand name is not enough. Bidder should not quote hardware items which are impending End of Life / End of Support in one year from the date of submission of the Bid.

18. Software Version:

The Bidder should ensure usage of latest licenses software with proper update/patches and their subcomponents as has been sought in the technical/functional requirements. The offer may not be evaluated and / or shall be liable for rejection incase of non submission or partial submission of Software version of the items offered. Please note that substituting required information by just software name is not enough. Bidder should not quote software which is already End of Sale. Bidder also should not quote software which are impending End of Sale.

19. Documentation:

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

20. Cost & Currency:

The Offer must be made in Indian Rupees only as per Bill of Material (**ANNEXURE-18**).

21. Erasures or Alterations :

The Offers containing erasures or alterations or overwriting will not be considered. There should be no hand-written material, corrections or alterations or overwriting in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure/manual” is not acceptable. The Bank may treat such Offers as not adhering to the tender guidelines and as unacceptable.

22. Assumptions/Presumptions/Modifications:

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

23. Submission of Bids:

23.1. The Name and address of the Bidder, RFP No. and Due Date of the RFP are

to be specifically mentioned on the Top of the envelope containing Bid.

23.2. The bid/s properly super scribed in the manner prescribed in earlier clauses of this RFP should be deposited in the Tender Box kept at the Place, Venue, Date and Time mentioned below :-

Last Date of submission of Bid	Day	Time	Venue
14/10/2019	Monday	Up to 03:00 PM	Canara Bank RRB CBS Project Office, LIC "Jeevan Soudha" Building, First Floor, 19/19, 24th Main Road, 1st Phase, J P Nagar, Bengaluru -560 078

23.3. If last day of submission of bids is declared a holiday under NI Act by the Government subsequent to issuance of RFP the next working day will be deemed to be the last day for submission of the RFP. The Bid/s which is/are deposited after the said date and time shall not be considered.

23.4. Bids sent through post/courier will not be accepted/ evaluated. No offer will be accepted directly.

23.5. If the envelopes containing bid documents, including the outer envelope is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid's misplacement or premature opening.

23.6. The following officials will facilitate in bid related queries and make arrangements for deposit of bid documents:-

First Official	Alternate Official
Mr. Ramaraju HS 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 Tel :080-26087510	Mr. Anand B R, Chief Manager (IT), 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 Tel :080-26087547

23.7. In case bid documents are too bulky to be placed inside the tender box, arrangements will be made by the above mentioned officials to receive the Bids. However Bidder should reach the venue before the date and time stipulated above.

24. Bid Opening:

24.1. The Part A- Conformity to Eligibility Criteria shall be opened in the presence of the Bidder's representative/s who may choose to attend the bid opening as per following schedule :-

Date	Day	Time	Venue
14/10/2019	Monday	03:30 PM	Canara Bank RRB CBS Project Office, LIC "Jeevan Soudha" Building, First Floor, 19/19,24 th Main Road,1 st Phase,JPNagar, Bengaluru -560078

Bidder's representative may be present in the venue well in time along with an authorization letter, as per the format attached (**Annexure -6**).

Note: Authorization letter should be carried in person and shall not be placed inside in any of the bid covers.

- 24.2. Attendance of all the representatives of the bidders who are present at bid opening will be taken in a register against Name, Name of the company and with full signature.
- 24.3. The Bidders may note that no further notice will be given in this regard. Further, in case the bank does not function on the aforesaid date due to unforeseen circumstances or holiday then the bid will be accepted up to 3.00 PM on the next working day and bids will be opened at 3:30 PM at the same venue on the same day.
- 24.4. The following details will be announced at the time of bid opening.
- 24.4.1. Bidders name
- 24.4.2. Presence or absence of cost of the bidding document and Bid security
- 24.4.3. Such other details as the Bank at its discretion may consider appropriate.
- 24.5. If any of the bidders or all bidders who submitted the tender are not present during the specified date and time of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the **Part A -Conformity to Eligibility Criteria** in their absence
- 24.6. The **Part A- Conformity to Eligibility Criteria** submitted by the bidder will be evaluated based on the eligibility criteria stipulated. The **Part B- Technical Proposal** of only those bidders who qualified in **Part A- Conformity to Eligibility Criteria** will be opened with due communication by the bank.
- 24.7. The Commercial Bid of only those bidders who qualified in **Part B- Technical Proposal** will be reckoned for Reverse Auction process and for arriving at L1.

C. Selection of Bidder:

25. Preliminary Scrutiny:

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

26. Clarification of Offers:

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

27. Evaluation of Bids:

- 27.1. The Bid will be evaluated by a Committee of officers of the Bank. If warranted, the Bank may engage the services of external consultants for evaluation of the bid. It is Bank's discretion to decide at the relevant point of time. The Bids will be opened in the presence of bidder/s who are interested in being present during the process on the date decided by the Bank.
- 27.2. Part A- Conformity to Eligibility Criteria: The Part A- Conformity to Eligibility Criteria submitted by the bidder will be evaluated based on **Annexure-3** of RFP. The Part B-Technical Proposal of only those bidders who qualified in Part A- Conformity to Eligibility Criteria, will be opened with due communication by the Bank.
- 27.3. Part B- Technical Proposal: The Part B- Technical Proposals submitted by the bidder will be evaluated for the documents submitted as per Appendix-B. The Part C-Commercial Bids (Indicative) of only those bidders who qualified in Part B- Technical Proposals, will be opened with due communication by the Bank

27.4. Part C-Commercial Bid (Indicative): The Part C- Commercial Bid (Indicative) submitted by the bidder will be evaluated for the documents submitted as per Appendix-C. However, for arriving at L1, Bank will conduct Reverse Auction as mentioned elsewhere in the RFP document.

27.5. Reverse Auction: Bank will conduct Reverse Auctions for arriving at L1/L2/L3...etc.

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

28.1 The Bank reserves the right to call for a presentation on the features and functionalities from those Bidders who have qualified in Part A- Conformity to Eligibility Criteria.

28.2 As a part of Technical Evaluation based on the technical bids submitted by the Bidders, Bank at its discretion may call the bidders for conducting POC/ Presentation/Site Visits/ Product Demonstration of the internet links with secure DDOS Solution proposed by them. The exercise will be undertaken before opening of the Commercial bids (indicative) of all the bidders whose Part B - Technical Proposal has been opened.

28.3 Bidders are further required to be in preparedness to demonstrate the proposed solution by arranging for product walk-through at their own installations/ principals/R&D/ labs duly meeting the specific requirements/issues raised by the Bank.

28.4 The Bank at its discretion call for providing of proof Of Concept (POC) of proposed solution at the site mutually agreed.

28.5 Setting of evaluation criteria for product demonstration shall be entirely at the discretion of the Bank. The decision of the bank in this regard shall be final and in this regard, no correspondence shall be entertained.

28.6 The Bidder has to arrange for site visit to place where solution is deployed and working satisfactorily.

28.7 All expenses incurred in connection with the above shall be borne by the bidder. However, Bank will bear the travelling, boarding and lodging expenses related to its own personnel and its consultants, if any.

29. Normalization of Bids:

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

29.1.1. Incremental bid submission in part of the requested clarification by the Bank

OR

29.1.2. Revised submissions of the entire bid in the whole

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

29.3. The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

30. Intimation to Qualified / Successful Bidders:

The Bank will prepare a list of technically qualified bidders on the basis of evaluation of Part - B Technical Proposal and the names of qualified bidders would be announced on Bank's website (www.karnatakagraminbank.com) / Notice Board/Letter/Email. Only qualified bidders shall participate in the Reverse Auction. After the entire completion of selection process, final list of the bidders (L1, L2, L3... etc.,) will be announced as indicated above. No separate intimation will be sent to successful Bidder.

31. Correction of error in Commercial Bid:

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

31.1. Bank may waive off any minor infirmity or non - conformity or irregularity in a bid, which does not constitute a material deviation.

31.2. If there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly.

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

31.4. If there is discrepancy in the total arrived at Bill of Material (addition, subtraction, multiplication, division and carryover of amount from one page to another), correct total will be arrived by the Bank and same will prevail over the total furnished in the Bill of Material.

31.5. If there is a discrepancy between words and figures, the rate/ amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case, the amount in figures will prevail, subject to the above two provisions.

31.6. If the bidder does not accept the correction of errors, the bid will be rejected.

32. Determination of L1 Price:

32.1. L1 Price will be determined after giving effect to arithmetical correction,

if any.

32.2. The L-1 bidder will be determined on the basis of the lowest price quoted in the Reverse Auction. The Reverse Auction would be conducted for Total Cost of ownership given in Bill of Material (indicative) as per **ANNEXURE-18** of RFP or in a manner described in paragraph F of **APPENDIX-G**. Brief Business Rules and Terms & Conditions of Reverse Auction are detailed in **APPENDIX-G**.

32.3. Online reverse Auction:

32.3.1. Bidders, whose Commercial Bids (Indicative) has been opened by the Bank will be called for the Reverse Auction.

32.3.2. Reverse Auction event will be carried out among the technically qualified Bidders, based on evaluation of Part B-Technical Proposal, for providing opportunity to the Bidders to quote the price dynamically for the procurement for which RFP is floated and also to get the most competitive price.

32.3.3. For finalization of the most competitive offer, the Bank will conduct "Reverse auction" The detailed procedure and Business rules for the Reverse auction is given as per **Appendix-G**.

32.3.4. Bank will call the technically qualified bidders whose Commercial Bids have been opened by the Bank for participating in the Reverse auction process which will be conducted by an Auction company authorized by the Bank. Specific rules for this particular event viz. date and time, CAP price, bid decrement value, duration of event etc. shall be informed by the Auction Company to the participating bidders before the event. The bidders should furnish indicative prices for the project in their Indicative Commercial Bid to facilitate finalizing the start bid for "Reverse auction". However, the CAP price for Reverse auction will be fixed by the Bank.

32.3.5. Bidders should note that the indicative commercial bid is considered for the purpose of conducting Reverse auction process only. The L-1 bidder will be decided only later, on finalization of prices through Reverse auction.

32.3.6. The L-1 bidder emerging at the end of the Reverse Auction process shall be required to submit the break-up of their Final price (last bid price) again as per **Annexure-18** within 2 working days. Failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result in forfeit of the EMD with the Bank, which may please be noted.

32.4. Re-Auction Rules:

32.4.1 Bank may consider the option of a Re-Auction/s in following circumstances:

32.4.1.1. At the end of the reverse action, L1 price is not acceptable to the Bank.

32.4.1.2. During the process of reverse auction, if there is no bids from logged in bidders, Bank may decide a re-auction by increasing the CAP price for Re- auction.

32.4.1.3. At the end of the Reverse Auction If only one bidder puts up bid/s, Bank at its discretion may decide a re-auction.

32.4.2 Even after conducting Reverse Auction/s, if no Bidder has quoted or the prices quoted by them are not acceptable to the Bank. Bank at its discretion can ask all the technically qualified Bidders to submit the Closed Commercial Bid by giving sufficient time to the Bidders. If Bidder/s are not submitting the Commercial Bid in due date and Time, their EMD will liable to be forfeited. If the EMD is submitted by the way of BG, Bank can at its discretion invoke the Bank Guarantee.

32.4.3 Bank reserves the right to reject any or all proposals. Similarly, it reserves the right not to include any bidder in the final short-list.

32.5. The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves the right to obtain revised price bids from the bidders with regard to change in RFP clauses. The Bank reserves the right to accept any bid in whole or in part.

33. Bid Validity Period:

The Offer submitted and the prices quoted therein shall be valid for 180 days from the last date for submission of the offer (BID). Bid valid for any shorter period shall be rejected by the Bank.

34. Proposal Ownership:

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

35. Project Ownership:

35.1. If the bidder is offering solutions/products from other bidders/principals, as required in this RFP, they shall detail the responsibilities of the parties involved and also submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the project. The bidder must specify any and all relationships with third parties in respect of the ownership and also maintenance & support of all hardware and software related to Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and Support for Internet Links with Secure DDOS Protection Solution and any other items which are relevant to this RFP.

35.2. Ownership letter by the bidder to be submitted (Undertaking letter by the

bidder taking the ownership of the project execution in case third party also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership).

- 35.3. The Bidder also has to submit a certificate/Letter from OEM that the proposed solution offered by the bidder to the Bank are correct, viable, technically feasible for implementation and the solution will work without any hassles.

36. Acceptance of Offer:

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

37. Award of Contract:

- 37.1. The bidder who is L1 as per above clause no. 30 will be referred to as the selected bidder and Bank will send a separate communication to the selected Bidder.
- 37.2. The contract shall be awarded and the order shall be placed on selected L1 Bidder. 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
- 37.3. Bidder to note that optional items for Upgradation of Links for which Bank will issue the Purchase Order in future as and when required during the contract period of Five years. However, Bank will consider the cost of optional items for arriving Total Cost of Ownership (TCO).
- 37.4. The Selected Bidder to enter into bipartite agreement with Karnataka

GraminBank as per the agreement format shared by the Bank with the selected bidder.

37.5. The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the bidder.

37.6. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.

37.7. The shortlisted bidder/s will be required to supply the solution along with the hardware to various branches/offices of the Bank at the rates not higher than the agreed rate finalized under this RFP.

38. Government of India Guidelines On Purchase Preference:

38.1. Procurement through Micro & Small Enterprises [MSEs]:

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 Government of India Guidelines.

38.1.1. This MSEs should have registered with :

38.1.1.1. District Industries Centers or

38.1.1.2. Khadi Village Industries Commission or

38.1.1.3. Khadi & Village Industries Board or

38.1.1.4. Coir Board or National Small Industries Corporation or

38.1.1.5. Directorate of Handicrafts & Handloom or

38.1.1.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.

38.1.2. 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 & such MSE shall be allowed to supply up to 20% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately according to the tendered quantity.

38.1.3. Bank shall procure minimum 20% of their annual value of goods or services from MSEs.

38.1.4. Special provisions for MSEs owned by SC or ST-

Out of the 20% annual target from MSE, a sub-target of 20% [i.e. 4% out of 20%] shall be earmarked for procurement from MSE owned by SC or ST entrepreneurs.

- 38.1.5. MSEs are also exempted from paying Application fee/cost & EMD.
- 38.1.6. MSEs should submit the relevant documentary proof for claiming the exemptions.
- 38.1.7. 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.
- 38.2. 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 (six) working days from the date of communication from the Bank to avail the Purchase preference.
- 38.3. The details are available on the website www.dcmse.gov.in. Interested vendors are requested to go through the same details.

D. TERMS AND STIPULATIONS:

39. Effective Date:

- 39.1. The effective date shall be date of acceptance of the order by the selected bidder. However, the bidder shall submit the acceptance of the order within seven days from the date of receipt of order. The Bank reserves the right to consider the late acceptance of the order, if any, at its discretion.
- 39.2. Failure to accept the order within Seven days from the date of receipt of the order, makes the EMD liable for forfeiture at the discretion of the Bank. Thereafter the Bank shall be at liberty to proceed with procurement from the other bidders within the purview of the same RFP by calling fresh commercial quotes from the bidders. In such an event, the initially selected bidder stands disqualified for further participating in the subject bid.

40. Project Execution:

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 Bangalore. However, for escalation purpose, details of other persons shall also be given.

41. Security Deposit / Performance Bank Guarantee:

- 41.1. The successful bidder should submit a Security Deposit / Performance Guarantee for 10% value of the contract within 21 Working days from the date of acceptance of the purchase order.
- 41.2. If the Security Deposit / Performance Guarantee is not submitted within the date stipulated above, penalty at 0.50% (Plus GST) per week on the cost of the order (Exclusive of Taxes) will be deducted from the delivery payment or from any other payments for the delay in submission of Bank

Guarantee. The total penalty under this clause shall be restricted to 5% (Plus GST) of the total order value (Exclusive of Taxes).

- 41.3. Security Deposit should be submitted by way of DD drawn on Karnataka Gramin Bank payable at Ballari. Bank Guarantee may be obtained from any of the Scheduled Banks. However it should be as per **Appendix-D**.
- 41.4. Security deposit / Performance Bank Guarantee (PBG) should be valid for 5 (Five) years from the date of last installation and shall be retained till completion of contract period. The Guarantee should also contain a claim period of 3 (three Months from the last date of validity).
- 41.5. 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.
- 41.6. The security deposit / bank guarantee will be returned to the bidder on completion of Warranty & AMC Period.
- 41.7. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.

42. Execution of Agreement:

- 42.1. Within 21 days from the date of acceptance of the Order, the selected bidder shall sign a stamped "Contract Agreement" with the Bank at the time, place and in the format prescribed by the Bank. Failure to execute the Contract Agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected Bidder.
- 42.2. The Contract Agreement shall include all terms, conditions and specifications of RFP and also the Bill of Material and Price, as agreed finally after Bid evaluation and negotiation. The Contract shall be executed in English language in one original, the Bank receiving the duly signed Original and the selected Bidder receiving the photocopy. The contract shall be valid till all contractual obligations are fulfilled.
- 42.3. The Project Management Office will facilitate and coordinate for placing the PO, execution of Agreement and for releasing the payments.

43. Delivery, Installation & Maintenance:

- 43.1. Bank shall provide the address and contact details for delivery of all the solution and its component related to Internet Links with secure DDOS Solution while placing the order. Delivery of all Hardware, Software and Other Items should be within Four (4) weeks from the date of acceptance of Purchase Order for all locations. Please note that no extra charges will be paid for those locations where road permit is required. Vendor has to arrange for road permit at his own cost. It will be sole responsibility of the vendor to submit any form required for release of shipment from the

check post.

- 43.2. The successful bidder should ensure the installation, configuration, Integration and Commissioning of the solutions and its component and complete all the works specified in the scope of work at the Bank Branch/ Office within Two (2) weeks from the date of delivery of all the materials for each ordered locations.
- 43.3. Bank reserves the right to change/modify locations for supply of the items. In the event of any change/modification in the locations where the solution to be delivered, the bidder in such cases shall deliver, install and commission at the modified locations at no extra cost to the Bank. However if the hardware/software items are already delivered, and if the modifications in locations are made after delivery, the bidder shall carryout installation and commissioning at the modified locations and the Bank in such cases shall bear the shifting charges/arrange shifting. The Warranty/AMC should be applicable to the altered locations also.
- 43.4. The Installation will be deemed as incomplete if any component of the hardware or software is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank after acceptance testing / examination. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted and the warranty period will not commence. The installation will be accepted only after complete commissioning of Hardware.
- 43.5. Commissioning of the hardware and software will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this Tender.
- 43.6. Partial or incomplete or damaged delivery of materials will not be considered as delivered of all the ordered materials. Date of delivery shall be treated as date of last material delivered to the ordered locations if materials are not damaged. In case materials are delivered with damage, Date of delivery shall be treated as date of replacement of damaged material with new one. Delivery payment shall be paid against completion of delivery of all the ordered materials without any damage and proof of delivery duly certified by Bank's Officials, along with delivery payment claim letter.

44. Uptime:

- 44.1. The bidder shall guarantee a 24X7X365 availability of their supplied hardware with a monthly uptime of 99.9% for the solution as specified in **Annexure-10** and scope of work during the period of contract and also during AMC which shall be calculated on monthly basis.
- 44.2. 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 any of the

defined functions on the Solution. Restoration is the condition that when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same.

44.3. If the bidder is not able to attend the trouble shooting calls on supplied solution working due to closure of the office/non availability of access to the solution, the response time/uptime will be taken from the opening of the office for the purpose of uptime calculation. The Bidder shall provide the monthly uptime reports during the warranty period and ATS period if contracted.

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

44.5. The percentage uptime will be calculated on a monthly basis as follows:

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

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

45. Penalties / Liquidated Damages:

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

45.1.1. Non Compliance of the above Supply/ delivery clause 43.1 will result in the Bank imposing penalty at 0.50% (Plus GST) on delay in delivery per week or part thereof, on the total order value (Exclusive of Taxes) location/office address wise.

45.1.2. Non Compliance of the above installation, configuration and implementation as per clause 43.2 will result in the Bank imposing penalty at 0.50% (Plus GST) on delay in installation per week or part thereof, on the total order value (Exclusive of Taxes) location/office address wise.

45.1.3. However, the total Penalty / LD to be recovered under above clauses 45.1.1 & 45.1.2 shall be restricted to 10% (Plus GST) of the total value of the order (Exclusive of Taxes).

45.2. Penalties / Liquidated Damages for not maintaining uptime:

45.2.1. If the bidder fails to maintain the guaranteed uptime of supplied solution during contract period, the penalty for uptime will be deducted as under:

Level of Solution availability calculated on a monthly basis	Penalty amount
99.99% and Above	No penalty would be deducted
99.00% to <99.99%	5 % plus applicable taxes on monthly charges payable
98.00% to <99.00%	10 % plus applicable taxes on monthly charges payable

97.00% to <98.00%	15 % plus applicable taxes on monthlycharges payable
97.00% to <90.00%	20 % plus applicable taxes on monthlycharges payable
Less than / equals to 90.00%	50 % plus applicable taxes on monthlycharges payable

45.2.2. The maximum penalty levied as per above clause 45.3.1. shall not be more than 50% plus applicable taxes of the amount payable (Exclusive of Taxes) for one year.

45.2.3. If the monthly uptime is less than 90%, the Bank shall levy penalty as above and shall have full right to terminate the contract under this RFP. 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).

45.3. Penalties / Liquidated Damages for non-performance: If the specifications of the RFP are not met by the bidder during various tests, the bidder shall rectify or replace the same at bidders cost to comply with the specifications immediately to ensure the committed uptime, failing which the Bank reserves its right to reject the items.

45.4. The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Orders issuing under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.

45.5. All the above LDs are independent of each other and are applicable separately and concurrently.

45.6. LD is not applicable for the reasons attributable to the Bank and Force Majeure.

46. Pricing & Payments:

46.1. The Price offered to the Bank must be in Indian Rupees, and inclusive of all Taxes and duties but exclusive of GST. The Vendor has to quote the applicable taxes separately in the Bill Of Material.

46.2. The item value along with GST should be claimed in the invoice, and GST will be paid in actual at our end.

46.3. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract including warranty period.

46.4. From the date of placing the order till the delivery of Systems, if any changes are brought in the duties such as excise/customs etc., by the Government, resulting in reduction of the cost of the systems, the benefit

arising out of such reduction shall be passed on to the Bank.

46.5. Applicable Taxes will be paid at actual.

47. Payment Terms:

47.1. Payment Schedule will be as under:-

Sr No	Payment Stage	% of Payment	Condition/Remarks
1	Charges towards link and other services availed	100%	Payment will be quarterly in arrears after deducting applicable penalties and liquidated damages.

47.2. Please note that Originals of Invoices (Plus One Copy) reflecting GST, GSTIN, State Code, State Name, Taxes & Duties Proof of Delivery duly signed by the Bank officials of the respective Branch/Office and Manufacturers /Suppliers Warranty Certificate should be submitted while claiming payment in respect of orders placed.

47.3. The vendor has to submit the installation reports duly signed by the Bank officials of the respective Branch/Office while claiming the payment. The invoice and installation report should contain the product serial number of the items supplied.

47.4. The payments will be released through NEFT/ RTGS and the selected Bidder to provide necessary Bank details like Account No. , Bank's Name with Branch IFS Code etc., the net payment will be made after deducting applicable Taxes, penalty and LD if any.

47.5. Bank will not pay any amount in advance.

47.6. The Bank shall finalize the installation and Acceptance format mutually agreed by the bidder. The Bidder shall strictly follow the mutually agreed format and submit the same for each location wise while claiming installation and acceptance payment.

48. Order Cancellation / Termination of Contract:

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

48.1.1. Delay in delivery beyond the specified period for delivery.

48.1.2. Serious discrepancies noted in the items delivered.

48.1.3. Breaches in the terms and conditions of the Order.

48.2. 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:

- 48.2.1. Non submission of acceptance of order within 7 (Seven) days of receipt of order.
- 48.2.2. Excessive delay in execution of order placed by the Bank.
- 48.2.3. The selected bidder commits a breach of any of the terms and conditions of the bid.
- 48.2.4. The bidder goes in to liquidation voluntarily or otherwise.
- 48.2.5. An attachment is levied or continues to be levied for a period of 7 (Seven) Days upon the effects of the bid.
- 48.2.6. The progress made by the selected bidder is found to be unsatisfactory.
- 48.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- 48.3. Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services during contract period.
- 48.4. In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 (Seven) days prior notice to the bidder.
- 48.5. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- 48.6. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract.
- 48.7. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

49. Local Support:

- 49.1. The Support should be available on 24X7X365 days.
- 49.2. The support should include advising & helping the Bank in implementing controls for the risk advised by regulators/Govt of india.
- 49.3. The Support should be for an unlimited number of incidents reported to

them and provides a practical solution to resolve the issue. The support should be provided over phone, email web based, in person, if required. All escalations will be attended/ responded promptly not later than 30 minutes of reporting.

49.4. The bidder is responsible for providing incident management for offered solution. Bidder is responsible for providing practical solution for resolution of the issues and implementation of the same to resolve the issue. If the issue required OEMs technical person's / product developer etc., intervention, the bidder has to take up suitability with the appropriate level at OEM and obtain the solution and implement it for the resolution of the issue. If the analysis of the issue requires LOGF Submission, Bidder will submit the same for further analysis in consultation with the Bank.

49.5. The bidder should be capable of meeting the service & support standards as specified in this tender.

49.6. The Bidder should help Bank in resolving any security observations as per the IS policy of the Bank.

49.7. Response Time and Meantime to Restore (MTTR)

49.7.1. Response Time shall be 15 minutes for both DDOS attack alert (Detection & Alert) and mitigation post confirmation from Bank. Response time less than or equal to 30 minutes for all other services as per RFP/Agreement/Contract and MTTR shall be 2 hours.

50. Software, Drivers and Manuals:

50.1. The bidder shall supply along with each item all the related documents, software licenses loaded in the hardware items without any additional cost. The document shall be in English. These will include but not restricted to User Manual, Operational Manual, Other Software and drivers etc.

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

51. Scope Involved during the Contract Period:

51.1. Support for maintenance of internet links with secure DDOS solution (Including Hardware, OS, Software Licenses) and other items supplied should be available for a minimum period of 5 years, covering all parts maintenance and support.

51.2. The Bank will pay charges for internet links with secure DDOS Solution and other items quarterly in arrears after satisfactory completion of service during the period and submission of reports and invoices.

51.3. The scope of contract period includes

51.3.1. Rectification of Bugs/defects if any.

51.3.2. Ensuring uptime of 99.99%.

51.3.3. Preventive Maintenance quarterly.

51.3.4. Maintenance of Hardware items including Software.

51.4. During the period of contract the bidder shall do the following:

51.4.1. If any Software/ Hardware updates provided by the OEM as free of cost, it should be provided and installed & configured by the selected bidder during the contract period.

51.4.2. Any corruption in the software or media shall be rectified during the full contract period at no extra cost to the Bank.

51.4.3. The system spare parts / services, as and when required and complete maintenance of the Internet Links with secure DDOS Protection Solution during the contract period shall be supported for a period to be specified by the Bank.

51.4.4. The support shall be given in person only.

51.4.5. Only licenses copies of software shall be supplied and ported in the Internet Links with secure DDOS Protection Solution. The bidder shall grant an irrevocable perpetual license to the bank to use the software. Further, all software supplied shall be of latest version.

51.4.6. The Bidder shall provide centralized complaint booking facility to the Bank and dash board, shall be provided to the Bank. The method of booking complaints shall be Email, Toll free No, online portal, web etc.,

52. Mean Time between Failures (MTBF):

If during the contract Period, any hardware and/or software items fails on three or more occasions in a quarter, such hardware items shall be replaced by equivalent / superior new hardware/software items by the bidder at no additional cost to the Bank immediately.

53. Sub Contracting:

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

54. Defect liability:

In case any of the supplies and equipment delivered under the Contract are found to be defective as to material and workmanship and / or not in accordance with the requirement, and/or do not achieve the guaranteed performance as specified herein, within contract period of the contract and the bidder shall forthwith replace/make good such defective supplies at no extra cost to the bank without prejudice to other remedies as may be available to the bank as per RFP terms.

E. GENERAL CONDITIONS

55. Intellectual Property Rights:

- 55.1.** 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.
- 55.2.** In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution.
- 55.3.** 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.
- 55.4.** 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.

56. Roles & Responsibility during Project Implementation:

- 56.1.** 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.
- 56.2.** 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 theirs sub-bidders.
- 56.3.** 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.
- 56.4.** The selected Bidder has to execute an Undertaking of Authenticity for Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and Support for Internet Links with Secure DDOS Protection Solution as per (**Annexure-11**).

57. Indemnity:

- 57.1.** 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:
 - 57.1.1.** The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;
 - 57.1.2.** Any contravention or Non compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;
- 57.2.** The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of solution supplied by them.
 - 57.2.1.** All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
 - 57.2.2.** 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.
 - 57.2.3.** All Employees engaged by the Bidder shall be in sole employment of the

bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall 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.

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

58. Inspection of Records:

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

59. Assignment:

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

59.2. If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Vendor under this RFP.

60. Publicity:

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

61. Insurance:

The Hardware to be supplied will be insured by the bidder against all risks of loss or damages from the date of shipment till such time, the same is delivered and installed at site and accepted by the Bank/Office. The Bidder has to obtain transit insurance cover for the items to be delivered from their factory/godown to the location and such insurance cover should be available till installation of all hardware and software items related to internet links with secure DDOS Protection Solution (Including Hardware, OS & Software Licenses). 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 hardware and software items related to internet links with secure DDOS Protection Solution (Including Hardware, OS& Software Licenses)..

62. Guarantees:

The bidder should guarantee that the hardware items delivered to the Bank are brand new, including all components. In the case of software, the bidder should guarantee that the software supplied to the Bank includes all patches, 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.

63. Confidentiality and Non-Disclosure:

63.1. The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend; indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking as given in **ANNEXURE-8**.

63.2. 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.

64. Amendments to Purchase Order :

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

65. Amendments to the Agreement:

Once contract agreement and AMC agreement [If AMC contracted] are 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.

66. General Order Terms:

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

67. Negligence:

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

68. Responsibility for Completeness:

- 68.1.** 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.
- 68.2.** 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.
- 68.3.** Any supplies and services which might not have been specifically mentioned in this tender but are necessary for installation, testing, commissioning, performance or completeness of the order, shall be provided / made available as per the time schedule for smooth and efficient operation and maintenance of the system under Indian condition.
- 68.4.** 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.

69. Responsibilities of the Bidder:

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

- 69.1.** 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.
- 69.2.** The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
- 69.3.** No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- 69.4.** 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.
- 69.5.** 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.

70. Force Majeure:

- 70.1.** 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.
- 70.2.** 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.
- 70.3.** 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.
- 70.4.** 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. Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.

71. Corrupt and Fraudulent Practices:

- 71.1.** 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:

- 71.2. "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
- 71.3. "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.
- 71.4. 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.
- 71.5. 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.
- 71.6. The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.
- 71.7. Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, Bid comparison or contract award may result in not 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.
- 71.8. The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and Support for Internet Links with Secure DDOS Protection Solution.

72. Resolution of Disputes:

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

73. Modification/Cancellation of RFP:

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

74. Responsibilities of Selected Bidder:

74.1. 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 contract period.

74.2. The Bank will call for Audited Balance Sheet of the selected Bidder at any point of time during contract period and the selected Bidder shall provide the same.

74.3. The selected bidder shall submit updated Escalation Matrix for the product/services on a **Half-Yearly basis** as at the end of 31st March and 30th September during contract period

75. Human Resource Requirement:

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

75.1. The Bidder shall provide a contingent of well trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc. as part of the solution/service.

75.2. The Bidder shall confirm that every person deployed by them on the project has been vetted through a third-party background checks prior to their engagement. The Bidder shall manage the activities of its personnel or others engaged in that project, etc. and shall be accountable for all the personnel deployed/engaged in the project.

75.3. In case the performance of the Bidder / their CSP/ agent/ employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, The Bidder shall have to replace the said person within the time limits stipulated by the Bank. Where the Bidder fails to comply with the Banks request, the Bank may replace the said person or their agents/employees on its own.

75.4. No right to employment in the Bank shall accrue or arise to the employees or agents of the Bidder, by virtue of engagement of employees, agents etc. of the Bidder for any assignment under this project. It is further clarified that the arrangement herein with the Bidder is a contract for service.

- 75.5. The Bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for all critical activities.
- 75.6. The Bidder shall extend all the outsourced Banking and Financial services by deploying such personal that have high integrity and meet the qualifications and other criteria stipulated by the Reserve Bank of India, Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948.

76. Legal Disputes & Jurisdiction of the Court:

- 76.1. All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts in Bangalore and the parties agree to submit themselves to the jurisdiction of such court this RFP/contract agreement shall be governed by the laws of India.
- 76.2. 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 without limitation a right for recovery of any amounts and related costs and a right for damages.

GENERAL MANAGER

ANNEXURE-1

Checklist

Vendors to verify the checkpoints and ensure accuracy of the same before submission of the bid:

ANNEXURES (To be submitted with Part A- conformity to eligibility criteria)		
1	Checklist	
2	Bid Covering Letter	
3	Eligibility Criteria Declaration	
4	Applicant's Profile	
5	Service Support Details	
6	Authorization Letter Format	
7	Track Record of Past implementation of Projects towards Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and Support for Internet Links with Secure DDOS Protection Solution	
8	Non-Disclosure Agreement	
ANNEXURES (To be submitted with Part B-Technical Proposal)		
9	Technical Bid Covering Letter	
10	Technical Specifications of Internet Links with Secure DDOS Protection Solution	
11	Undertaking of Authenticity for Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and Support for Internet Links with Secure DDOS Protection Solution	
12	Compliance Statement	
13	Undertaking Letter Format	
14	Escalation Matrix	
15	Undertaking for Technical Consultancy and Support	
16	Undertaking for Service Assurance of Telecom/Network Equipment	
ANNEXURES (To be submitted with Part-C -Commercial Bid)		
17	Covering Letter for Commercial Bid	
18	Bill of Material(Indicative)	

Vendors to verify the checkpoint and ensure accuracy of the same before submission of the bid

Date:

Signature with Seal:

Name:

Designation:

No	Annexure-1: Other Clauses	Vendor Response[Yes/No]
1	Whether Cost of the Tender document (Demand Draft payable at Ballari) is submitted along with the Part A-Conformity to Eligibility Criteria?	
2	Whether EMD / Bank guarantee Submitted in the Part A- Conformity to Eligibility Criteria?	
3	Whether the Bid is authenticated by authorized person? Copy of Power of Attorney or Authorization letter from the company authorizing the person to sign the bid document to be submitted in Part A-Conformity to Eligibility Criteria	
4	Whether all pages are authenticated with signature and seal (Full signature to be affixed and not initials).Erasures / Overwriting / Cutting / Corrections authenticated Certification / Undertaking is authenticated?	
5	Whether Call log in Procedure, Preventive and Break down / Corrective Maintenance is provided?	
6	Whether address of Office on which order has to be placed is indicated in ANNEXURE-4	
7	Whether ensured that, the Hardware/Software Items quoted for Internet Links with Secure DDOS Protection Solution are not End Of Life in one year from the date of Submission of Bid	
8	Whether ensured that, the Hardware Items quoted are not End Of Support for a minimum period of 6 (six) years from the date of submission of Bids	
9	Whether ensured that, the separately sealed envelopes containing Part A- Conformity to Eligibility Criteria, Part B-Technical Proposal and Commercial Bid for Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and Support for Internet Links with Secure DDOS Protection Solution in Our Bank are placed and sealed in another big envelope super scribed as per RFP instructions. The Name of the Bidder and Due date of the RFP is specified on the top of the envelope.	
10	Whether ensured Indexing of all Documents submitted with page numbers?	
11	Whether replica of Price Bid (Masked price bid) as per Bill of Material is submitted in Technical-Part-B.	

Vendors to verify the checkpoint and ensure accuracy of the same before submission of the bid

Date:

Signature with Seal:

Name:

Designation:

ANNEXURE -2

Bid Covering Letter Format

Reference No:

Date:

The 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 -560 078

Dear Sir,

SUB: RFP for “Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and Support for Internet Links with Secure DDOS Protection Solution”

Ref: Your RFP: KaGB/PMO/RFP/02/2019-20 Dated: 23/09/2019

Having examined the tender document including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and Support for Internet Links with Secure DDOS Protection Solution in conformity with the said tender in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

If our offer is accepted, we undertake to provide Technical Consultancy/ Service Support / Guidance for the devices supplied as per the above referred RFP, during warranty support period and AMC. Complete delivery, installation, Integration, Commissioning and maintenance of solution as per timelines mentioned in the RFP for each ordered location.

If our offer is accepted, we undertake to provide Service support for the devices supplied as per the above referred RFP, during three years warranty as well as two years AMC, if contracted. We enclose a Demand Draft /Bank Guarantee in lieu of EMD for Rs. 10,00,000/- in favour of Karnataka Gramin Bank as EMD.

We agree to abide by this offer till 6 calendar months from the date of opening of Reverse Auction and for such further period as mutually agreed between the bank and successful bidder, and agreed to in writing by the bidder. We also agree to keep the Earnest Money Deposit/Bank Guarantee in lieu of EMD during the entire validity period of the tender. However if we withdraw our offer within the said validity period, you shall have the right to forfeit the EMD/invoke the Bank Guarantee in lieu of EMD, without reference to us. We agree to abide by and fulfill all the terms and conditions of the tender and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are

stipulated in the conditions contained in tender together with the return acceptance of the contract for reverse auction services.

We accept all the Instructions, Technical Specifications, Terms and Conditions and Scope of Work of the subject RFP.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive without assigning any reason whatsoever.

Dated this _____ day of _____ 2019

Signature of the Authorised Representative

Name of the company with seal

ANNEXURE-3

Eligibility Criteria Declaration

Reference No:

Date:

The 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 -560 078

Dear Sir,

SUB: RFP for “Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and Support for Internet Links with Secure DDOS Protection Solution”

Ref: Your RFP: KaGB/PMO/RFP/02/2019-20 Dated: 23/09/2019

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Eligibility Criteria.

Sl No	Details	Supporting Documents
01	The Bidder/ISP should be a registered Company in India as per Indian Companies Act, 1956 or Indian companies Act 2013.	Certificate of Incorporation / Certificate of Commencement
02	The Bidder/ISP must be Tier-1/Tier 2 provider and Category-A (Class-A) ISP licenses holder from DoT, Government of India	Bidder/ISP has to provide Self Certified Letter for Tier-1 /Tier 2 Provider. Bidder/ISP has to submit the necessary documents from DoT, Government of India for category-A ISP licenses holder.
03	The Bidder/ISP should be a Telecom Service Provider and should have a valid license from DoT, Indian Government to provide National Long Distance Services in India. The validity of the license should be for the duration of the contract period.	Bidder/ISP has to submit the necessary documents from DoT, Government of India
04	The Bidder/ISP should have its own International Internet Gateway	Bidder/ISP has to submit the necessary documents from DoT, Government of India
05	The Bidder/ISP should be a member of National Internet Exchange of India (NIXI) and shall be peering (IPV4 & IPV6) with NIXI (at least two	Bidder/ISP has to submit the necessary documents from NIXI for providing membership to the Bidder

	locations)	
06	Bidder/ISP should have a experience of minimum 5 years in providing internet link in India. The ISP should have its own full-fledged office and Technical Support centre / NOC in India with a centralized call logging facility.	Bidder/ISP has to provide a Purchase Order copies/references from their customer in this connection. The Bidder has to provide the necessary declarations for Technical Support centre / NOC in India
07	The Bidder/ISP should have successfully commissioned and maintained a minimum of one Internet link of at least 50 Mbps with DDOS/ Scrubbing facilities for at least last two years to at least one Scheduled commercial Bank/PSU's/Central/State Govt Organization with in India.	Bidder/ISP has to provide the Purchase Order copies/references from their customer in this connection.
08	Bidder/ISP must have Disaster Recovery (DR) arrangement & Support infrastructure. Document on DR arrangements/ An undertaking to submit DR document within two months of date of purchase order.	An undertaking to submit DR document within two months of date of Purchase Order.
09	The Bidder/ISP should have an turnover of Rs.100 Crores per year during last 3 financial years i.e., 2016-17,2017-18 and 2018-19.	Audited Balance sheet for the Three Years i.e. (2016-17,2017-18 and 2018-19).
10	The Bidder/ISP should have a positive net worth as on 31.03.2019.	The Bidder/ISP must produce a certificate from the company's Chartered Accountant to this effect.

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

Date:

Signature with Seal:

Name:

Designation:

ANNEXURE-4

Applicant's Profile

SUB:RFP for “Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and Support for Internet Links with Secure DDOS Protection Solution”

Ref: Your RFP: KaGB/PMO/RFP/02/2019-20 Dated: 23/09/2019

Sl. No	Particulars	Details
1.	Name of the Suppliers/Firm / Company	
2.	Constitution	
3.	Date of Establishment/Incorporation	
4.	Address (Order to be placed on which Office) Registered Office Corporate Office	
5.	Telephone No FAX No E-mail Address Website	
6.	Sales Turnover from for last Three years. 1. 2016-2017 2. 2017-2018 3.2018-2019	
7.	Domestic Customer Base (Number of Clients Similar solution were supplied and installed in India)	
8.	Service Net Work (Number of Service Centers in Karnataka) Our PAN number for Income Tax is Our GST number is	
9	<u>Bank Details:</u> Name and type of Bank Account Name of the Bank and Branch address Account Number RTGS / NEFT/IFS Code	

Date:

Signature with Seal:

Name:

Designation:

ANNEXURE - 5

Service Support Details

SUB:RFP for “Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and Support for Internet Links with Secure DDOS Protection Solution”

Ref: Your RFP: KaGB/PMO/RFP/02/2019-20 Dated: 23/09/2019

Sl. No	Place	Postal Address	Contact Details (including Name of In charge and his contact no. email etc.,)	Service Facilities Available (Describe)	No. of Engineers	Jurisdiction
1						
2						
3						
4						
5						
6						
7						
...						
...						
...						

Date:

Signature with Seal:

Name:

Designation:

ANNEXURE - 6

Authorization Letter Format

(To be presented by the authorized person at the time of Eligibility/Technical / Commercial Bid Opening on the letter head of Bidder and should be signed by an Authorised Signatory with Name and Seal of the Company)

Reference No:

Date:

The 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 -560 078

Dear Sir,

SUB:RFP for "Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and Support for Internet Links with Secure DDOS Protection Solution"

Ref: Your RFP: KaGB/PMO/RFP/02/2019-20 Dated: 23/09/2019

This has reference to your above RFP for Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and Support for Internet Links with Secure DDOS Protection Solution.

Mr. /Miss /Mrs. _____ is hereby authorized to attend the bid opening of the above RFP on _____, on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Signature of Attesting Authority

Name of Authorizing Authority

NOTE: This Authorization letter is to be carried in person and shall not be placed inside any of the bid covers

ANNEXURE-7

Track Record of Past Implementation of Projects towards Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and Support for Internet Links with Secure DDOS Protection Solution

SUB:RFP for “Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and Support for Internet Links with Secure DDOS Protection Solution”

Ref: Your RFP: KaGB/PMO/RFP/02/2019-20 Dated: 23/09/2019

Name of the Bidder: _____

Sl. No.	Name of the Client/s where Solution was delivered	Contact Person's Name	Telephone No.	Address
1.				
2.				
3.				
4.				
...				
....				

(Enclose necessary documentary proof)

Date:

Signature with Seal:

Name:

Designation:

ANNEXURE -8

Non-Disclosure Agreement

(To be given on the Company's Letter Head)

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the Bidder, are agreeable to provide IT Infrastructure services to Karnataka Gramin Bank, having its Head office at 32, Sangankal Road, Gandhinagar, Ballari hereinafter referred to as the BANK and Kerala Gramin Bank having its Head Office at Malappuram, Kerala hereinafter referred to as the BANKS and,

WHEREAS, the Bidder understands that the information regarding the Bank's IT Infrastructure shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the Bidder understands that in the course of submission of the offer for "Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and Support for Internet Links with Secure DDOS Protection Solution" and/or in the aftermath thereof, it may be necessary that the Bidder may perform certain jobs/duties on the Banks properties and/or have access to certain plans, documents, approvals or information of the BANK; NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, in order to induce the BANK to grant the Bidder specific access to the BANK's property/information. The Bidder will not publish or disclose to others, nor, use in any services that the Bidder performs for others, any confidential or proprietary information belonging to the BANK, unless the Bidder has first obtained the BANK's written authorization to do so.

The Bidder agrees that notes, specifications, designs, memoranda and other data shared by the BANK or, prepared or produced by the Bidder for the purpose of submitting the offer to the BANK for the said solution, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK.

The Bidder shall not, without the Bank's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the Bidder for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Date:

Signature with Seal:

Name:

Designation:

ANNEXURE-9

Technical Bid Covering letter Format

Reference No:

Date:

The 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 -560 078

Dear Sir,

SUB:RFP for "Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and Support for Internet Links with Secure DDOS Protection Solution"

Ref: Your RFP: KaGB/PMO/RFP/02/2019-20 Dated: 23/09/2019

We have carefully gone through the contents of the above referred RFP and furnishing the following information relating to Technical Bid/Specification.

SI No	Particulars	Details to be furnished by the Bidder
1	Technical specification as per ANNEXURE-10	
2	Name of the Bidder	
3	E-mail address of contact persons	
4	Details of: Description of business and business background Service profile & Client profile	
5	Approach and methodology for the proposed scope of work along with illustrative deliverables.	
6	Details of inputs/requirements required by the bidder to execute this assignment	
7	Conformity to the obtaining of various certificates/bench mark testing standards for the items quoted to meet the intent of the RFP	
8	Conformity regarding back to back arrangements with third party hardware software for providing continuous and un- interrupted support to meet SLA obligations as per RFP Terms.	

Declaration:

- We confirm that we will abide by all the terms and conditions contained in the RFP.

- We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.
- All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
- We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Date:

Signature with Seal:

Name:

Designation:

ANNEXURE -10

Technical Specifications of Solution

Note:

1. The Bidder shall specifically mention the make and model of the items offered for all the requirements in terms of RFP without fail, failing which the Bid is liable for rejection.
2. If the Bidder feels that certain features offered are superior to what has been specified by the Bank, it shall be highlighted separately. Information regarding any modification required in the proposed configuration to meet the intent of the specifications and state-of-the-art technology shall be provided. However, the Bank reserves the right to adopt the modifications / superior features suggested/offered.
3. The Bidder shall provide all other required equipment's and services, whether or not explicitly mentioned in this RFP, to ensure the intent of specification, completeness, operability, maintainability and upgradability.
4. The selected bidder shall own the responsibility to demonstrate that the products offered are as per the specification/performance stipulated in this RFP and as committed by the bidder either at site or in bidder's work site without any extra cost to the Bank.

Technical Requirements for Internet Links with Secure DDoS Protection Solution

Subject: RFP for Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and support for Internet Links with Secure DDOS Protection Solution.

Your RFP: KaGB/PMO/RFP/02/2019-20 Dated: 23/09/2019

Internet Links with Secure DDOS Protection Solution:

Sr.No	Detailed Requirement	Bidders Compliance Yes/No
A.	Specification of Internet Link	
1	The bidder must provide dedicated 50 Mbps and 25 Mbps full duplex Internet Bandwidth with dual last mile connectivity each at bank Bangalore and Mumbai office- 1:1, uncompressed, unfiltered and unshared, link should support Voice, data, video.	
2	The Link must have dual last mile from different POPs (one from own and another from different service provided) however the bidder will be responsible to maintain and monitor the end-to-end connectivity on 24x7 basis so as to meet the committed SLA.	
3	The Bidder must provide static /24 IPv4 for 50 Mbps of Link at Bangalore and /24 for 25 Mbps link Public IP at Mumbai office and /48 IPv6 Global IPs routable on internet.	

4	The bidder should ensure routing/ advertisement of all /24 IPv4 and /48 IPv6 either from Banks Bangalore or Mumbai office as and when required by Bank.	
5	The proposed ISP should have multiple international cable systems for redundancy, Best route selection should be done dynamically and Bank traffic should be routed through the most appropriate path automatically.	
6	The bidder must provide solution for “resolving” or “caching” DNS servers that Bank may use for domain name look-ups.	
7	Latency must not be more than 10 milliseconds from Bank (CE) router to Internet gateway provided to Bank by the service provider.	
8	Jitter - 10 milliseconds maximum. Average Round Trip Delay (Latency) to USA <=300 , Average Round Trip Delay(Latency) to Singapore <=80 sec.	
9	The bidder must ensure Guaranteed Packet delivery > 99%.	
10	Internet link must be delivered up to Bank router on Ethernet Multimode Fiber optic link.	
11	The ISP should be in position to Block Distributed denial of service Attack (DDoS) attack at their end.	
12	ISP must block list/Range of Public IPv4 and IPv6 as and when required by Bank as security measures.	
13	The ISP should have dual stack (IPv4 and IPv6) ready network.	
14	Bank desires to own public IPs of /24 subnet for which Bidder should facilitate for procurement of the same from APNIC/IRINN. In this case on demand from the Bank, the successful bidder unconditionally shall have to configure/Route these IP addresses and on successful commissioning of Bank owned IP addresses, Bidder/ISP shall withdraw their own addresses.	
15	Circuit should be in Ring architecture with different exchange connected to take care of last mile failures.	
16	The bidder must have the capacity to increase and decrease the bandwidth on demand and such changes in bandwidth must be provisioned within 7 days on own Last mile and other party Last mile. In case the network equipments supplied at the bank end does not support such increase then the same must be provisioned within 4 weeks for own Last mile and 6 weeks time on other party Last mile.	
17	The bidder must ensure ISP should support both static and Dynamic routing protocol such as BGPv4 between Bank and Provider end router. At later stage if the Bank requires multi-homed network, then ISP should configure dynamic routing to support routing of the Bank’s network number(s).	
18	The ISP should support advertising of bank owned public IP (IPv4 and IPv6) to Internet/Upstream service provider.	
19	The ISP should ensure routing of Bank Bangalore office Public IPs to Bank Mumbai link and Bank Mumbai office Public IP to Bank Bangalore link for both IPv4 and IPv6 as and when required by	

	Bank. (Any IPv4/ IPv6 address range will be advertised from any one location i.e. Bangalore/ Mumbai at one time.)	
20	The Bandwidth to be provided by the bidder should meet the network security requirement as defined by Bank from time to time e.g. would be able to support IPSec, 3 DES, AES256 encryption etc.	
21	The following Network parameters need to be ensured: <ul style="list-style-type: none"> a. Availability: 99.99% or above on monthly basis b. Throughput: 100% of bandwidth c. Dedicated with 1:1 compression ratio d. Packet loss: less than 0.05% e. Minimum Time to Restore (MTTR): Maximum 2 hrs 	
22	Confirmation of availability of on-line fault detection mechanism of circuits/CPE at the service provider's NOC should be given along with proposal/solution by the service provider.	
23	Service Provider should have a centralized trouble ticketing tool for call logging, Proactive Monitoring and troubleshooting purpose. Service Provider shall provide Toll free number for docket booking, NOC contact and the escalation matrix acceptable to the Bank.	
24	Voice/Video port/Protocol for Video conferencing/Multimedia applications should be enabled as per the needs of the Bank.	
25	The bidder should own responsibility for liaising with government agencies or other Departments to provide any licenses, approvals etc. that may be required.	
26	The multiplexers/Modems/Patch Cords/Fiber Converter etc. and any other equipment (if necessary) for commissioning of internet bandwidth link will have to be supplied, installed and maintained (all throughout the service period) by the bidder at sites. However, the infrastructure such as router, space, air conditioning and UPS Power will be provided by the Bank within Banks premises.	
27	The bidder should not terminate the connections of other customers on the devices installed at our premises and should furnish an undertaking to this effect.	
28	Provision of the link is subject to satisfactory Acceptance test. The bidder shall arrange for the UAT and required tools as per the Banks requirements. After commissioning the links, an acceptance test will be conducted. The link commissioning is deemed to be complete only if the acceptance test results are found satisfactory. Acceptance tests will be conducted by the Bank at its premises at Bangalore and Mumbai.	
29	Bidder should provide proactive 24x7 supports and should have facilities for 24x7 Centralized call center and NOC. Also, the bidder should have adequate resources to provide immediate support in case of link break downs or any such issues/problems.	
30	Wireless for the last mile will not be accepted	
31	The day-to-day co-ordination and Project Management will be	

	done by Bank or on behalf of Bank will be done by the System Integrators (SI) appointed by the Bank. Bidder should co-ordinate and co-operate with the Bank's SI.	
32	The link will be used for load balancing/sharing with the primary/secondary links.	
B. Managed Network Service Conversion of IPv6 protocol to IPv4		
1	The bidder must provide managed IPv6 internet services at Bangalore and Mumbai office for the proposed internet link in High availability.	
2	The bidder/ISP should translate/ convert IPv6 to IPv4 (Public/Private IP) in their Data Centre or should provision a device at bank premises and after converting forward the traffic to Bank. The device should have at least 50 Mbps throughput for Bengaluru Location and 25 Mbps for Mumbai location which should be scalable on demand.	
3	The bidder/ISP should ensure network security for Bank's IPv4 & IPv6 traffic by deploying suitable network security devices at their infrastructure (eg. Firewall, IPS etc) and should enable standard policies for IPv4 & IPv6 protocol (Prevention of DDos attacks, Prevention of network reconnaissance and attacks, Prevention of IPv6/IPv4 address spoofing etc.) for both Bangalore and Mumbai location.	
4	The bidder must maintain syslog and ship the logs for both Bangalore and Mumbai location to Bank on Monthly Basis.	
5	The bidder must provide daily utilization report and flow report separately for IPv6 Traffic	
6	The bidder must manage and maintain all the conversion/Translation data in their syslog server for a period of at least three months	
7	The bidder must provide syslog data which should contain the date, time, source, destination, IPv6 IP, IPv4 IP address of each event	
8	The bidder should share all the syslog Data to Bank SFTP server/Physical media at Bangalore and Mumbai office on monthly/daily basis as per Bank requirement.	
C. ANTI-DDOS SOLUTION		
	Specification for Cloud Based Volumetric DDOS Protection(Scrubbing) Solution:	
1	The bidder must provide DDOS attack detection and protection (scrubbing) facility to the bank for all links/IPs and Bank's network number(s).	
2	The proposed solution must have the mitigation capacity of at least 5 GBPS and should be scalable/burstable to handle any volume of DDOS attack traffic and should do on demand mitigation as and when required by Bank. Vendor shall have ability for infra to handle mentioned size of attacks to ensure that DDOS infra itself does not go down and become unavailable to Bank for mitigation.	
3	The bidder should ensure that the ISP should be capable of	

	mitigating the traffic and contact the bank in an unlikely event bandwidth as purchased by bank instead of black holding.	
4	The proposed cloud mitigation services provider must mitigate the attack at the origin from the nearest scrubbing centre. The ISP (bidder) should have their own scrubbing centre in India. Bank's own public IPs or public IPs allocated for Bank's use (by bidder) must not be advertised outside India to divert the legitimate traffic beyond the borders of the country.	
5	The proposed cloud mitigation service provider must have mitigation centers distributed across the world.	
6	The proposed cloud mitigation service provider must be able to mitigate as close to source of the attacks as possible to ensure minimal additional latency due to re-routing.	
7	The proposed cloud mitigation service provider must be able to mitigate attacks originating within its network, transiting its network and originating outside its network.	
8	The proposed cloud mitigation should have the ability to load balance traffic across mitigation centers.	
9	The proposed cloud mitigation must have ability to block traffic based on protocol analysis, signature based analysis, known bad actors, specific botnet signatures, intelligence feed and should be up to date on very latest threats.	
10	Statistical anomaly based attack detection - Vendor's solution should use past traffic pattern to differentiate between legitimate and malicious traffic. Legitimate users should not get affected during attack mitigation.	
11	Vendor's solution should automatically learn and adapt to changes in Bank traffic profile. The solution must identify attacks based on recent Bank traffic profile and not based on static Bank profile.	
12	Vendor's solution must have ability to block IP's from any geographical locations.	
13	The proposed solution must have the capability to generate ALERT and log DDOS attack that has been detected for future reference. Bidder must also notify Bank in a timely manner when DDOS attack against Bank network has been detected in their system.	
14	Bidder should ensure that the proposed solution is fully redundant, diversified and there should not be single point of failure. In case of any failure, the infrastructure shall failover to alternative path to resume automatically.	
15	Solution must identify the root cause of the attack & take preventive action to avoid facing similar type of attacks again.	
16	The system must have an updated IP reputation feed that describes suspicious traffic Blacklisted IPs, botnets , Phishing etc.	
17	The system must have options for blacklist and whitelist of IPv4 and IPv6 as required by Bank.	
18	System also should detect/block the IP address from specific segment like from TOR network, Geography location.	
19	Mitigation of DDoS attacks should be seamless to the general end-user utilizing internet to/from the bank Network.	

20	The solution must be able to protect all internet protocols used including http, http/s, dns, smtp, ftp,ipsec etc.	
21	<p>Solution should provide protection against different types of attack including following:</p> <ul style="list-style-type: none"> • TCP SYN Flood • Spoofed TCP-SYN flood • SYN/ACK Reflection Flood • TCP ACK flood • Smurf Attack • Ping flood • Ping of death • ICMP Echo request flood • Teardrop attack • Low rate denial of service attack • Mydoom • UDP Flood • Nuke • HTTP/HTTPS flood attack • DNS amplification attack • IP fragmented attack etc. <p>System must be able to detect and block ICMP, DNS Floods, Botnets and any other type of DDoS attacks or similar attacks. (The list is only indicative not exhaustive)</p>	
22	Real time attack/ threat detection of emerging internet based cyber-attacks and mitigation of the same by taking corrective action in co-ordination with Bank.	
23	Countermeasures and filters for detection and protection should be of Industry Standards which should contain up to date filters relating to new Attack patterns and should be Fine-tuned on on-going basis. Mitigation's countermeasures and filter of traffic should also be fine-tunes as per Bank's requirement.	
24	Regular testing of service and base lining must be undertaken in conjunction with the bank at least half yearly to validate the operation of DDoS mitigation services.	
25	Enforce baseline protection by building ongoing, always learning models of network behavior. The DDoS mitigation solution has learning mode to easily identify anomalies in the network.	
D.	REPORTING	
1	NMS-MIS reports on bandwidth and link utilization, response time of link, Report for blacklisted/whitelisted IP, uptime, downtime reports and configuration updates if any, number of connectivity, addition and deletion of the internet links should also be submitted on monthly basis or whenever required by the Bank without any errors.	
2	The bidder should provide online portal to view real time Bandwidth utilization/performance of internet link. It should provide report generation such as real time basis/Hourly, Daily,	

	weekly and monthly basis. Besides, the reports should also be made available on demand.	
3	In-depth reporting and online portal including usage, attacks, protection, Report for blacklisted/whitelisted IP, Historical reports for all events must be available to bank. Bidder shall provide customer with a web portal id and password to access the portal.	
4	Post incident, reports must be delivered after every mitigation event and include specific details about the event, date, time, traffic passed and dropped, Type off attack, Observation, Analysis, Recommendations etc.	
5	During mitigation events, ongoing status messages can be provided anytime on demand basis.	
6	A dedicated portal should be available to view DDOS alerts and extract reports.	
7	ON demand reporting during a mitigation event, for the list of source IP addresses that are dynamically being black listed in the mitigation.	
8	Reporting-Scheduled reports are mailed to Bank. Bank should be able to view real-time anomaly reporting, network traffic details and historical archival of attack instances on the online-reporting portal.	
9	Real-time traffic flow reports on the Bank network <ul style="list-style-type: none"> a. Sub-network's traffic relationships. b. Top talkers. c. Application layer top traffic trends. d. Transport layer top traffic trends. e. Port level top traffic trends. f. Packet size report of top traffic trends g. Traffic Anomaly reports specific to Bank network h. Historical network traffic reports should be available on the portal 	

Date:

Signature with Seal:

Name:

Designation:

ANNEXURE 11

Sub: Undertaking of Authenticity for Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and Support for Internet Links with Secure DDOS Protection Solution.

Ref: Your RFP: KaGB/PMO/RFP/02/2019-20 Dated: 23/09/2019

We hereby undertake that all the components/parts/assembly/software used in **Internet Links with secure DDOS Protection Solution** under the above like Hard disk, Monitor, Memory etc., shall be original new components /parts/assembly/software only from respective OEMs of the products and that no refurbished/duplicate/second hand components/parts/assembly/software are being used or shall be used.

We also undertake that all the components /parts/assembly/software if asked for by you in the purchase order the same shall be supplied along with the authorized licenses certificate (e.g. Product Keys on Certification of Authenticity in case of Microsoft Windows Operating System/Software) and also that it shall be sourced from the authorized source (e.g. Authorized Microsoft Channel in case of Microsoft Operating System).

We confirm that the OS and software is free from bugs, malware, covert channels in code etc.,

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with the above at the time of delivery or during installation, for the IT Hardware/Software already billed, we agree to take back Internet links with secure DDOS Protection solution without demur, if already supplied and return the money if any paid to us by you in this regard.

Date:

Signature with Seal:

Name:

Designation:

ANNEXURE-12
COMPLIANCE STATEMENT

SUB: RFP for “Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and Support for Internet Links with Secure DDOS Protection Solution”

Ref: Your RFP: KaGB/PMO/RFP/02/2019-20 Dated: 23/09/2019

DECLARATION

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

Compliance	Compliance (Yes / No)	Remarks / Deviations
Terms and Conditions		
Technical Specifications and requirements for internet links with secure DDOS Protection Solution as per Annexure-10		
Scope of Work		

(If left blank it will be construed that there is no deviation from the specifications given above)

Date:

Signature with Seal:

Name:

Designation:

ANNEXURE-13

Undertaking Letter Format

SUB:RFP for “Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and Support for Internet Links with Secure DDOS Protection Solution”

Ref: Your RFP: KaGB/PMO/RFP/02/2019-20 Dated: 23/09/2019

1. We understand that Bank shall be placing Order to the Selected Bidder exclusive of taxes only.
2. We also confirm that we have quoted the solution with GST only.
3. We also confirm that in case of invocation of any Bank Guarantees submitted to the Bank, we will pay applicable GST on Bank Guarantee amount.
4. We are agreeable to the payment schedule as per “Payment Terms” of the RFP.
5. We here by confirm to undertake the ownership of the subject RFP.
6. We also confirm that we have quoted for post warranty AMC rates (as per terms and conditions of the tender), giving the rates/price in our Commercial Offer.
7. We hereby undertake to provide necessary hardware with latest product and software with latest version and any third party licenses with latest version is required for the implementation of the solution. The charges for the above have been factored in our Bill Of Material (BOM), otherwise the bid id liable for rejection. We also confirmed that we have not changed the format of BOM.

Date:

Signature with Seal:

Name:

Designation:

ANNEXURE-14

ESCALATION MATRIX

SUB:RFP for “Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and Support for Internet Links with Secure DDOS Protection Solution”

Ref: Your RFP: KaGB/PMO/RFP/02/2019-20 Dated: 23/09/2019

Name of the Company:

Delivery Related Issues:

Sl No	Name	Designation	Full Office Address	Phone No.	Mobile No.	Fax	Email Address
1		First Level Contact					
2		Second Level Contact (If response not received In 24 Hours)					
3		Regional / Zonal Head (if response not received in 48 Hours)					
4		Country Head if response not received in One Week					

Service Related Issues:

Sl No	Name	Designation	Full Office Address	Phone No.	Mobile No.	Fax	Email Address
1		First Level Contact					
2		Second Level Contact (If response not received In 24 Hours)					
3		Regional / Zonal Head (if response not received in 48 Hours)					
4		Country Head if response not received in One Week					

Any change in designation, substitution will be informed by us immediately.

Date:

Signature with Seal:

Name:

Designation:

ANNEXURE-15

Undertaking for Technical Consultancy and Support

SUB:RFP for “Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and Support for Internet Links with Secure DDOS Protection Solution”

Ref: Your RFP: KaGB/PMO/RFP/02/2019-20 Dated: 23/09/2019

The 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 -560 078

With reference to the above RFP we hereby undertake that all the consultancy services for the successful implementation the project, successful operation of the links, auto fall back, load balancing with the links and its expansion in future by the Bank, will be extended to the Bank at no additional cost to the Bank.

We also take full of services and SLA as per the RFP & contract even after the implementation of the load balancing solution offered as above.

Date:

Signature with Seal:

Name:

Designation:

ANNEXURE-16

Undertaking of Service Assurance of Telecom/Network Equipment

[Note: This Covering letter should be on the letter head of Bidder and should be signed by an Authorised Signatory with Name and Seal of the Company]

Ref No:

Date:

The 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 -560 078

Dear Sir,

SUB:RFP for "Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and Support for Internet Links with Secure DDOS Protection Solution"

Ref: Your RFP: KaGB/PMO/RFP/02/2019-20 Dated: 23/09/2019

With reference to the above RFP we hereby undertake that all the telecom equipment proposed to be supplied and commissioned for the implementation of the project and successful operation of the links throughout the period of the contract, if contracted, will be supplied at no additional cost to the Bank.

We confirm that all the above proposed equipment are compliant with the industry standards as laid down by the respective statutory authorities. We also assure that all the proposed equipment will deliver satisfactory functionality as specified in this RFP. We will ensure the working condition of all the proposed equipment throughout the period of the contract, if contracted, will be supplied at no additional cost to the Bank.

We also take full responsibility of services and SLA as per the RFP & Contract, if contracted, with the above proposed equipment in place.

Date:

Signature with Seal:

Name:

Designation:

ANNEXURE-17

Covering Letter format for Commercial Bid (Indicative)

[Note: This Covering letter should be on the letter head of Bidder and should be signed by an Authorised Signatory with Name and Seal of the Company]

Ref No:

Date:

The 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 -560 078

Dear Sir,

SUB:RFP for “Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and Support for Internet Links with Secure DDOS Protection Solution”

Ref: Your RFP: KaGB/PMO/RFP/02/2019-20 Dated: 23/09/2019

We thank you for providing us an opportunity to participate in the subject RFP. Please find our commercial offer as per **ANNEXURE- 18** Bill Of Material (indicative) format of the subject RFP along with this covering letter.

We also confirm to the terms & conditions stipulated in the RFP document, subsequent Amendments, if any and reply to the Pre Bid Queries. We also confirm that that we are agreeable to the payment schedule mentioned in the subject RFP.

Date:

Signature with Seal:

Name:

Designation:

Annexure -18

Bill of Material

[Note: These details should be on the letter head of Bidder and each & every page should be signed by an Authorised Signatory with Name and Seal of the Company]

Ref: Your RFP: KaGB/PMO/RFP/02/2019-20 Dated: 23/09/2019

Table A - Price Details

[Amount in Indian Rupees]

Sl No	Item Details	Charges per annum (Exclusive of Tax)	Tax		Total Charges per Annum (inclusive of tax)	No of Years	Total Charges for 5 years (Inclusive of tax)
			% of GST	GST Amt			
		A	B	C	D= A+C	E	F=D*E
1	Dedicated 50 Mbps Full duplex Internet Bandwidth with dual last mile connectivity at Bengaluru					5	
2	Dedicated 25 Mbps full duplex Internet Bandwidth with dual last mile connectivity at Mumbai					5	
3	/24 IPv4 Public IP from Service provider for 50 MBPS Link at Bengaluru					5	
4	/24 IPv4 Public IP from Service provider for 25 MBPS Link at Mumbai					5	
5	/48 IPv6 for Global IPs from routable on Internet from service provider at Bengaluru					5	
6	/48 IPv6 for Global IPs from routable on Internet from service provider at Mumbai					5	
7	Managed				xx	5	

	Network Services for conversion of IPv6 protocol to IPv4.						
8	Cloud based Volumetric DDOS Protection				xx	5	
9	Total of Column F (Total of row 1 to 8)						

Optional Items: Bidder to note that optional items for Up gradation of Links for which Bank will issue the Purchase Order in future as and when required during the contract period of Five years. However, Bank will consider the cost of optional items for arriving Total Cost of Ownership (TCO).

Table B- Up gradation of Links-DC (Optional)

[Amount in Indian Rupees]

Sl. No	Items Details	Charges Per Annum upgrading 50 Mbps (Exclusive of Tax)	Tax for Column A		Charges Per Annum (Inclusive of Tax)	No. of Years	Total Charges for 5 Years (Inclusive of Tax)
			% of GST	GST amount			
		A	B	C	D=A+C	E	F=D*E
1.	Additional cost of 10 Mbps Bandwidth for upgradation from existing 50 Mbps to Dedicated 60mbps (1:1)full duplex Internet Bandwidth with dual last mile connectivity at Bengaluru					5	
2.	Additional cost of 10 Mbps Bandwidth for upgradation from existing 60 Mbps to Dedicated 70mbps (1:1)full duplex Internet Bandwidth with dual last mile connectivity at Bengaluru					5	
3.	Additional cost of 10 Mbps Bandwidth for					5	

	upgradation from existing 70 Mbps to Dedicated 80mbps (1:1)full duplex Internet Bandwidth with dual last mile connectivity at Bengaluru i						
4.	Additional cost of 10 Mbps Bandwidth for upgradation from existing 80 Mbps to Dedicated 90mbps (1:1)full duplex Internet Bandwidth with dual last mile connectivity at Bengaluru					5	
5.	Additional cost of 10 Mbps Bandwidth for upgradation from existing 90 Mbps to Dedicated 100mbps (1:1)full duplex Internet Bandwidth with dual last mile connectivity at Bengaluru					5	
6.	Total of Column F (Total of row 1 to 5)						

Table C-Upgradation of Links-DRC (Optional)

[Amount in Indian Rupees]

Sl. No	Items Details	Charges Per Annum upgrading 50 Mbps (Exclusive of Tax)	Tax for Column A		Charges Per Annum (Inclusive of Tax)	No. of Years	Total Charges for 5 Years (Inclusive of Tax)
			% of GST	GST amount			
		A	B	C	D=A+C	E	F=D*E
7.	Additional cost of 05 Mbps Bandwidth for upgradation from existing 25 Mbps to Dedicated					5	

	30mbps (1:1)full duplex Internet Bandwidth with dual last mile connectivity at Mumbai						
8.	Additional cost of 05 Mbps Bandwidth for upgradation from existing 30 Mbps to Dedicated 35mbps (1:1)full duplex Internet Bandwidth with dual last mile connectivity at Mumbai					5	
9.	Additional cost of 05 Mbps Bandwidth for upgradation from existing 35 Mbps to Dedicated 40mbps (1:1)full duplex Internet Bandwidth with dual last mile connectivity at Mumbai					5	
10.	Additional cost of 05 Mbps Bandwidth for upgradation from existing 40 Mbps to Dedicated 45mbps (1:1)full duplex Internet Bandwidth with dual last mile connectivity at Mumbai					5	
11.	Additional cost of 05 Mbps Bandwidth for upgradation from existing 45 Mbps to Dedicated 50mbps (1:1)full duplex Internet Bandwidth with dual last mile connectivity at Mumbai					5	
12.	Total of Column F (Total of row 7 to 11)						

Table-D
Total Cost for 5 Years Contract Period
[Amount in Indian Rupees]

Sl. No.	Details	Total Cost of Ownership [inclusive of tax]
A	Total Cost as per Table-A [Total of Column F]	
B	Total Cost for upgradation of Links as per Table-B at DC[Column F]	
C	Total Cost for upgradation of Links as per Table-Cat DRC[Column F]	
D	Total Cost of Ownership [Sum of A, B and C]	

Undertaking

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

Date:

Signature with Seal:

Name:

Designation:

APPENDIX -A

Instructions to be noted while preparing/submitting Part A- Conformity to Eligibility Criteria

The Proposal should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory. **All the Annexures should be submitted in Bidders Letter Head.**

1. Index of all the document submitted with page numbers.
2. Cost of Tender document by way of DD payable at Ballari
3. Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD.
4. Power of Attorney / Authorization letter signed by the Competent Authority with the seal of the bidder's company / firm in the name of the person signing the tender documents.
5. Checklist as per **ANNEXURE - 1**
6. Bidder's Covering letter as per **ANNEXURE -2**
7. Eligibility Criteria declaration as per **ANNEXURE -3** with documentary proof in support of the Eligibility Criteria.
8. Profile of the Company / Firm as per **ANNEXURE -4**
9. Details of Offices / Branches/service centers as per **ANNEXURE- 5.**
10. Track record of Past Implementation of Projects as per **ANNEXURE- 7.**
11. Non-Disclosure Agreement as per **ANNEXURE -8**
12. Write up on the Work experience / Expertise of Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and Support for Internet Links with Secure DDOS Protection Solution.
13. Bidder should have central help desk available on 24X7X365 basis for support and complaint booking. Details of the Help Desk, Phone No, & Email id has to be provided.

APPENDIX-B

Instructions to be noted while preparing/submitting Part B- Technical Proposal

The Technical Proposal should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory. **All the Annexures should be submitted in Bidders Letter Head.** Technical Offer for this RFP shall be made as under:

1. Index of all the document submitted with page numbers.
2. Technical Bid Covering Letter as per **Annexure -9.**
3. Compliance to Technical specifications for Internet links with secure DDOS Protect Solution should be complete with all the columns filled in as per **Annexure -10.**
4. Undertaking of Authenticity for Supply, Installation, Integration, Provisioning, Commissioning, Monitoring, Maintenance and Support for Internet Links with Secure DDOS Protection Solution as per **Annexure - 11.**
5. Compliance Statement as per **Annexure -12.**
6. Under Taking Letter as per **Annexure - 13.**
7. Escalation Matrix as per **Annexure - 14.**
8. Undertaking for Technical Consultancy and Support as per **Annexure-15**
9. Undertaking for Service Assurance of Telecom/Network equipment as per **Annexure-16.**
10. Masked price bid of Bill of Material as per **Annexure -18.**
11. The Bidder to submit a certificate / letter from OEM that the proposed Internet links with secure DDOS Protect Solution, OS, any other related software and the solution offered by the bidder to the Bank are correct, viable, technically feasible for implementation and the solution will work without any hassles in all locations.
12. Technical Documentation (Product Brochures, leaflets, manuals, drawings).
13. A detailed list of the other infrastructure required and any other precautions to be undertaken should be given in detail along with the Technical proposal.
14. Bidder has to provide detailed proposed BOM each line item wise for all internet links with secure DDSO Protection Solution, OS, Licenses for 5 years as a part of Technical bid.

APPENDIX-C

Instruction to be noted while preparing/submitting Part C-Commercial Bid

The commercial Bid should be made in an organized, structured, and neat manner. Brochures / leaflets etc., should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory. **All the Annexures should be submitted in Bidders Letter Head**

The suggested format for submission of commercial Offer for this RFP is as follows:

1. Bidder's Covering letter as per **ANNEXURE -17**.
2. Commercial Version of Bill of Materials as per **ANNEXURE -18**.

APPENDIX - D

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To

.....

.....

.....

.....

WHEREAS (Name of Tenderer) (hereinafter called “the Tenderer” has submitted its tender dated _____ (Date) for the execution of (Name of Contract)(hereinafter called “the Tender”) in favour of _____ hereinafter called the “Employer”;

KNOW ALL MEN by these presents that we, _____ (name of the issuing Bank), a body corporate constituted under the _____ having its Head Office at _____ amongst others a branch/office at _____ (hereinafter called “the Bank” are bound unto the employer for the sum of Rs _____ (Rupees _____ only) for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents;

THE CONDITIONS of this obligation are:

- a. If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or
- b. If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of Tender validity;
 1. fails or refuses to execute the Agreement, if required; or
 2. fails or refuses to furnish the performance security, in accordance with clause _____ of conditions of Contract.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

Notwithstanding anything contained herein

1. Our liability under this guarantee shall not exceed Rs. _____ (Rupees _____ only)

2. This guarantee shall be valid Upto _____ and ;
3. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at Bengaluru on or before _____ (mention period of the guarantee as found under clause ii. above plus claim period).

Dated this _____ day of _____ 2019.

For and on behalf of

BRANCH MANAGER

SEAL

ADDRESS

PLACE

APPENDIX-E

Proforma of Bank Guarantee for contract performance

(To be submitted on Non-Judicial stamp paper of appropriate value Purchased in the name of the issuing Bank)

To:

WHEREAS (Name and address of the selected bidder)(hereinafter referred to as “the CONTRACTOR”) has undertaken to supply, transportation, transit insurance, local delivery, storage and installation and maintenance and also includes documentation, warranty, annual maintenance, if contracted, of Solution as per the Purchase Order dated _____ placed by the PURCHASER with you (hereinafter referred to as “the CONTRACT”)

AND WHEREAS in terms of the Conditions as stipulated in the Purchase Order, the CONTRACTOR is required to furnish, a Bank Guarantee by way of Performance Guarantee, issued by a Scheduled commercial Bank in India, in your favour, as per Clause _____ of the Purchase Order, to secure due and satisfactory compliance of the obligations by the CONTRACTOR on their part, in accordance with the CONTRACT, (which guarantee is hereinafter called as “the PERFORMANCE GUARANTEE”)

AND WHEREAS the CONTRACTOR has approached us, (Name of the issuing Bank) for providing the PERFORMANCE GUARANTEE,

AND WHEREAS in consideration of the fact that the CONTRACTOR is our valued constituent and the fact that he has entered into the CONTRACT with you, WE (Name of the Bank) having our Registered Office at _____, and local office at _____, India have agreed to issue the PERFORMANCE GUARANTEE,

THEREFORE WE (Name of the issuing Bank) through our local office at _____ India furnish you the PERFORMANCE GUARANTEE in manner hereinafter contained and agree with you as follows:

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs _____ (Rupees _____) an amount equivalent to 10% of the Contract Price 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 CONTRACTOR of any of the terms and conditions contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the CONTRACT 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 _____) may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.

Notwithstanding anything to the contrary we agree that your decision as to whether the CONTRACTOR has made 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 Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

This Performance Guarantee shall continue and hold good until it is released by you on the application by the CONTRACTOR after expiry of the relative guarantee period of the Contract and after the CONTRACTOR had discharged all his obligations under the Contract and produced a certificate of due completion of the work under the Contract 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 three months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

Should it be necessary to extend Performance Guarantee on account of any reason whatsoever, we undertake to extend the period of Performance Guarantee on your request under intimation to the CONTRACTOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.

You will have the fullest liberty without affecting Performance Guarantee from time to time to vary any of the terms and conditions of the Contract or extend the time of performance of the Contract or to postpone any time or from time to time any of your rights or powers against the CONTRACTOR and either to enforce or forbear to enforce any of the terms and conditions of the Contract and we shall not be released from our liability under Performance Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the CONTRACTOR or any other forbearance, act, or omission on your part of or any indulgence by you to the CONTRACTOR or by any variation or modification of the Contract 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 _____) as aforesaid or extend the period of the guarantee beyond the said day of _____ unless expressly agreed to by us in writing.

The Performance Guarantee shall not in any way be affected by your taking or giving up any securities from the CONTRACTOR 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 CONTRACTOR.

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 CONTRACTOR 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 Performance Guarantee.

Subject to the maximum limit of our liability as aforesaid, Performance Guarantee will cover all your claim or claims against the CONTRACTOR from time to time

arising out of or in relation to the Contract and in respect of which your claim in writing is lodged on us before expiry of three months from the date of expiry of Performance Guarantee.

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 by post it shall be deemed to have been given when the same has been posted.

The Performance 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 heretofore given to you by us (whether jointly with others or alone) and now existing uncanceled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

The Performance Guarantee shall not be affected by any change in the constitution of the CONTRACTOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will endure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

The Performance 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.

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 CONTRACTOR.

Notwithstanding anything contained herein

1. Our liability under this guarantee shall not exceed Rs. _____ (Rupees _____ only)
2. This guarantee shall be valid Upto _____ and ;
3. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at Bengaluru on or before _____ (mention period of the guarantee as found under clause ii. above plus claim period).

We have the power to issue Performance Guarantee in your favour by statute and the undersigned has full power to execute Performance Guarantee under the Power of Attorney given to him by the Bank.

Dated this _____ day of _____ 2019.

For and on behalf of

BRANCH MANAGER

SEAL

ADDRESS

PLACE

Appendix-F
Format for Sending Pre-Bid Queries

Sl No	Page No of RFP	Clause No.	RFP Clause	Bidders Query
1				
2				
3				
4				
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APPENDIX-G

BUSINESS RULES AND TERMS & CONDITIONS OF REVERSE AUCTION

Reverse Auction event will be carried out among the Technically Qualified Bidders, for providing opportunity to the Bidders to quote the price dynamically for the procurement for which RFP is floated.

A) Definitions:

1. "Bank" means Karnataka Gramin Bank
2. "Service Provider" means the third party agency / company who have been selected by the Bank for conducting Reverse Auction. [M/s e-Procurement Technologies Ltd (abc procure),]
3. "L1" means the Bidder who has quoted lowest price in the Reverse Auction process.
4. "L2" means the Bidder who has quoted second lowest price in the Reverse Auction process.

B) Eligibility of Bidders to participate in Reverse Auction:

1. Bidders who are technically qualified in terms of the relative Terms & Conditions of the RFP and accept the Business Rules, Terms & conditions of Reverse Auction and submit the undertakings as per APPENDIX-G(1) , can only participate in Reverse Auction related to the procurement for which RFP is floated. Bidders not submitting the above undertaking or submitting with deviations / amendments there to, will be disqualified from further evaluation / participation in the process of relevant procurement.
2. 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.

C) Training:

Selected vendors shall coordinate with our Bank/Our Service Provider M/se- Procurement Technologies Ltd (abc Procure) for getting necessary details and reverse auction demos before commencement of live reverse auction process. Else, bidder not getting the required clarification / demos will do so at his own risk. The service provider for Reverse Auction and their contact details shall be shared with the selected bidders.

D) Reverse Auction Schedule:

1. The date & time of start of Reverse Auction and its duration of time will be informed to the eligible Bidders well in advance before the Reverse Auction date.
2. Bank reserves the right to postpone / change / cancel the Reverse Auction event even after its communication to Bidders without assigning any reasons therefor.

E) Bidding Currency:

Bidding will be conducted in Indian Rupees (INR).

F) Start Price:

Bank will determine the Start Price for Reverse Auction -

- 1) On its own and / or
- 2) Evaluating the price band information called for separately from each eligible Bidder at appropriate time and/or
- 3) Based on the price bids received and if opened, Bank may determine the start price on the basis of the lower quote received.

G) Decremental Bid Value:

- 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.
- 2) Bidder is required to quote his bid price only at a decremental value.
- 3) Bidder need not quote bid price at immediate next available lower level, but it can be even at 2/3/4 level of next available lower level .

H) Conduct of Reverse Auction event:

- 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.[M/s e-Procurement Technologies Ltd (abc Procure)]
- 2) Service Provider will make all necessary arrangement for fair and transparent conduct of Reverse Auction like hosting the web portal, imparting training/demo to eligible Bidders etc., and finally conduct of Reverse Auction.
- 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.
- 4) 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.
- 5) 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 eligible Bidder, before the start of Reverse Auction event. Without this Bidder will not be eligible to participate in the event. The format of the agreement is as per the **APPENDIX-G(3)**.
- 6) Bidders name will be masked in the Reverse Auction process and will

begiven random dummy names by the Service Provider.

- 7) Bidder / his authorized representatives will be given unique Login ID & Password by Service Provider. Bidder/his authorized representative will change the Password after the receipt of initial Password from Service Provider to ensure confidentiality. All bids made from the Login ID given to the Bidders will be deemed to have been made by the concerned Bidder/his company.
- 8) Reverse auction will be conducted as per English Reverse Auction with no tie where more than one Bidder cannot have identical bid price.
- 9) Any bid once made by the Bidder through registered Login ID & Password, the same cannot be cancelled. The Bidder is bound to supplies as per the RFP at the bid price of Reverse Auction.
- 10) Reverse Auction will normally, be for a period of one hour. If a Bidder places a bid price in last 10 minutes of closing of the Reverse auction, the auction period shall get extended automatically for another 10 minutes. Maximum 3 extensions each of 10 minutes will be allowed after auction period of 1 hour i.e. entire process can last maximum for 1 ½ hour only. In case there is no bid price in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension.
(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.)
- 11) Bidder will be able to view the following on their screen along with the necessary fields in Reverse Auction:
 - Opening Price
 - Leading / Lowest Bid Price in Auction (only total price)
 - Last Bid Price placed by the respective Bidder
- 12) During Reverse Auction, if no bid price is received within the specified time, Bank, at its discretion, may decide to revise Start Price / Decremental Value / scrap the reverse auction process / proceed with conventional mode of tendering.

l) **Reverse Auction Process:**

- 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.
- 2) Upon receipt of above information from Service Provider, Bank will evaluate the same and will decide upon the winner i.e. Successful Bidder.
- 3) Successful Bidder has to fax the duly signed filled-in prescribed format **APPENDIX -G(2)** as provided on case-to-case basis to Bank within 4 hours of Reverse Auction without fail. The Original signed **APPENDIX-G(2)** should be couriered so as to reach us within 48 hours of Reverse Auction without fail.
- 4) Any variation between the on-line Reverse Auction bid price and signed

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.

- 5) Successful 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 3 working days without fail.
- 6) Successful Bidder is bound to supply at their final bid price of Reverse Auction. In case of back out or not 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
- 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.

J) Bidder's Obligation:

- 1) Bidder will not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly with other suppliers / Bidders
- 2) Bidder will not divulge either his Bid details or any other details of Bank to any other party without written permission from the Bank.

K) Change in Business Rules, Terms & Conditions of Reverse Auction:

- 1) Bank reserves the right to modify / withdraw any of the Business rules, Terms & conditions of Reverse Auction at any point of time.
- 2) Modifications of Business rules, Terms & conditions of Reverse Auction will be made available on website immediately.
- 3) Modifications made during the running of Reverse Auction event will be advised to participating Bidders immediately.

APPENDIX-G(1)

(To be submitted on company letter head by all Bidders participating in Reverse Auction)

To,
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 -560 078.

Acceptance of Reverse Auction Business Rules and Terms & conditions in respect of Tender / RFP Ref. No. _____ Dated _____

- 1) The undersigned is our authorized representative.
- 2) We have accepted and abide by all Terms of captioned Tender documents and Business Rules and Terms & conditions of Reverse Auction for the procurement for which RFP is floated.
- 3) Bank and Service Provider shall not be liable & responsible in any manner whatsoever for my / 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.
- 4) 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 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.
- 5) I / We do understand that Service Provider may bid on behalf of other Bidders as well in case of above mentioned exigencies.
- 6) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
- 7) We will participate in Reverse Auction conducted by _____ (name of Service Provider) and agree to enter into an agreement with him (Service Provider) for making the process of Reverse Auction and its result legally binding on us.
- 8) We will fax duly signed filled-in prescribed format (**APPENDIX G(2)**) as provided on case-to-case basis, to Bank within 24 hours of end of Reverse Auction without fail.
- 9) We will give break-up of our last / lowest bid price as per Bill of Material at the end of Reverse Auction event within 48 hours without fail.

10) 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.

11) We nominate our official Shri _____ Designation _____ of our company to participate in Reverse Auction. We authorize Bank to issue USER ID & PASSWORD to him. His official e-mail & contact number are as under

Signature with company seal :

Name of Authorized Representative

Designation:

Email :

Mobile :

Tel. No:

Fax No:

APPENDIX-G(2)

(To be submitted on company letter head by all Bidders participating in Reverse Auction)

To,
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 -560 078.

Date:

Sir,

Final/lowest Bid price quoted in Reverse Auction held on _____ in respect
of Tender /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) :

We confirm that -

- 1) We enclose herewith the detailed break-up of above price as per Bill of Material OR [] We undertake to give detailed break-up of above bid price as per Bill of Material within 48 hours from the end-of Reverse Auction event.
- 2) 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 him from participating in future
- 3) We are bound to supply at the above final bid price of Reverse Auction.
- 4) We note that in case of back out or not supply 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 him from participating in future

Signature with company seal :

Name of Authorized Representative

Designation:

Email :

Mobile :

Tel. No:

Fax No:

APPENDIX-G(3)

Process Compliance Form

(The Bidders are required to print this on their company's letter head and sign, stamp before faxing to Service Provider)

To

Name & Address of Service Provider:

Sub: Agreement to the process related to terms & Conditions for the Reverse Auction.

.....

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document for procurement of Hardware against the RFP/Tender No.

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction and the RFP as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that _____(Bank) and _____(Service Provider) shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform 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.
- 5) 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 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.
- 6) I/we do understand that _____(Service Provider) may bid on behalf of other Bidders as well in case of above mentioned exigencies.
- 7) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
- 8) We also confirm that we will fax the price confirmation & break up of our quoted price as per **Appendix-G (2)** as requested by _____(Bank) / _____(Service Provider) within the stipulated time.

We, hereby confirm that we will honour the Bids placed by us during the auction process.

With regards

Signature with company seal Name - Company / Organization -

Designation within Company / Organization -

Address of Company / Organization -