**REQUEST FOR PROPOSAL [RFP]**

**FOR**

**"Selection of Vendor for**
**24/7 Monitoring and Managed Services towards**
**Anti-Phishing, Anti-Malware, Anti-Pharming, Anti-Web Defacement, Anti-Trojan,**
**Rogue Attacks and Dark Web Scanning"**

**for**

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

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

# RFP No: KaGB: Project Office: RFP: 01/2020-21 dated 31.12.2020

**RFP issued by**
**Karnataka Gramin Bank**
**Head Office: IT Department 32, Sanganakal Road,**
**Gandhinagar, Ballari, Karnataka – 583 103**

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## 1. Schedule of Activities, Events and Timeline

| Sl no | Description | Details |
|---|---|---|
| 1 | RFP No. and Date | **KaGB: Project Office: RFP: 01/2020-21** |
| 2 | Brief Description of the RFP | RFP for Selection of vendor for **24/7 Monitoring and Managed Services towards Anti-Phishing, Anti-Malware, Anti-Pharming, Anti-Trojan, Anti-Website Defacement, Rogue Attacks and Dark Web Scanning** |
| 3 | Bank's Address for pre-bid queries, Communication and Submission of Tender | **General Manager**<br>Karnataka Gramin Bank<br>Canara RRBs CBS Project Office, 19-19/1,<br>IIIrd Floor, Above Canara Bank Regional Office,<br>Southend Road, Basavanagudi,<br>Bengaluru - 560 004 |
| 4 | Contact Details | Mr. Jishnu V T, Assistant Manager<br>Mob: 94466 75597<br><br>Mr. S N Satheesh Kumar, Manager, KaGB<br>Mob: 79898 66250<br><br>Mr. Anand BR, Chief Manager, KaGB<br>Tel: 080-26087547<br>E-mail: apmgroup@kgbk.in |
| 5 | Date of Issue | 31/12/2020 (Thursday) |
| 6 | Last Date of Submission of Queries for Pre-Bid | 12/01/2021 before 05:00 PM (Tuesday) |
| 7 | Pre-Bid Meeting | 13/01/2021 at 03:00 PM (Wednesday) |
| 8 | Last Date of Submission of Bids | 28/01/2021 before 03:00 PM (Thursday) |
| 9 | Date and Time of Opening of Eligibility and Technical Bids | 28/01/2021 at 03:30 PM (Thursday) |
| 10 | Opening of Indicative Commercial Bid | Will be advised subsequently to the bidders qualifying in both Eligibility & Technical Bid |
| 11 | Application Fees (Non-Refundable) | **Rs. 10,000 + applicable GST** |
| 12 | Earnest Money Deposit (Refundable) | **Rs. 2,00,000 (Rupees Two Lakh only)** |
| 13 | Website for online RFP | https://canarabank.com/ ,<br>https://karnatakagraminbank.com/,<br>https://www.keralagbank.com/ |
| | | |
| **This document can be downloaded from Bank's website https://karnatakagraminbank.com/. The bidders should pay the Application Fee given above for the complete RFP document by means of DD drawn on any scheduled Commercial Bank for the above amount in favor of Karnataka Gramin Bank, payable at Ballari on or before date of submission of the Bid.** | | |

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## 3. Disclaimer

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

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

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

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

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

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

## 4. Executive Summary of RFP

### 4.1 Definitions:

**'Project'** means the Requirement/ System study, supply, configuration, customization, implementation, testing and documentation.

**'Vendor/Bidder'** means the entity, who has submitted the Bid documents for the Project Requirement with the intention of submitting a competitive quotation and as certified/complied with regulator specifications or the specifications defined by other statutory authorities.

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

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

**'RFP'** means this Request for Proposal prepared and issued by Karnataka Gramin Bank

**'NDA'** means Non Disclosure Agreement

**'SLA'** means Service Level Agreement which is given after the selection of the appropriate vendor by the Bank and who has been awarded the purchase order for the works.

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

**'Services'** means Implementation of 24/7 monitoring services towards website defacement and anti-phishing, anti-malware managed services and other services in the scope of work.

**'Successful Bidder'/ 'L1 Bidder'** means the Bidder who is found to be the lowest Bidder after conclusion of the bidding process, subject to compliance to all the conditions of the RFP, and been awarded the purchase order/contract work etc.

### 4.2 Introduction

Canara Bank has sponsored two RRBs operating in two states, viz. 1) Karnataka and 2) Kerala. In Karnataka, **Karnataka Gramin Bank (KaGB)** with Head Office at Ballari operating in the state of Karnataka with around 1167 Branches and **Kerala Gramin Bank (KGB)** with Head Office at Malappuram operating in entire state of Kerala, with 640 Branches.

KaGB will coordinate for smooth implementation of the Project and shall liaise with the Vendors, on behalf of KaGB and KGB**. The vendors are jointly and severally responsible and liable to KaGB and KGB respectively.**

The Banks' Data Center (DC) is in Bengaluru and Disaster Recovery Center (DRC) at Mumbai. The DC and DRC are connected to the Branches, Regional Offices and Head Offices through Wide Area Network. The entire network uses a mix of MPLS/Leased Lines/VSAT connectivity through BSNL / Airtel / Tata etc. The Banks have Project Office & Network Operation Centre (NOC) in the Project Office, Bengaluru to administer and monitor IT Infrastructure and operations.

## 5. Background

The Bank has a CBS and offers multiple products and services to its customers. The Bank also offers Internet banking, Mobile banking services to its customers and hosts certain public facing websites. The Bank being concerned about cyber-attacks has decided to strengthen its IT security to prevent such attacks on the Bank.

## 6. Detailed Scope of Work

The scope of the bidder would be as per the RFP requirements viz. supply, commissioning and maintenance of services as below:

6.1. Commissioning of services for 24X7X365 proactive Monitoring and Management of Bank's designated websites in World Wide Web for Anti-Phishing, Anti-Malware, Anti-Pharming, Anti-Web Defacement, Anti-Trojan, Rogue Attacks and Dark Web Scanning and any other threat or exploitation of vulnerabilities which lead to compromising of credentials of the customers unknowingly directed against the customers of the Bank. The Bank should get alerts in the event of above attacks on real time basis.

6.2. The selected bidder should respond immediately upon detection of any of the above attacks and should work to shut down/take-down the detected site, anywhere in the world also within the minimum possible time as specified in SLA on Real-Time Basis. For the purpose of detection bidder may use any technique or combination of techniques such as but not limited to scanning of web server logs and / or Digital watermarking/ or monitoring chat rooms used by hackers etc.

6.3. The bidder should ensure bringing down the reactivated phishing site at earliest which was earlier detected as phishing site. If the same site becomes active again within a period of 180 days of its taking down, it should not be treated as a new incident and should be taken down as part of original incident.

6.4. Continuous scanning of all the websites / mobile apps of the Bank to detect any type of blacklisted links, suspicious activities including SQL injection/ app reverse engineering etc. reporting to the Bank the exact nature and location of the infection for speedy removal of the infection / abnormality.

6.5. Proactive monitoring of Major Mobile App stores and blocking/shutting down of malicious App/Trojan used for Bank.

6.6. Gathering the Forensic information such as IP address, exact URL, source of attack, images, screen shots, email, account details, card details, compromised data etc. from the attacks and sharing the same with the Bank.

6.7. Pushing the bait details and countermeasures (like login through many dummy users to identify the source and try to shutdown) in the fraudulent sites.

6.8. Reporting to Bank in line with regulatory requirements about all the attacks and providing detailed information through email, dashboard, SMS alerts, phone calls etc. Details of compromised accounts should be shared immediately with the Bank. Conference call facility with the vendor team should available to bank in case requirement arises.

6.9. Take up and coordinate the cases with CERTs and / or other legal agencies as per the format provided by the Bank.

6.10. Monthly and other ad-hoc reports to be provided as per the requirement and format provided by the Bank.

6.11. Vendor will be required to submit monthly analysis and fraud intelligence reports (both high level/summarized and low level/detailed) to bank.

6.12. Providing bank with review and advisories for phishing, incidents and how to avoid such incidents in future.

6.13. Vendor should provide Darknet services and monitor Darkweb for the information and documents related to Banks and share the data related to cards (Debit Cards, Credit Cards, Financial Information etc.) with the Bank on daily basis

6.14. Service provider should also purchase 3-4 samples if desired by the Bank to ascertain the genuineness of the data without any additional cost to the bank.

6.15. The vendor needs to perform Darkweb/ Darknet forum monitoring for bank registered brand. The vendor should monitor underground forums, IRC chat rooms, the open web (OSINT) and other communication channels where cyber-criminals congregate to sell/ buy services and tools and exchange knowledge for banks brand.

6.16. Bank can also increase or decrease the scope of services during the period of contract with a notice of 30 days.

6.17. The detailed list of Bank 's websites & mobile apps will be provided to successful bidder. However, this list is subject to change. Bidder will be required to monitor all the domains of the Bank including new domains Bank may acquire during the period of contract. Additional Websites or Mobile Applications to be included immediately for Monitoring and Managed Services on receipt of official communication from Bank. Bidder has to monitor the domains of the Amalgamated entity, if any, during the period of contract

6.18. Services should not impact the working of any of the bank's website. Any configuration done on the bank's infrastructure for the purpose of monitoring and prevention of malicious threats should not impact or degrade the performance of the websites.

6.19. Service provider should comply with any time-to-time advisories/ changes from regulatory agencies. It should make any necessary changes in the services accordingly and provide updated services to the bank without any additional cost.

6.20. The services or portal should provide a real-time view of all the components of Bank's digital threat protection. An all-encompassing dashboard illustrates threat data, including volume by source and category, and takedown status. Users can also set up email alerts, create online or printer reports, request takedowns.

6.21. Domain, Brand protection & Social Media Impersonation Monitoring: Analysis of social networks such as Facebook, twitter, LinkedIn etc. and domain registrations to find fake social profiles, malicious mentions and similar domains that impersonate our Bank and compromise customer information.

6.22. Following are important terms of SLA but not limited to :

6.22.1. Alert within 30 minutes of attack/compromise.

6.22.2. Initial response to the incident within 30 minutes with action plan on taking down and other alternative response mechanisms. Initial response includes formulating the initial response plan and discussion with Bank stakeholders for future course of action.

6.22.3. The Phishing site should be blocked within 4 hours. The SLA for takedown of phishing site given in scope should be adhered to 90% of the takedowns per quarter. The remaining 10% takedowns per quarter should be completed within 72 hours of the incident but the phishing site should be blocked in all major browsers as per SLA.

6.22.4. The phishing site, mobile app should not appear again within 12 months of taking down. In case site or mobile app reappears, the same has to be taken down at no extra cost to the Bank.

6.22.5. Resolution of Trojan incidents with in 24hrs of detection.

6.22.6. In case of defacement of Bank's websites and corresponding web pages, the bidder should alert Bank over call within 30 minutes.

6.22.7. The bidder to provide the comprehensive SLA in their proposal.

6.22.8. The bidder needs to monitor for sensitive data on Dark/Deep web and inform the Bank immediately for sensitive data available in dark web. The bidder also needs to submit bi-weekly/weekly reports on the incidents of data compromise detected on Darkweb.

6.23. Minimum Technical Specifications provided as **Annexure 02** to this RFP.

## 7. Intent

The Bank wishes to engage service provider through open tendering process for providing 24/7 Monitoring and Managed Services towards Anti-Phishing, Anti-Malware, Anti-Pharming, Anti-Web Defacement, Anti-Trojan, Rogue Attacks and Dark Web Scanning, including all the relevant activities on identified applications to verify that the proper security controls are present, that they work as intended and can monitor and protect Bank's Brand, Domain name, Websites, Mobile apps, Social media, DNS, etc.

Through this RFP the eligible and potential bidders are invited to provide their proposal across the following brief scope of work

a. Under this scope the bidder must Implement and maintain 24/7 Monitoring and Managed Services towards Anti-Phishing, Anti-Malware, Anti-Pharming, Anti-Web Defacement, Anti-Trojan, Rogue Attacks and Dark Web Scanning services as specified in **Annexure – 02 Minimum Technical Specification** of this RFP.

- Visibility - Continuous analysis and monitoring of wide range of sources across emails, web and social media channels with custom and dataset integration.
- Detection and Intelligence - Quickly find and confirm evidence of phishing and other attacks at scale by using different proprietary algorithms.
- Expedited Attack Takedown – To be done within a Minimal Window so that the impact would be less.

- Convenient Adoption - Turnkey service comprising simple setup with no integration required and minimal resource investment.
- Detect & Stop Email Fraud/Phishing - Actively blocking business email compromises or fraudsters' emails spoofing Bank's domains before they reach Bank employees and customers.

**8. Term of the contract**

8.1 The effective date for start of contract shall be date of acceptance of the order by the selected bidder.

8.2 The tenure of the Contract will be for a period of **3(Three) years effective from the date of acceptance of the purchase order**. Bank reserves the right to extend the period of services for one more year or part thereof at the same terms and conditions and prices.

8.3 The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 30 days 'notice without assigning any reasons and without any cost or compensation therefore. Any offer falling short of the contract validity period is liable for rejection.

**9. Costs to be borne by Bidders**

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

**10. No Legal Relationship**

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

**11. Disqualification**

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

**12. Acceptance of Terms**

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

**13. Acceptance of Purchase Order**

The bidder shall submit **the acceptance of the order within seven (7) days from the date of receipt of order**. The Bank reserves the right to consider the late acceptance of the order, if any at its discretion.

**14. Prime Bidder**

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

**15. Audit by Third Party**

The Bank, Reserve Bank of India, Bank's auditors, government and regulatory bodies reserves the right to conduct an audit of its own or may appoint third party for auditing the activities of onsite services and operations of entire services provided by the bidder to the Bank. Bank will inform to the Service Provider well in advance wherever possible. If there is any observation found during the audit, bidder is required to sanitize the observation at no additional cost and within the time window as stipulated by the Bank.

**16. Service Provider Resource Requirement**

The service provider's personnel having access to information on bank's security programs and systems received or generated under this contract shall ensure that they meet bank's requirements.

Service provider shall conduct adequate third party background checks of the personnel who will be deputed at positions handling Bank's sensitive information. Service provider shall submit an undertaking that they have conducted adequate background screening of their employees who will be assigned this project.

Service provider's personnel shall maintain confidentiality of the Bank's information accessed by them.

If Bank finds that any of the employee(s) of the service provider is not suitable to work on the project or the employee breaches confidence or Non-Disclosure Agreement (including ex-employees worked on this assignment of the Bank), the Bank shall hold the service provider fully responsible for such acts and notify the service provider accordingly. Upon notification, the service provider shall ensure that immediate action is taken against such employee(s) or ex-employee(s) which should also include disabling access through access control systems, disabling system access privileges, return of access identification and media, and banning the entry into any establishment of the bank and liquidity damage. Service provider shall sign Confidentiality cum Non-Disclosure Agreement on behalf of all such employees.

## 17. Technical considerations for the RFP

Bank over a period has adopted new technologies and introduced new digital channels to meet both RBI regulations and customer business requirements. However, this has also led to the need of strengthening the Bank against cyber threats.

**Banks as on date have following number of Website URLs / Mobile Applications:**

| Sl No | Item | Karnataka Gramin Bank | Kerala Gramin Bank |
|---|---|---|---|
| 1 | Website | 4 | 5 |
| 2 | Mobile Application | 2 | 3 |

Both Banks together are having approximately 14 websites and Mobile applications used in various applications developed/procured by the Bank. They are hosted on domains such as karnatakagraminbank.com, keralagbank.com, canarabankrrb.com, canbankrrb.com etc.

The bidder has to note that the Bank may add, remove or modify from the above-mentioned lists during the contract period as and when required.

Under the scope of this RFP, the service provider should alert the Bank upon discovering Phishing attacks, web defacement, malware, online brand protection, and other in-scope services, etc. Whenever a cyber-attack happens, the Bidder has to takedown such an attack within the service levels prescribed in this RFP.

The solution/service offered by the bidder has to meet the minimum technical requirements as specified in the **Annexure 02** – Minimum Technical Specifications.

## 18. Project Implementation Timeline

The monitoring services for Anti-Phishing, Anti-pharming, Anti-Malware, Rogue Attacks, Anti-Trojan and Anti Website defacement managed services should start within **7 days** from the date of acceptance of the purchase order.

| S no | Activity description | Timeline |
|---|---|---|
| 1 | Configuration and Full implementation of all services | Within 4 weeks from date of acceptance of PO |

The bidder must note that the entire project needs to be completed expeditiously. The Bank and the selected Bidder shall nominate a Project Manager each immediately on acceptance of the order, who shall be the single point of contact for the project at Bengaluru. However, for escalation purpose, details of other persons shall also be given as per **Appendix 16**. The project manager nominated by the Bidder should have prior experience in implementing similar projects. Project kick-off meeting should happen within 7 days from the date of acceptance of PO.

## 19. Service Level Agreement

### 19.1 Uptime

The bidder shall guarantee the availability of Monitoring and Managed Services towards Anti-Phishing, Anti-Malware, Anti-Pharming, Anti-Web Defacement, Anti-Trojan, Rogue Attacks and Dark Web Scanning, **with monthly uptime of 100%** during the period of contract which shall be calculated on a quarterly basis.

### 19.2 Penalty for delay in Implementation and Delivery of services

Penalties for delay in implementation and delivery of services as specified in clause 18 would be as under, subject to a cap of **5% plus GS**T on the Total Project Cost:

| Period | Penalty |
|---|---|
| **For First Four weeks of delay** | 0.5% (Half percent) plus GST per week and part thereof |
| **Beyond Four weeks of delay** | 1% (One percent) plus GST per week and part thereof |

### 19.3 Penalty for each Incident happened and not reported:

19.3.1 The bidder shall alert &– report to the Bank **within 30 minutes** of an attack/compromise.

19.3.2 If the bidder fails to report incident like Phishing, Pharming, Brand abuse, Trojan, Malware, Website defacement (To be calculated for each and every incident) that has occurred and not reported to the Bank, penalty would be as under

| Incident reporting time | Penalty amount |
|---|---|
| Within 30 minutes | No penalty |
| 31 to <45 minutes | 0.20% (+GST) of Total Quarterly Payment |
| 46 to <60 minutes | 0.40% (+GST) of Total Quarterly Payment |
| 61 to <75 minutes | 0.60% (+GST) of Total Quarterly Payment |
| 76 to <100 minutes | 0.80% (+GST) of Total Quarterly Payment |
| 101 to <115 minutes | 1.00% (+GST) of Total Quarterly Payment |
| 116 minutes and above | 1.50% (+GST) of Total Quarterly Payment |

19.3.3 The maximum penalty levied under this clause shall not be more than **5% plus applicable taxes of the Total Quarterly Payment.**

### 19.4 Penalty for failure to resolve incidences (to be calculated on quarterly average basis)

19.4.1 Bidder should resolve the incidents as reported in Clause 19.3 within stipulated timelines. Failure to resolve incidents like phishing, pharming, malware, brand abuse, etc., the bidder shall be liable to pay penalty at the rates specified below:

| Resolution time | Penalty amount |
|---|---|

| | |
|---|---|
| Within 180 minutes | No penalty |
| 181 to <240 minutes | 1.00% (+ GST) of Total Quarterly Payment |
| 241 to <300 minutes | 2.00% (+ GST) of Total Quarterly Payment |
| 301 to <360 minutes | 3.00% (+ GST) of Total Quarterly Payment |
| 361 to <420 minutes | 4.00% (+ GST) of Total Quarterly Payment |
| 421 to <480 minutes | 5.00% (+ GST) of Total Quarterly Payment |

19.4.2 If resolution time **exceeds beyond 8 hours (480 minutes)**, penalty equivalent to **10% plus GST of Total Quarterly Payment** will be charged. In case an incident is not closed within a period of 7 days from the date of its identification then Bank will reserve the right to get such incident closed from other parties, expenses for which shall be recovered from the vendor.

19.4.5.**The maximum penalty levied under this clause shall not be more than 20% plus applicable taxes of the Total Quarterly Payment.**

19.4.6. **Quarterly Average basis will be calculated as follows:**

**Total Time taken to resolve the reported incidents / (divided by)**
**Total Number of reported incidents (Resolution time taken more than 180min)**

*Note : The above will be applicable for reported incidents whose 'Resolution time taken more than 180min'.*

**Sample Case is given below:**

Total No. Incidents happened in a Quarter – 10
Total No. Incidents failed to resolve out of above 10 (i.e within 180 minutes) – 5

| Sl No | Incident happened and failed to resolve (within 180 minutes) in a Quarter | Time taken for resolution (in Minutes) |
|---|---|---|
| 1 | First Incident | 245 |
| 2 | Second Incident | 354 |
| 3 | Third Incident | 370 |
| 4 | Fourth Incident | 430 |
| 5 | Fifth Incident | 470 |
| TOTAL TIME TAKEN FOR RESOLVING ABOVE INCIDENTS | | **1869** |
| **AVERAGE TIME OF ABOVE INCIDENTS (1869 min/5 incidents)** | | **373.8** |

Penalty for the service will fall in the Resolution time bracket of (361 to <420 minutes) in the above table and hence Bidder will be charged at 4.00% (+ GST) of Total Quarterly Payment for that Quarter.

**19.5 Penalty for failure to resolve Trojan Malware incidents (To be calculated on incident basis):**

The bidder should resolve the **Trojan Malware incidents within 24 hours of detection**. Penalty at the rate of 5% of Total Quarterly Payment will be charged if the delay in resolution of Trojan incidents is more than 24 hours but less than 48 hours. In case of resolution time is more than 48 hours, and less than a week, penalty at the rate of 10% (+ GST) of Total Quarterly Payment will be charged. If the resolution time is more than One week, penalty at the rate of 20% of Total Quarterly Payment will be charged.

**19.6 Penalty on Deep Web/ Darknet services**

19.6.1 The bidder needs to monitor for sensitive data on Dark/deep web and inform the bank immediately for sensitive data available in dark web. If selected bidder fails to detect and inform bank about any incident in Darkweb/ Darknet prior to bank detecting/ any other party/ agency informing bank about any of the incidents in Darkweb/ Darknet then penalty will be as under:

| Incident based | Penalty |
|---|---|
| For each undetected incident | 1.00 % (+ GST) of Total Quarterly Payment |
| Maximum cap for penalty is 5% of the Total Quarterly Payment | |

The bidder also needs to submit bi-weekly / weekly reports on the incidents of data compromise detected on Dark Web.

If there are more than 5 such undetected incidents reported to the vendor, then bank reserves the right to review to continue with the services of the shortlisted vendor.

**19.7 Penalty for Delay in takedown of Phishing sites and fraudulent mobile apps specifically targeting Banks (Standalone attacks) shall be calculated on an incident basis as under**

| Resolution time | Penalty amount |
|---|---|
| Within 4 hours | No penalty |
| More than 4 hours, but less than 12 hours | 0.50% + GST of Total Quarterly Payment |
| More than 12 hours, but less than 24 hours | 1.00% + GST of Total Quarterly Payment |
| More than 24 hours, but less than 48 hours | 4.00% + GST of Total Quarterly Payment |
| More than 48 hours, but less than 72 hours | 5.00% + GST of Total Quarterly Payment |
| More than 72 hours | 10.00% + GST of Total Quarterly Payment |

- The maximum penalty levied shall not be more than **10% plus applicable taxes of the Total Quarterly Payment**.

- The Phishing site should be blocked within 4hours. **The SLA for takedown of phishing site given in scope should be adhered to 90% of the takedowns per quarter. The remaining 10%**

**takedowns per quarter should be completed within 72 hours of the incident but the phishing site should be blocked in all major browsers as per SLA.**

- The Phishing site, mobile app should not appear again within the contract period of taking down. In case the Phishing site and/or mobile app reappear, then, the bidder must take down the same at no extra cost to the Bank

- Phishing sites in web on all major browsers such as Internet Explorer, Google Chrome, Mozilla Firefox, Safari, Opera, etc.

**19.8 Penalty for failure to maintain response time for scanning of Banks website for defacement (to be calculated on incident basis)**

A genuine act of defacement on Bank's websites should be detected within 30 minutes of the incident. Penalty at the rate of **2% of Total Quarterly payment** will be charged for delay in detection of defacement for more than 30 minutes but less than 1 hour. In case of response time more than 1 hour the penalty at the rate of **5% of Total Quarterly payment** will be charged. If the response time is more than 24 hours, penalty at the rate of **10% of Total Quarterly payme**nt will be charged.

**19.9** Also, bank will reserve the right to get such incidents closed from other parties, expenses for which shall be recovered from the vendor.

**19.10 In case of termination of contract for non-performance, the Bank reserves the right to recover an amount equal to 5% of the Total Contract Value as Liquidated Damages**.

**19.11** If the selected Bidder fails to complete the due performance of the contract in accordance to the terms and conditions, the Bank reserves the right either to terminate the contract or to accept performance already made by the selected Bidder after imposing Penalty as mentioned above.

**19.12** The Bidder should adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities as required from time to time during the course of the contract. The Bank reserves the right to ascertain information from the Banks and other institutions to which the Bidders have rendered their services for execution of similar projects.

**19.13** The Liquidated damages/Penalties 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 related Orders.

**19.14** Both Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently. The penalty is for delay of performance and not for termination, whereas the liquidated damages are applicable only on event of termination on default.

**19.15** Penalties/LDs is not applicable for the reasons attributable to the Bank and Force majeure. However, it is the responsibility / onus of the Bidder to prove that the delay is attributed to Bank and Force Majeure. The Bidder shall submit the proof authenticated by the Bidder and Banks' official that the

delay is attributed to the Bank and Force Majeure at the time of requesting installation and commissioning payment

**19.16 Maximum deducted penalty of one type will not affect any other type of penalty i.e. All type of penalties can be levied up to their maximum limit simultaneously.** However, Bank retains the right whether to impose any penalty based on the circumstances of default committed by the bidder.

## 20. Payment Terms

**20.1** Payment shall be released **Quarterly in arrears at actuals** after completion of monitoring services and submission of deliverables (reports and recommendations) and acceptance of the same by the Bank officials for the respective area of service.

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

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

**20.4** The selected bidder shall submit invoice and other documents necessary as per the terms duly authenticating on each document along with the request letter for service payment for the respective service.

**20.5** The Total Cost of Project or Total Contract Price as defined in this RFP shall mean the total cost or price or value or charge towards Implementation and Maintenance of 24/7 Monitoring and Managed Services towards Anti-Phishing, Anti-Malware, Anti-Pharming, Anti-Web Defacement, Anti-Trojan, Rogue Attacks and Dark Web Scanning. The release of Payment is subject to acceptance of the order and on submission of contract performance guarantee.

**20.6** The Bidder shall be responsible for extending the validity date and claim period of all the Bank guarantees as and when it is due on account of incompletion of work under guarantees. The bank will invoke the guarantee before expiry of validity if work is not completed and the guarantee is not extended, accordingly.

**20.7** Bank shall release the payment within 30 days from the date of submission of correct invoice and submission of all relevant reports.

**20.8** No payment shall be released for reopen incidents. (An incident shall be counted as reopen incident if it meets the following criteria:

a. Incident with same IP address
b. Incident with same Fully Qualified Domain Name (FQDN)
c. A reopen incident within 180 days of the previous incident closure will not be treated as separate incident for purpose of calculation of number of incidents for payment.)

### 20.9 Other Terms of Payment

20.9.1 The invoices will be raised by bidder on quarterly basis after completion of each quarter and as per the following:

20.9.2 Period to start from date of commencement of service.

20.9.3 Invoice should contain the period of claim, service description.

20.9.4 Any dispute regarding the invoice will be communicated to the selected bidder and the payment shall be made after the resolution of dispute. TDS / LD/ Penalty would be deducted at source for any payment made by the BANK as per the prevailing taxation rules of Government of India.

20.9.5 Charges shall be fixed for the entire contract period and there will be no escalation due to fluctuation in taxes, foreign currency or change in duty structure or for any other reasons. Bank will pay the Service tax and levies ruling at the time of period of services rendered and the resultant billing.

20.9.6 In case no-incident is reported in any quarter for which the bill is raised the company should submit a certificate in this regard that no incidence related to phishing, malware, website defacement activities have been detected for the quarter. The duly signed certificate should be enclosed with the bill for that quarter.

20.9.7 Bank will not pay any extra cost outside the contracted rate.

20.9.8 Details of the monitoring activities attended should be enclosed with the action taken report.

20.9.9 Payment will be made to the appointed vendor in Indian Rupees only.

20.9.10 Payment is subject to satisfactory discharge of the services as per RFP at the end of quarter after deduction of applicable penalties, if any. Bidder shall submit Credit Note towards penalty / any discrepancies in the invoices to enable the Bank to process the payment. The Bank shall have the right to withhold the payment due to non-submission of Credit note. Such withholding of payment shall not amount to a default on the part of the Bank. Further, Bank at its discretion shall also raise invoice to the extent of penalty/discrepancies on the successful Bidder and release the remaining payment.

20.9.11 Vendor should raise the quarterly invoice at the end of each quarter in standard format and accompanied by proof of activities undertaken during the quarter and actions taken specifically for the Bank

20.9.12 The payments will be released through NEFT/RTGS and the selected bidder has to provide necessary Bank details like account number, Bank's name with branch, IFSC code, etc.

20.9.13 The liquidated damages shall be deducted/recovered by the Bank from any money due or becoming due to the Bidder under the purchase contract or may be recovered by invoking the Bank guarantee or otherwise from Bidder or from any other amount payable to the Bidder in respect of other orders.

20.9.14 **Right to alter the number of websites and apps:**

The Bank reserves the right to alter the number of websites and apps specified in the tender in the event of changes in plans of the Bank. Any decision of the BANK in this regard shall be final, conclusive and binding on the bidder. The bank reserves the right to place order for these additional numbers of websites and apps at the agreed price during the contract period with the same terms and conditions.

## 21. Instructions to RFP response

### 21.1 Rules for responding to the RFP

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

### 21.2 Cost of RFP (Application Money)

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

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

### 21.3 Currency

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

### 21.4 Price

21.4.1 The Price quoted by the Bidder should be FLAT RATE [i.e. should include all costs]

21.4.2 The Bank reserves the right to place orders in stages for the items quoted in the **Appendix 1 – Bill of Materials** by the bidder during the contract period.

21.4.3 Beyond the quantities mentioned in the RFP **Appendix 1 – Bill of Materials**, the Bank reserves the right to procure the items, at the same unit rates, quoted in the Appendix 1 – Bill of materials during the contract period to an extent of **Plus or Minus 25%.**

21.4.4 The price should be inclusive of all taxes, duties, levies, charges, transportation, insurance, GST, etc.

21.4.5 The base price quoted by the Bidder shall be fixed during the Bidder's performance of the contract extended if required by the Bank and shall not be subjected to variation on any account, including changes in duties, levies, fluctuations in foreign exchange, etc.

21.4.6 Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.

21.4.7 All responses should be in English language.

21.4.8 **Pricing by the Bidders to this RFP document shall be binding on such Bidders for a period of 180 days from the prescribed date of Commercial bid opening**. Bank may seek further extensions of the bid validity, if required.

21.4.9 All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the Bidders and may, if accepted by the Bank, form part of the final contract between the Bank and the selected Bidder. **Bidders are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.**

21.4.10 Any eligibility, technical or commercial bid, submitted cannot be withdrawn/modified after the last date for submission of the bids unless specifically permitted in writing by the Bank.

21.4.11 The Bidder may modify or withdraw its offer after submission, provided that, the Bank, prior to the closing date and time, and receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the Bidder subsequent to the closing date and time for submission of the offers.

21.4.12 The Bidder can add additional line items in the Appendix 01 – Bill of materials for quoting for additional items/components that the Bidder requires for fulfilling the services and deliverables as part of the RFP response. In case any Bidder does not quote for any of the components, the response would be deemed to include the quote for such unquoted components required for meeting the functional and technical requirements including the service levels specified in this RFP. It is mandatory to submit the technical details in the formats given along with this document duly filled in, along with the offer. The Bank reserves the right not to permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.

21.4.13 Based on Bank's technical requirements as listed in this RFP, the Bidder should identify the best-suited Solution that would meet Bank's requirements and provide a complete quote for the same for the period of the contract. In case the Bidder quotes for more than one solution (for example one quote for software x and y and another quote for software x and z) then the response would be considered as improper and liable to be rejected. The Bidder should not give options to the Bank to select from his offer. The Bidder is expected to select the best option and quote for the same in his offer. (For example, the Bidder should not quote for two database servers, one xyz and other abc, and leaves it to the Bank to choose any one of them.)

21.4.14 Each offer should specify only a single Solution/Service, which is cost-effective and meeting the entire tender technical specifications. It is the responsibility of the Bidder to decide the best suitable Solution/Services for the Bank.

21.4.15 The Bidder must furnish requirements strictly as per the formats provided in the RFP document.

21.4.16 In the event the Bidder has quoted "Nil" or "0" for any mandatory or optional line item in the Bidder's commercial bid, with respect to any costs, the same will be deemed to be provided by the Bidder at no cost to the Bank, and the Bank will not pay any charges later for such items for the period of the contract.

21.4.17 The Bank is not responsible for any assumptions or judgments made by the Bidder for arriving at any type of sizing or costing. The Bank always will benchmark the performance of the Bidder to the RFP documents circulated to the Bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the Bidder must make good the same at no extra costs to the Bank within two weeks of detection of the deviation, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the Bidder.

21.4.18 The Bank ascertains and concludes that everything as mentioned in the RFP documents circulated to the Bidders and responded by the Bidders have been quoted for by the Bidders, and there will be no extra cost associated with the same other than the cost quoted by the Bidders.

21.4.19 In the event the Bank has not asked for any quotes for alternative prices, and the Bidder furnishes the alternative price in the Bidder's financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However, payment by the Bank will be made at the lower price.

21.4.20 In the event mandatory or optional prices are not quoted by the Bidder, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating Bidders will be taken as the costs, for such for arriving at the Total Cost of Ownership for the purpose of evaluation of the defaulting/deviating Bidder.

21.4.21 No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.

21.4.22 The **Appendix 01 - Bill of materials** is used for the TCO evaluation of the Bidders only. The Bank will hold the complete discretion of procuring and implementing products and services that are quoted as part of the Appendix 01 – Bill of materials by the Bidders. The Bank will only pay for items procured and used by the Bank. The Bank will not pay or is not bound to pay for items not procured or used by the Bank. The Bidder cannot compel the Bank to procure or pay for items not desired by the Bank.

21.4.23 The Bank would like to expressly state that any assumptions, terms, conditions, deviations etc which the Bidder includes in any part of the Bidders response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, terms, conditions, deviations etc have been accepted by the Bank and communicated to the Bidder in writing. The Bidder later cannot make any plea of having

specified any assumptions, terms, conditions, deviations etc in the Bidder's response to this RFP.

21.4.24 The rates for additional/optional items would only be applicable in the event the Bank is procuring additional/optional quantities. The rates of all additional/optional items would be valid for the period of the contract. **The prices of all additional/optional items would be added to the Year 1 cost for the purpose of computing the TCO.**

21.4.25 The Bidder, from time to time during the period of the contract, should provide price benefits to Bank, in the event that the prices of any proposed items have reduced. Such price benefits would be discussed mutually by the Bank and the Bidder. In the event the Bidder does not offer the price benefit to the Bank, Bank will have the right to independently procure the same from the market and the Bidder will have no objection to the same.

21.4.26 All prices are quoted as unit rates as part of Appendix 01 - Bill of Materials. In case of any upward/downward movement in any units mentioned by the Bank in Appendix 01 - Bill of Materials in regard to actual business requirements, the same unit prices will be applicable for any additional/reduced unit availed. The Bidder needs to ensure that the sizing is done as per the scope articulated in the RFP and the responsibility of the entire sizing rests with the Bidder for the tenure of the contract.

21.4.27 The prices quoted by the Bidder shall include all costs such as, taxes, VAT, levies, cess, excise and custom duties, installation, insurance etc. that need to be incurred. The price payable to the Bidder shall be inclusive of carrying out any modifications/changes/upgrades/updates to the application suite or other application software or equipment that is required to be made in order to comply with any statutory or regulatory requirements, and the Bank shall not pay any additional cost for the same. Bidder needs to provide the details about all such items considered in the RFP.

21.4.28 In case of any variation (upward or downward) in GST quoted separately which has been included as part of the price bid, such variation will be borne by or passed on to the Bank. Variation would also include the introduction of any new tax/cess.

21.4.29 All taxes should be quoted at the prevailing rates at the time of bid submission. Any variations in the taxes quoted by the Bidder which are not in line with the applicable rates prevailing for such equipment/services may entail rejection of the Bidders proposal. In the event of a difference between the rate quoted in the technical (masked) and commercial (unmasked) bill of materials, the applicable tax rates will prevail.

21.4.30 If the Bidder makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly.

21.4.31 Terms of payment indicated in the Contract that will be issued by the Bank to the selected Bidder will be final and binding on the Bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Contract, the Bidder should give a declaration on the face of the

Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between Bank and the Bidder". Bidder should ensure that the project timeline should not suffer for this reason.

21.4.32 In case of any deviation between the unit price and the total, the unit price would be considered for commercial evaluation as the price quoted and product of the unit price and quantity would be taken for arriving at the line item cost.

**21.5 Price Comparisons**

The Bidder must provide and quote for all products and services as desired by the Bank as mentioned in this RFP. Any products / services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder;

**21.6 Bid Security/EMD and Performance Guarantee**

**21.6.1 Bid Security / Earnest Money Deposit**

21.6.1.1 Bidders are required to submit an Earnest money deposit as specified in the RFP in the form of Demand Draft/ Bank Guarantee in lieu of DD (Appendix 11 – Pro forma for Bank Guarantee in lieu of DD) drawn at Ballari, payable to **Karnataka Gramin Bank,** along with Eligibility Bid. The Bank Guarantee should be from a Scheduled Commercial Bank.

21.6.1.2 Particulars of job to be undertaken to be mentioned in the BG is as given here – "**Implementation of 24/7 Monitoring and Managed Services towards Anti-Phishing, Anti-Malware, Anti-Pharming, Anti-Web Defacement, Anti-Trojan, Rogue Attacks and Dark Web Scanning".**

21.6.1.3 If submitted in the form of BG, the EMD should be **valid for Six month** from the last date of bid submission with a claim period of 1 year or as per the extant guidelines of RBI. This must be extended in case requested by the Bank.

21.6.1.4 Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer.

21.6.1.5 **The amount of Earnest Money Deposit would be forfeited** in the following scenarios:

21.6.1.5.1 If the bidder withdraws or amends the bid without prior concurrence of the Bank, during the period of bid validity specified in this document for any reason whatsoever;

21.6.1.5.2 In case the successful Bidder fails to accept Purchase Order and / or sign the contract as specified in this document for any reason whatsoever; Thereafter the Bank shall be at liberty to proceed with procurement from the other Bidders within the purview of the same RFP by calling for fresh Commercial quotes from remaining Bidders. In such an event, the initially selected Bidder stands disqualified for further participating in the subject Bid. or

21.6.1.5.3 In case the successful Bidder fails to provide the Performance Guarantee within 21 days from the date of acceptance of the purchase order by the Bidder in the form and manner to the satisfaction of the Bank,

21.6.1.5.4 If the bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information;

21.6.1.5.5 In case shortlisted Eligible bidder doesn't participate in the RA process.

21.6.1.6 Exemption from submission of EMD shall be given to bidders, who are Micro, Small and Medium Enterprises (MSME), and are registered with National Small-Scale Industrial Corporation (NSIC) under its "Single Point Registration Scheme". The bidder has to submit necessary document issued by NSIC to avail the exemption. To qualify for EMD exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC which are valid on last date of submission of the tender documents. MSME firms which are in the process of obtaining NSIC certificate will not be considered for EMD exemption.

21.6.1.7 The bid security (EMD) will be returned to the unsuccessful Bidders only after receiving acceptance of the Purchase Order by the successful Bidder.

**21.6.2 Performance Guarantee**

21.6.2.1 The successful Bidder will have to submit an unconditional and irrevocable performance bank guarantee for the period of the contract in the form and manner provided by Bank equivalent to **3% of the Total Contract Value/Total Cost of Ownership/Total Order value** of the contract awarded to the selected Bidder.

21.6.2.2 PBG should be valid for the tenure of the contract period plus a claim period of 1 (one) year or as per the extant guidelines of RBI, indemnifying any loss to the Bank.

21.6.2.3 In the event of non-performance of obligation or failure to meet terms of this RFP, Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. The guarantee should be of that of a Scheduled Commercial Bank only.

21.6.2.4 The project will be deemed complete only when all the solutions and items contracted by Bank are delivered in good condition, installed, commissioned, implemented, tested and accepted along with the associated certification, documentation and training provided to Bank's employees in compliance with the terms of this RFP and as per the requirements of the contract executed between Bank and the Bidder and the acceptance criteria defined in this document is met.

21.6.2.5 If the performance guarantee is not submitted, Bank reserves the right to cancel the /contract.

21.6.2.5.1 The bid security (EMD) would be returned to the successful Bidder after the submission of the performance guarantee.

21.6.2.5.2 The Performance Guarantee should be submitted within 21 days of acceptance of Purchase Order. In case of delay in submission of the performance guarantee then the Bank will charge 0.5% penalty of the contract amount per week or part thereof subject to a maximum of 5% value of the contract.

21.6.2.6 In case the contract period is extended by the Bank, the selected bidder shall be responsible to extend the validity period and claim period of the Performance Bank Guarantee.

**21.7 Other terms of the RFP**

21.7.1 By submitting a proposal, the Bidder agrees to promptly contract with Bank for any work awarded to the Bidder, if any. Failure on the part of the selected Bidder to execute a valid contract with Bank within 21 days of acceptance of PO, will relieve Bank of any obligation to the Bidder, and a different Bidder may be selected based on the selection process of Bank.

21.7.2 The terms and conditions as specified in the RFP, addendum and corrigendum issued by the Bank thereafter are final and binding on the Bidders. In the event the Bidder is not willing to accept the terms and conditions of Bank, the Bidder may, in sole discretion of Bank, be disqualified.

21.7.3 The Bidder must strictly adhere to the delivery dates or lead times identified in their proposal including the project timeline. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the selected Bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this RFP) due to the Bidder's inability to meet the established delivery dates, that Bidder will be responsible for any re-procurement costs suffered by the Bank. The liability of re-procurement costs in such an event could be limited to the amount spent by Bank, in actuals, for procuring similar deliverables and services. The re-procurement cost would be established post a reasonable due – diligence of the re-procurement cost to be incurred.

21.7.4 By submitting the bid, the Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all software, hardware, services to be supplied in response to this RFP shall meet the proposed Solution requirements of the Bank. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to Bank. The Bidder also acknowledges that Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, Bank expects the Bidder to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank in writing, shall form a part of the final contract.

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

21.7.6 All terms and conditions, payments schedules, time frame for implementation, expected service levels as per this RFP will remain unchanged unless explicitly communicated by Bank in writing to the Bidders. The Bidder shall at no point be entitled to excuse themselves from any claims by Bank whatsoever for their deviations in conforming to the terms and conditions, payments schedules, expected service levels, time frame for implementation etc. as mentioned in this RFP.

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

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

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

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

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

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

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

21.7.7.5 To the best of its knowledge, after reasonable investigation, no representation or warranty by such party in this tender and subsequent agreement, and no document furnished or to be

furnished to the other party to this tender and subsequent agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

21.7.7.6 The Bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.

21.7.7.7 All RFP response documents would become the property of the Bank and the Bank also would not return the bid documents to the Bidders.

21.7.7.8 Bank would not assume any expenses incurred by the Bidder in preparation of the response to this RFP

21.7.7.9 Bank will not bear any costs incurred by the Bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

21.7.8 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.

21.7.9 Bank reserves the right to change/add any terms and conditions of the RFP by issuing addendum/corrigendum and putting it on Bank's website.

21.7.10 Bank reserves the right to extend the dates for submission of any and all responses to this document.

21.7.11 Bidders shall have the opportunity to get their doubts clarified pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to the contact officer, not later than the query submission date noted in RFP and as indicated by Bank from time to time.

21.7.12 Preliminary Scrutiny – Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. Bank may, at its discretion, waive any minor non- conformity or any minor deficiency in an offer. This shall be binding on all Bidders and Bank reserves the right for such waivers and Bank's decision in the matter will be final.

21.7.13 Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, Bank may, at its discretion, ask some or all Bidders for clarification of their offer. Bank has the right to disqualify the Bidder whose clarification is found not suitable to the project requirements.

21.7.14 No Commitment to Accept Lowest bid or Any Tender – Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this RFP. Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations in respect of the rejection.

21.7.15 Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. Bank may treat the offers not adhering to these guidelines as unacceptable. The proposals should be in the template that is recommended and provided in this RFP.

21.7.16 The Bidder shall perform its obligations under this RFP as an independent contractor. Neither this tender nor the Bidder's performance of obligations under this tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between Bank and the Bidder or its employees, subcontractor; and the Bidder shall not have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of Bank.

21.7.17 The Bidder has to submit the escalation matrix along with necessary contact details as per **Appendix 16**.

21.7.18 The Selected Bidder shall install and commission the equipment/services, in terms of this RFP, at locations designated by Bank or at such Centers as Bank may deem fit and the changes, if any, in the locations will be intimated to the Bidder.

21.7.19 The Bidder is responsible for managing the activities of its personnel. The Bidder shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors, and their employees and agents, etc. which is outside the scope of power vested or instructions issued by Bank. Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Bidder and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the Contract to be issued for this RFP. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the Bidder, for any assignment under the contract to be issued for this RFP. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of the Bidder shall be paid by Bidder alone and Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Bidder's employee, agents, contractors, and subcontractors, etc. The Bidder shall hold Bank, its successors, assignees and administrators and its directors and officials, fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to Bank through the action of Bidders' employees, agents, contractors, subcontractors etc. However, the Bidder

would be given an opportunity to be heard by Bank prior to making of a decision in respect of such loss or damage.

21.7.20 Bank shall inform the Bidder of all known breaches and claims of indemnification and the Bidders shall be required to at the Bidder's expense to remedy the breaches, defend, manage, negotiate or settle such claims. The written demand by Bank as to the loss / damages mentioned above shall be final, conclusive and binding on the Bidder and Bidder shall be liable to pay on demand the actual amount of such loss / damages caused to Bank including but not limited and all costs and expenses, including, without limitation, reasonable attorneys' fees and court costs. In respect of demands levied by Bank on the Bidder towards breaches, claims, etc. Bank shall provide the Bidder with details of such demand levied by Bank. For the purposes of this section, the indemnity may be restricted to the areas mentioned, i.e., "claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents, contractors and sub-contractors." However, there are other indemnities such as indemnity for IPR violation, confidentiality breach, etc, that the Bidder is expected to provide as per the RFP. Indemnity would be limited to court or arbitration awarded damages and all costs and expenses, including, without limitation, reasonable attorneys' fees and court costs pertaining thereto and shall exclude indirect, consequential and incidental damages.

21.7.21 Bidder shall indemnify, protect and save Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of all the software or other systems supplied by them to Bank from whatsoever source,. However, (i) the Bidder has sole control of the defense and all related settlement negotiations (ii) Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and (iii) Bank does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where Bank is required by any authority/regulator to make a comment/ statement/ representation. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities due to the failure of the Bidder to perform its obligations.

21.7.22 Manufacturer's Authorization Form – The Bidder should furnish a letter from original equipment manufacturer authorizing the Bidder to quote for OEM's product in response to the RFP from Bank. The said letter should also offer to extend the required warranty from the OEM in respect of the items stipulated in the RFP. This is as per Appendix 03 – Manufacturers Authorization Form

21.7.23 The Bidder has to provide all necessary supporting information to Bank to prove that the Solution sizing is appropriate.

21.7.24 In case of amalgamation/merger of the bidder company with one/more than one company/ any other company takes over the bidder company with whom the Bank will execute the contract, the Bank should be able to continue to do its business with the acquirer/ acquired entity.

**21.8 Additional Information**

21.8.1 Bidders and/or its authorized service providers should have their own employees for execution of projects. However, Bidder will be fully responsible for the service of the service providers. Bank will not make any reference to them. In case of any deficiency in service, penalties will be to Bidder's account.

21.8.2 The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or subcontractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of Bank, nor seek to be treated as employees of Bank for any purpose, including claims of entitlement to fringe benefits provided by Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

**21.9 Numbering of Pages**

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

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

**21.10 Authorized Signatory**

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

**21.11 Cost of Preparing the Bids**

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

**21.12 Clarification on RFP Document**

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

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

**21.13 Normalization of bids:**

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

21.13.1.1 Incremental bid submissions in part of the requested clarifications by Bank

OR

21.13.1.2 Revised submissions of the entire bid as a whole

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

**21.14 Validity of Bids**

21.14.1 The bid documents (other than Commercial Bid pricing) shall remain valid for a period of **180 days from the last date of submission of bids**. The Commercial Bid pricing submitted by the Bidder shall be valid for a period of 180 days from the date of opening of Commercial Bid.

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

**21.15 Bidders Quote/Offer**

21.15.1 Bidders are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.

21.15.2 The Bidder must furnish requirements as per the formats provided in the RFP document.

**21.16 Submission of Bids**

The submissions need to be made at the address given in Section 1 - "Schedule of Activities, Events and timeline", on or before the time mentioned on last date of bid submission. All envelopes should be securely sealed and stamped. Bidder should also enclose **Appendix 14 – Checklist of documents in the Eligibility bid cover**. The authorized signatories of the Bidder should initial on all pages of the proposal. For all eligibility, technical and commercial bid openings, the Bidders are required to carry authorization letter from the authorized signatories as per format specified in *Appendix 09 – Authorization letter for bid opening.*

The Bid shall be typed/written in English language with Font size 12 in indelible ink.

The bid should constitute **3 (three)** separate parts. The response should be organized and submitted in the following manner:

**21.16.1 Part I - Eligibility Bid:**

21.16.1.1 The Eligibility Bid containing the response to eligibility requirements for this RFP is to be sealed in a separate envelope superscripted on the top of the cover as "ELIGIBILITY BID FOR RFP_____".

21.16.1.2 Covering letter certifying eligibility criteria compliance (eligibility criteria as defined in Annexure 01);

21.16.1.3 The Eligibility bid must contain application money, BG as per Appendix 11- Pro forma for Bank Guarantee in lieu of EMD.

21.16.1.4 Letter with details of authorized signatories/Power of Attorney's in the name of the authorized signatories who can represent the Bidder/s with regard to the obligations under the RFP or contract

21.16.1.5 One hardcopy in original along with duly filled up Annexure 01 – Eligibility criteria compliance including supporting credential letters/testimonials from relevant organizations or copies of documentation from clients or purchase order copies certifying compliance and Bid security; and

21.16.1.6 DVD/USB containing the soft copy of eligibility proposal should be provided in the envelope carrying the original.

21.16.1.7 Bidder needs to submit **Appendix 15 – Applicant's Profile** along with the cover.

**21.16.2 Part II - Technical Proposal:**

21.16.2.1 The Technical Bid containing the response to both technical and functional requirements for the Solution is to be sealed in a separate envelope superscripted on the top of the cover as "TECHNICAL BID FOR RFP_____".

21.16.2.2 The Bidder should also include a replica of the final commercial bid without prices In the technical bid. The Bidder must note that the masked commercial bid should be actual copy of the commercial bid submitted with prices masked and not copy of the Pro-forma/format of the "Appendix 01 – Bill of Materials" in the RFP.

21.16.2.3 Soft copy of the response to the technical bids should also be provided in MS excel/MS word. The soft copy in the form of DVD/USB is to be placed in Technical Bid. The Bidder should certify that the contents of the soft copy are same as that provided in hardcopy as per Appendix 05 – Conformity with Hardcopy Letter. In case of any discrepancies between the hardcopy and softcopy the Bank will use the hardcopy submitted by the Bidder for the evaluation. THE SOFT COPY SHOULD NOT CONTAIN COMMERCIALS AND COMMERCIALS ARE TO BE ENCLOSED ONLY IN COMMERCIAL BID COVER.

21.16.2.4 Bidder to submit One original Hardcopy of the technical proposal with pages properly numbered, each page signed and stamped. The technical proposal should be bound in such a way that the sections of the proposal can be removed and separated easily. Signed copy of the RFP, all annexure and appendices fully filled up need to be submitted.

21.16.2.5 Hard copies of the masked commercial bid; and

21.16.2.6 USB/DVD containing the soft copy of technical proposal should be provided in the original.

21.16.2.7 In summary the Bidders have to note that the Technical Proposal must contain the following

21.16.2.7.1 Executive summary of Bidder's response

21.16.2.7.2 Detailed technical write up covering the detailed scope of work

21.16.2.7.3 Bidder's response to Minimum Technical Specifications as per Annexure 02

21.16.2.7.4 Duly signed covering letter by the authorized signatory as per Appendix 02 – Bid undertaking letter

21.16.2.7.5 Replica of the Bidder's final commercial bid duly masking the price details

21.16.2.7.6 Conformity letter as per Appendix 04

21.16.2.7.7 Conformity with hardcopy letter as per Appendix 05

21.16.2.7.8 Partner/OEM Details as per Appendix 10 – Proposed partners

21.16.2.7.9 Manufacturers Authorization Form from the Bidders proposed partners as per Appendix 03

21.16.2.7.10 Comments on the RFP terms and conditions as per Appendix 06 – Comments on Terms and Conditions

21.16.2.7.11 Reverse Auction compliance statement as per Appendix 08

21.16.2.7.12 Soft copy of the technical bid only. Soft copy of the commercial bid should not be enclosed with technical bid.

21.16.2.7.13 Any other information in general

**21.16.3 Part III – Commercial Proposal (Indicative)**

21.16.3.1 Post the technical evaluation the shortlisted bidders would be intimated of the date on which Bank would conduct Indicative Commercial Bid opening. Further, the date for online reverse auction process as detailed in Annexure 03 – Rules for reverse auction, will be communicated to bidders, in order to arrive at the lowest commercials.

21.16.3.2 Under no circumstances the commercial bid documents/USB/DVD should be kept in Eligibility/ Technical Bid Covers. The placement of commercial bid DVD in eligibility bid or technical bid covers will make the bid liable for rejection.

21.16.3.3 Post the reverse auction process the L1 bidder would be required to submit their final commercial as per Appendix 01 - Bill of Materials and other terms and conditions of the RFP on prices. Along with the bill of materials, the bidder would also be required to submit Appendix 12 – Price bid confirmation post reverse auction.

21.16.3.4 Response to the commercial bid shall include cost of all the items required for commissioning and functioning of the services supplied through this RFP. It is the responsibility of the Bidder to provide all the items which may or may not have been mentioned in the Bid to ensure commissioning and functioning of the Solution within the final agreed price between the selected Bidder and Bank.

21.16.3.5 The price schedule shall be submitted in commercial Bid only. In a nutshell, the commercial Bid details will need to be provided for all requirements of the Bank to arrive at TCO (Total Cost of ownership) of the solution.

21.16.3.6 The total cost to be specified by the Bidder must cover separately the following as detailed in Appendix 01 - Bill of Materials.

21.16.3.7 The Bidders have to note that the commercial proposal post reverse auction must contain the following

21.16.3.7.1 Covering letter duly signed by the authorized signatory

21.16.3.7.2 Table of contents

21.16.3.7.3 Bill of Material as per Appendix 01

21.16.3.7.4 DVD containing the soft copy of the commercial proposal

21.16.3.8 Any deviation from the Bill of Material/ Non submission of Prices as per the format shall make the bid liable for rejection.

21.16.3.9 Bidder must take care in filling price information in the commercial offer (indicative) to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly. BoM that is incomplete or conditional is liable to be rejected.

21.16.3.10 The Bidder should indicate the individual taxes and its applicable rate along with estimated tax amount to be paid by the Bank.

**21.17 Overall Bid**

21.17.1 The separately sealed envelopes containing Eligibility, Technical and Commercial bids (indicative) shall be submitted in another single sealed envelope super-scribed on the top of the envelope as: "RFP for supply of _____ "

21.17.2 The envelope is to be delivered to Bank against acknowledgement.

21.17.3 The Bidder shall take care to submit the Bid properly filed so that the papers are intact. The Bidder shall submit the bid in suitable capacity of the file such that the papers do not bulge out and tear during scrutiny. The Bids, which are not sealed as indicated above, are also liable to be rejected.

**21.18 Delivery of Bids**

21.18.1 The Bidder should submit the responses by hand at the designated address mentioned in the table in Section 1 - "Schedule of Activities, Events and timeline". Where the Bids are submitted by hand, the delivery of them may be made to any of the officers mentioned in the RFP against acknowledgement.

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

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

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

**21.19 Compliance Statement**

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

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

21.19.3 The Bidder shall not just indicate that details are enclosed and submit brochures, manuals, documents etc. Instead, they shall detail their reply for each clause in Appendix 06 – Comments on Terms and Conditions and they shall also indicate the

Page number in the bid, at which additional information are enclosed in the brochures, manual, documents etc. The Bidder shall ensure correctness of referred page nos.

**21.20 Pre-Bid Meeting**

For the purpose of clarifications of doubts of the bidders on issues related to the RFP, Bank intends to hold a pre bid meeting on the date & time as indicated in the Schedule of activities, events and timeline. The queries for the Pre-bid Meeting should reach by email as mentioned in Schedule of activities, events and timeline mentioned. It may be noted that no query of any bidder shall be entertained / received after the prescribed date and time. Queries raised by the prospective bidders and the Bank's response will be available at Bank's web site. Only authorized representative of bidder will be allowed to attend the Pre-bid meeting. The format of pre-bid query submission is furnished in **Appendix – 07 of this RFP.**

**21.21 Opening of Bids**

**21.21.1 Opening of Eligibility and Technical Bids**

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

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

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

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

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

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

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

21.21.1.7 After the evaluation of the eligibility bids, Bank will evaluate Technical Bid submitted by Bidders. Note that the eligible bids will undergo a detailed technical evaluation as per the terms and conditions of this RFP.

21.21.1.8 Bank will announce the list of eligible bidders whose commercial bid will be considered for the commercial evaluation stage for qualified bidders in Eligibility & Technical evaluation stage.

**21.22 Reverse Auction process**

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

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

**21.23 Examination of Bids**

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

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

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

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

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

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

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

21.23.4 The Appendix 01 – Bill of Materials is an indicative list of items used for the purpose of Bidder evaluation through TCO. The procurement of the items quoted by the Bidders in the Appendix 01 – Bill of Materials will be decided by Bank based on the requirements from time to time during the period of the contract. The Bidder cannot compel Bank to procure any or all the items quoted by them in Appendix 01 – Bill of Materials. However for the purpose of calculating of TCO, bid will be considered as fixed priced bid.

21.23.5 During the preliminary examination, Bank will also verify whether the Bidder has responded in full to the RFP or whether it is partial or conditional. **The bids that are incomplete or conditional are liable to be rejected.**

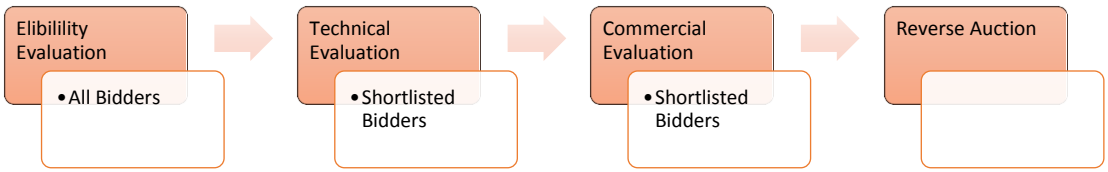
## 22. Evaluation methodology

### 22.1 Introduction

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

The evaluation will be a four-*phase* process:-

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




### 22.1.1 Phase 1 - Eligibility Criteria Evaluation

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

restriction on the number of credentials a Bidder can provide. There will be no scoring involved in the Eligibility Bid evaluation.

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

**22.1.2Phase 2 – Technical Proposal Evaluation**

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

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

The technical evaluation would involve the following major areas:

**22.1.2.1 Technical Evaluation**

The evaluation of the Technical Proposals will be done by the Bank on the basis of adherence to

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

**22.1.2.2 Bidder presentation**

The Bank will require the Bidders to make presentations regarding the various aspects of the proposed solutions. This process will also enable the Bank to clarify issues that may be identified from the Bidders' responses to the RFP.

**22.1.3 Phase 3 - Commercial Bid Evaluation**

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

22.1.3.2 After opening Commercial Offers of the short-listed Bidders, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail.

**22.1.4 Phase 4 - Reverse Auction**

22.1.4.1 Bank would conduct a reverse auction process on the commercials submitted by the Bidders. As such it is necessary that authorized personnel of the firm or organization sign the BID. The designated personnel should be authorized by the organization or by a senior

official of the organization having authority to do so. The same person or a different person should be authorized, who should have digital certificate issued in his name and should have authority to quote bid amount in the commercial bid and also quote offer price during on-line reverse auction. The details of digital certificate like Name, Digital Key details, issuing authority and validity etc., to be provided.

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

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

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

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

22.1.4.4 Bidders have to note that:

22.1.4.4.1 In case there is variation between numbers and words; the value mentioned in words would be considered.

22.1.4.4.2 The Bidder needs to provide unit costs for all components and services; unit rates would be considered for the TCO in case of any discrepancy in the totaling, modifications, addition, correction, etc.

22.1.4.3.3 In the event the Bidder has not quoted or has omitted any mandatory product or service required for the Solution it shall be deemed that the Bidder shall provide the product or service at no additional cost to the Bank.

22.1.4.4 Please note that in the event of the Bank conducting a normalization exercise, the bids submitted after normalization would be evaluated as per the evaluation methodology in Phase 3.

## 23. Terms and Conditions

### 23.1 Roles & Responsibilities during Project Implementation

23.1.1 All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning, maintenance during warranty and AMC etc., shall be provided by the Bidder at no extra cost to the Bank for completing the scope of work as per this RFP.

23.1.2 The selected Bidder shall take all steps to ensure safety of Bidder's and the Bank's personnel during execution of the contract and also be liable for any consequences due to omission or act of the selected Bidder or their sub-bidders.

23.1.3 In case any damage of Bank's property during execution of work is attributable to the Bidder, Bidder has to replace the damaged property at his own cost.

**23.2 Intellectual Property Rights**

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

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

23.2.3 The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.

23.2.4 The Bidder acknowledges that business logics, workflows, delegation and decision-making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Hardware/Software.

**23.3 Indemnity**

23.3.1 The Bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:

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

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

23.3.2 Further, the Bidder shall indemnify, protect and save the Bank against all claims , losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Servers & System Software supplied by them.

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

23.3.4 The limits specified above said clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss of damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.

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

**23.4 Inspection of Records**

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

**23.5 Assignment**

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

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

**23.6 Publicity**

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

**23.7 Procurement through Micro & Small Enterprises [MSEs]**

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

23.7.1.1 This MSEs should have registered with:

23.7.1.1.1 District industries centers or

23.7.1.1.2 Khadi Village industries commission or

23.7.1.1.3 Khadi and Village industries board or

23.7.1.1.4 Coir board or National Small Industries Corporation or

23.7.1.1.5 Directorate of Handicrafts and Handloom or

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

23.7.2 MSEs participating in tenders, quoting price within price band of L1 +15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 in a situation where L1 price is from someone other than MSE and such MSE shall be allowed to supply up to 20% of the total tendered value. In case of more than one such MSE, the supply shall be shared proportionally according to the tendered quantity.

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

23.7.4 Special provisions for MSEs owned by SC or ST

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

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

23.7.7 MSEs should submit the relevant documentary proof for claiming the exemptions

23.7.8 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.

23.7.8 The eligible MSEs who intend to match the L1 price (ultimately decided by the Bank) shall indicate the willingness to match the L1 price within 6 working days from the date of communication from the Bank to avail the purchase preference.

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

**23.8 Confidentiality and Non-Disclosure**

23.8.1 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.

23.8.2 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.

23.8.3 Bidder to treat all Information as Confidential Information

23.8.4 The successful bidder is also required to execute a Non-Disclosure Agreement with the Bank as per the format attached in Appendix 13 – Non-Disclosure Agreement before or at the time of execution of Master contract.

**23.9 Issuance of Purchase order**

23.9.1 Purchase Order shall be issued by KAGB as a coordinating Bank. The selected Bidder shall raise invoices either on KAGB or KGB or on both the Banks at the ratios indicated by coordinating Bank at the time of issuing Purchase Order or at the time of raising the invoices.

**23.10 Amendments to Purchase Order**

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

**23.11 Amendments to the Agreement**

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

**23.12 General Order Terms**

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

**23.13 Negligence**

23.13.1 In connection with the work or contravenes the provisions of General Terms, if the selected Bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected Bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected Bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected Bidder.

**23.14 Responsibilities of the Bidder**

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

23.14.1 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.

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

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

23.14.4 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.

23.14.5 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.

**23.15 Force Majeure**

23.15.1 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.

23.15.2 For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the Bidder, due to or as a result of or caused by acts of God, wars, insurrections, 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.

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

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

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

**23.16 Corrupt and Fraudulent Practices**

23.16.1 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:

23.16.2"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

23.16.3 "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.

23.16.4 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.

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

23.16.6 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.

23.16.7 Any effort/attempt by a Bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.

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

**23.17 Resolution of Disputes**

23.17.1 All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration shall be Bengaluru, INDIA.

**23.18 Modification/ Cancellation of RFP**

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

**23.19 Order cancellation/Termination of contract**

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

23.19.1.1 Delay in the start of services for a period of 30 days from the date of the acceptance of the Purchase order.

23.19.1.2 The selected bidder commits a breach of any of the terms and conditions of the bid

23.19.1.3 The bidder goes into liquidation voluntarily or otherwise

23.19.1.4 An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid

23.19.1.5 Non-satisfactory performance of the Project in terms of affecting the Core Systems of the Bank or the Core Business of the Bank and the functioning of the Branches/Offices of the Bank

23.19.1.6 If deductions on account of liquidated damages exceeds more than 5% of the total value of audit/monitoring charges

23.19.1.7 If found blacklisted by any Govt. Department/PSU/Other Banks/CERT-in during the contract period

23.19.1.8 Bank shall serve the notice of termination to the Bidder at least 30 days prior, of its intention to terminate services

23.19.1.9 After the award of the contract, if the selected bidder does not perform satisfactory 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 expenditures shall be incurred by the Bank within reasonable limits and at comparable prices prevailing in the market. This clause is also applicable, of for any reason, the contract is cancelled.

23.19.1.10 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.

23.19.1.11 In addition to the cancellation of the 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.

**23.20 Termination for Convenience**

Bank shall have the right to terminate the contract, in whole or in part, without assigning any reasons to the selected bidder by serving a notice of at least 90 days prior of its intention to terminate the services during the contract period. In the event of termination of the Agreement for the Bank's convenience, bidder shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

**23.21 Termination for Solvency**

The Bank may, at any time, terminate the Contract by giving written notice to bidder, if bidder becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to bidder,

provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

**23.22 Consequences of Termination**

In the event of termination of the Contract due to any reason, whatsoever, [whether consequent to the expiry of stipulated term of the Contract or otherwise], BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all steps to minimize loss resulting from the termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract and the Contract is not further extended by BANK, the Vendor herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as BANK may specify including training, where the successor(s) is a representative/personnel of BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

Nothing herein shall restrict the right of BANK to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Letter of Indemnity and pursue such other rights and/or remedies that may be available to BANK under law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

**23.23 Responsibilities of the Selected Bidder**

23.23.1 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 the period of contract.

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

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

**23.24 Legal Disputes and Jurisdiction of the Court**

23.24.1 Without limitation, a right for recovery of any amounts and related costs and The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain Bidder/prospective Bidder

from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including a right for damages.

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

**23.25 Merger and Amalgamation**

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

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

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

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

23.25.5 On the Banks' request, the Banks and the Bidder shall prepare and implement an integration plan to integrate the technology services of the acquired entity with that of the relevant Bank.

23.25.1.1 If the assignment of the Project to the resultant entity does not result in any addition to the scope of work or in the resources required to provision the Project, under the Transaction Documents, then the Bidder shall continue to discharge its obligations to the resultant entity in the same manner as to the Banks, at no additional cost.

23.25.1.2 If there are any additions to the SOW or resources, with regard to the provision of the Project to be provided to the resultant entity, such additions shall be implemented through the Change Control Procedure on mutually agreement terms and conditions.

**23.26 Agreement and Invoice Raising Mechanism**

23.26.1 Bidder needs to sign an agreement with Bank within 30 working days of acceptance of Purchase Order.

23.26.2 As the solution is offered for Karnataka Gramin Bank and Kerala Gramin Bank, Bidder shall raise the invoices related to common services (common URLs/common takedowns/common services) for KAGB and KGB at 60%-40% ratio. However, for URLs / takedowns / services of respective Banks, Bidder shall raise the invoices on the respective

Bank only. Before raising each quarter invoices, Bidder shall discuss & obtain the sign-off on the above demarcation with the concerned team of the Bank and invoice shall be raised accordingly. Sign-off copies shall be enclosed along with invoice to enable the Bank to process the invoices.

Billing address and GSTIN of each Bank will be provided by the Bank to the successful Bidder while placing the Purchase Order.

23.26.3 However, for all coordination related to payment release, penalty calculations and for any other clarification Bidder needs to liaise with Canara Bank RRBs Project Office, Bengaluru.

**23.27 Infrastructure**

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

**23.28 Information Security and Audit**

23.28.1. Bidder will have to comply with all the present and future provisions of the Information Security Policy/NPCI Guidelines/Guidelines of RBI, Respective Govt. Agencies and the Bank and provide such regulatory requirements at no additional cost to bank during the service contract period. The Solution may be audited by RBI/any other Regulatory Authority and any observation pointed out by these bodies have to be complied by the vendor within the timelines stipulated by the regulatory agencies, without any additional cost to the Bank. The offered solution shall be subjected to Bank's audit through off-site and on-site scrutiny at any time during the contract period. The auditors may be internal/ external. The vendor should provide solution and implementation for all the audit points raised by bank's internal/external team during the contract period, within the stipulated timelines, without any extra cost.

**23.29 Services Rendered**

23.29.1 Any bank specific services payment invoice needs to be marked under proper GSTN Number.

**General Manager**
**Karnataka Gramin Bank**

## ANNEXURE – 01
## Eligibility Criteria Declaration

To Date: DD/MM/YY

**General Manager**
**Karnataka Gramin Bank**
**Canara RRBs CBS Project Office, 19-19/1,**
**IIIrd Floor, Above Canara Bank Regional Office, Southend Road, Basavanagudi,**
**Bengaluru - 560 004**

Dear Sir,

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

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

| Sl no | Eligibility criteria | Supporting documents | Bidder Response |
|---|---|---|---|
| 1 | The bidder should be a partnership firm registered under LLP Act, 2008/Indian Partnership Act,1932 or registered company in India as per Companies Act 1956 or 2013 and should have been in operation for last 5 years as on RFP date. | Copy of Certificate of LLP registration,<br>OR<br>Copy of Certificate of Incorporation in case of Public limited Company,<br>OR<br>Certificate of Incorporation in case of Private Limited company issued by Registrar of companies. | |
| 2 | The Bidder should not be from a country which shares a land border with India unless the bidder is registered with the Competent Authority (as detailed in Office Memorandum – F.No.6/18/2019-PPD of Department of Expenditure, MoF : Insertion of rule 144(xi) in the GFRs ,2017 dated 23.07.2020). Bidder from a country which share a land border with India means:<br>a. An entity incorporated, established or registered in such a country; or<br>b. A subsidiary of an entity incorporated, established or registered in such a country; or<br>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or<br>d. An entity whose beneficial owner is situated in such a country; or<br>e. An Indian (or other) agent of such an | A declaration in letterhead of the firm /company as per Appendix 17 is to be submitted. | |

| | | | |
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| | entity; or<br>f. A natural person who is a citizen of such a country; or<br>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above | | |
| 3 | The Bidder must have 3 years of experience in the field of implementation and monitoring of Information Security Business for Government Department/PSU/ Public Sector Bank/Private Sector Bank in India i.e. for the years<br>**2017-18**<br>**2018-19**<br>**2019-20** | Bidder to provide the details of the services being provided on the Letter head of their Client<br>OR<br>Provide the PO/Reference Letter in their name issued by the client for availing the services. | |
| 4 | The Bidder should have a minimum Turnover of Rs. 5 (Five) Crores per annum from IT sales in each of the last three financial years, i.e.<br>**2017-18**<br>**2018-19**<br>**2019-20** | Audited Financial statements for the financial years (2017-18,2018-19,2019-20)<br>And<br>CA Certificate indicating the IT sales Turnover for the previous financial years mentioned above. | |
| 5 | The Bidder should have a positive net worth during these three financial years as mentioned above. | Certified / Audited Balance Sheets and P&L statements for last 3 years should be submitted in support of the profitability and net worth | |
| 6 | The Bidder shall be an OEM<br>OR<br>Authorized partner/dealer of OEM for providing the required Services | If the bidder is an OEM, an undertaking letter has to be submitted to this effect.<br><br>If the bidder is an authorized dealer, Manufacturer Authorization form (MAF) from OEM/s to deal/market their product/service in India need to be submitted. | |
| 7 | The bidder should have presence in India and should have support centres in both Bengaluru and Mumbai | Self- Declaration on Bidder's letter head signed by authorized signatory | |
| 8 | Blacklisting or debarring of the Bidder by any Government entity, Bank or Financial Institution should not be in vogue as on date of submission of Bid. Bidder must certify to that effect. | Self- Declaration on Bidder's letter head signed by authorized signatory | |
| 9 | The Bidder should not be involved in any legal case that may affect the solvency, existence of their company or in any way that may affect capacity to provide/continue the services of the Bank. | Bidder should submit declaration to this effect in Letter head. | |
| 10 | The bidder must have minimum five (5) IT Security professionals, on payroll, having degree equivalent to Bachelor of Engineering (B.E.)/Bachelor of Technology (B. Tech)/ | Bidder should submit declaration with the details of the professionals in the Letter head. | |

| | | | |
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| | Master's in computer application (MCA) along with certifications like CISA/ CISSP/ CISM/CEH/CCNP. | | |
| 11 | The Bidder should have at least one of the following accreditations/ certifications which is valid as on submission date of this RFP<br>A) ISO 9000 / 9001<br>B) ISO 27001:2005 or equivalent<br>C) ISO 27001:2013 | Certificate copy to be provided | |
| 12 | The services proposed by the Bidder/ the OEM should have been provided in at least One Scheduled Bank in India with minimum of 500 branches during the last three years and **the services must be currently running.** | Relevant Credential letters including letter from the client on the current status<br>OR<br>Purchase Order along with Self Declaration certifying to that effect, signed by CFO / Person Authorized by CFO, along with the<br>Seal of the Bidder's company / firm. | |
| 13 | The bidder should have a Primary and Backup Datacenter for providing 24*7*365 monitoring of Bank websites and Public facing applications for in-scope services. | Copies of relevant documents/ certificates should be submitted as proof in support of the claims made | |

**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.**

**Signature with Seal**

**Name:**

**Designation:**

**NOTE:**

1 In case of business transfer where Bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired Business may be considered
2 Bidders need to ensure compliance to all the eligibility criteria points.
3 In case of corporate restructuring of a company, certificate of incorporation, financial statements, credentials prior to such restructuring to be furnished.
4 Scheduled Bank refer to Public sector / Private Banks/ Regional Rural Banks in India only.
5 The Bank will check compliance of the bidder's submission with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): 'Commission has decided that in all cases of procurement, the following guidelines may be followed:
   - In a RFP, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of 'item/product' in the CVC guidelines refer to 'the final solution that bidders will deliver to the customer'.
   - If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same RFP for the same item/product.
6 The final solution mentioned above refers to the solution based on the scope given in this RFP.
7 The decision of the bank shall be final and binding in this regard. Any deviations will be ground for disqualification.

| KARNATAKA GRAMIN BANK | |
|---|---|
| **ANNEXURE 02** | **KaGB: Project Office:RFP:01/2020-21** |
| **Minumum Technical Specifications for 24/7 Monitoring and Managed Services towards Anti-Phishing, Anti-Malware, Anti-Pharming, Anti-Web Defacement, Anti-Trojan, Rogue Attacks and Dark Web Scanning** | |

| # | Features Description | Bidder Response |
|---|---|---|
| **A** | **General Features** | |
| 1 | Services must be a tool based automated solution with e-mail and SMS Alerts and integrated with contemporary convergent technologies for gathering intelligence through multi sources and dark web. | |
| 2 | 24*7*365 real time monitoring and support for all the services covered for: | |
| 2.1 | Anti Phishing | |
| 2.2 | Anti Malware | |
| 2.3 | Anti Web Defacement | |
| 3 | Solution must support scanning to a depth of multiple pages | |
| 4 | Solution must support scanning of static and dynamic links | |
| 5 | Solution must support checking all website links against well-known global black list. | |
| 6 | Bidder must manage incidents for MMC infection/injecting including solution, coordination for recovery in the shortest possible time. | |
| 7 | A dash board should eb provided to the Bank with information on all incidents of phishing and its various stages of resolution | |
| 8 | Solution must provide online interface to the Bank to see previous online reports of all the websites under monitoring | |
| 9 | Solution should be able to identify potential phishing websites hosting similar content resembling the official web-site. | |
| 10 | Solution should provide for identification of any sensitive documents/information pertaining to the bank available on the internet and Dark Web. | |
| 11 | Solution should be able to identify potential brand infringements and affiliations risk related to misuse of bank's logo on 3rd party website. | |
| 12 | Solution should provide for identification of fake recruitment schemes claiming affiliation with the bank. | |
| 13 | Solution should have ability to identify and alert bank, on the bank and customer related data posted for sale on the dark web by use of intelligence tools integrating with convergent technologies to inspect threats /data related to bank existing in deep/ dark web. | |
| 14 | Solution should have ability to detect potential infringements and malicious websites by use of contemporary convergent technologies like threat intelligence, Software robotics etc. | |
| 15 | Solution should not impact the functioning of website. Any configuration done on the Bank's infrastructure for the purpose of monitoring should not impact or degrade the performance of the website. | |
| 16 | Vendor should assist the Bank in forensic investigation for in scope domains and mobile apps. Vendor should note that forensic analysis or investigation will not be entrusted on them, however the Vendor should provide support and details for assisting the Bank in analysis and investigation. | |
| **B** | **Anti Malware and Anti Website Defacement** | |
| 1 | The solution should support industry standard reporting including OWASP top 10 categorizing | |
| 2 | The solution should support Authenticated scanning with different authentication methods including Form, HTTP basic, NTLM and digest | |
| 3 | The solution should have Malware scanning feature | |

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| 4 | The services is required to be provided with comprehensive scanning of URLs/Websites and provide report in various possible ways | |
| 5 | Bidder must provide solution for 24X7 monitoring for Malicious Mobile Code (MMC) infection of the websites i.e. 24x7x365 monitoring / scanning of internet facing web applications of the Bank for real time detection of malware injection. | |
| 6 | The solution should be able to provide wesbite page ***scanning without*** skipping (No skipping of page scanning) | |
| 7 | The bidder has also to suggest suitable counter measures to safeguard against such threats (MMC) and advise /assist to eradicate it on utmost priority. | |
| 8 | Monthly and other ad-hoc reports to be provided as per the requirement and format provided by the Bank. | |
| 9 | The service should include detection of malicious code injection and injection of links to malicious code including static code, JavaScript and VBscript etc. | |
| 10 | Website domain tracking analysis to detect phishing sites. | |
| 11 | Blocking of the phishing sites in web browsers. The bidder needs to have tie-ups with Browser providers such as Google, Mozilla, Microsoft and agencies like Cert-In for blocking the phishing sites. | |
| 12 | Taking down of phishing sites anywhere in the world either on Vendor's own reach or through partnerships. The Bidder should have alternative response mechanisms other than web site take down to minimize impact of phishing. | |
| 13 | The vendor should have the ability to identify defacement of Bank website and corresponding WebPages through a combination of automated scans and manual analysis. | |
| 14 | The vendor should have the ability such that only genuine defacements are informed to Bank and false positives are minimized. | |
| **C** | **Early Phishing Detection:** | |
| 1 | Wide coverage of web, social media and email sources to detect newly configured phishing attacks, often before they are fully launched. | |
| 2 | 24x7x365 real monitoring for phishing attacks. | |
| 3 | Implementation of real time detection mechanisms and alerts. | |
| 4 | Implementation of watermark and other means/techniques for each website. | |
| 5 | Performing the services for detecting anti - phishing mechanisms such as referrer logs, watermarks etc. | |
| 6 | Track hosting of phishing sites through implementation of watermark and other Means. | |
| 7 | Monitoring similar domain name registration. | |
| 8 | Provide need based analysis on suspicious e-mail messages. | |
| 9 | Monitoring spam traps to detect phishing mails | |
| 10 | Should have mechanism to call, mail and send sms to Bank on the basis of severity of incident. | |
| **D** | **Domain and Social Media for Impersonation Monitoring:** | |
| 1 | Analysis of social networks such as Facebook, Twitter, Linkedin etc. and domain registrations to find fake social profiles, malicious mentions and similar domains that impersonate our Bank and compromise customer information. | |
| **E** | **Rogue Mobile Application Protection:** | |
| 1 | Detect and remove unauthorized applications imitating your official app from third-party app stores. Help Bank to reduce the risk of customers inadvertently downloading imposter apps. | |
| 2 | Monitor any fraudulent mobile applications targeting Bank's customers to capture their credentials for fraudulent transactions. | |
| 3 | Remove fraudulent mobile applications targeting Bank's customers to capture their credential hosted on popular app stores provided by companies such as Google, Apple and Microsoft etc. | |
| 4 | Taking down of fraudulent mobile apps in the world targeting Bank Customers. | |
| **F** | **Dark Web/Deep Web Scanning for sensitive information pertaining to Bank:** | |

| | | |
|---|---|---|
| 1 | The Vendor has to provide threat monitoring solution that penetrates the restricted cybercrime zone known as the Dark Web looking for compromised sensitive data to proactively mitigate impact after breaches. | |
| 2 | Monitor Cyber Crime Forums on clear web as well as dark web/deep web. | |
| 3 | Monitor Networks known to be sources of attacks and low points of collection of compromised data. | |
| 4 | Maintain or have direct access to data from honey pots or network or sensors ***to*** collect data on threat. | |
| 5 | The vendor needs to perform Dark Net/Deep Web forum monitoring for bank registered brand. The vendor should Monitor underground forums, IRC chat rooms, the open web (OSINT) and other communication channels where cybercriminals congregate to sell/buy services and tools and exchange knowledge for banks brand | |
| 6 | The vendor needs to monitor sensitive data such as but not limited to Personal Identifiable Information (PII) such as Customer/Employee data, Compromised banking credential/account monitoring, Credit card I Debit card BIN range monitoring of the bank, leaked source code, technical informational data used to target corporate systems, Vulnerability/ exploit monitoring and correlation with respect to the bank infrastructure, Hactivist tracking and intelligence correlation with respect to the bank. | |
| **G** | **Brand Protection and Monitoting** | |
| 1 | 24x7 anti-phishing, anti-Trojan, and anti-malware service to scan critical websites and Mobile Apps identified by Bank for the tenure of the Contract. | |
| 2 | Any newly launched websites and Mobile Application by the Bank in future to be scanned without any cost incurred to the Bank | |
| 3 | The solution provider should be able to Initiate the responses as per Bank's request | |
| 4 | The service provider is required to perform takedown services subject to identified threat and subsequently bank's approval | |
| 5 | Access to Dashboard view of the risks and threats identified through the Anti-Phishing and threat intelligence services | |
| 6 | Monitoring of all major mobile application marketplaces for counterfeit, copycat apps, or apps infringing trademarks, linking to pirated content, attempting phishing attacks or distributing malware | |
| 7 | Prompt submission of enforcement notices and for the removal of rogue or infringing applications | |
| 8 | Bidder must have capability for monitoring of similar sounding domain name registrations and alerting the Bank if ***this*** is detected | |
| 9 | 24x365 proactive monitoring of World Wide Web etc. for Phishing, Brand Abuse and any other threat or exploitation of vulnerabilities which lead to compromising of credentials of the customers unknowingly directed against the customers of the Bank. | |
| 10 | Detection and advisories of the attacks anywhere in the world within the minimum possible time. For the purpose of detection, service provider may use any technique or combination of techniques. | |
| 11 | ***Continous*** scanning of all the websites/apps of the Bank to detect any type of blacklisted links, suspicious activities etc. Reporting to Bank the exact nature and location of the infection ***for speedy removal of the infection / abnormality*** . | |
| 12 | Proactive Monitoring of major Mobile App stores and blocking/Shutting down of Malicious App/Trojan used agasint the bank. | |
| 13 | Reporting to Bank in line with regulatory requirements about all the attacks and providing detailed information through email & online dashboard | |
| 14 | Take up and coordinate the cases with CERTs and / or other legal agencies of any country in consultation with Bank. | |
| 15 | Monthly and other ad hoc reports to be provided as per the requirement and format provided by the bank | |
| 16 | Additional Login IDs for bank need to be created which will be utilized for activities like logging of incidents, ascertaining status of current/closed incident, generating reports of the reported incidents etc as per requirement of the bank. | |
| 17 | Service provider should provide feasibility for entering the details of websites/apps of the bank which need to be whitelisted so that these sites are not taken down | |

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| 18 | Establishing and maintaining contacts with service providers, browser developers and other major agencies such as CERT, global security Working Group / Data Security Council etc. to ensure effective closure of incidents. |
| 19 | Taking all necessary security aspects into account to ensure the confidentiality and integrity of the data related to above service. |
| 20 | Ability to monitor incidents related to brand abuse |
| 21 | Ability to monitor all kind of incidents given below: |
| 21.1 | Phishing |
| 21.2 | Pharming |
| 21.3 | Trojan |
| 21.4 | Brand Abuse |
| 21.5 | Compromised Servers |
| 21.6 | Domains (Old/New) similar to the Bank |
| 21.7 | Rogue Mobile Apps |
| 22 | Ability to close any incident within the earliest possible time, take proper counter measures wherever required, ensuring continuous monitoring for repeated incidents and maintaining sufficient contacts with Major leading browser developers, ISPs, countries there is a tie up with ISPs, SI / OEM member of Anti-Phishing Work Group / Data Security council. to act on behalf of the bank for timely closure of incidents |
| 23 | Support many international languages in which service provider able to communicate with the fraudsters |
| 24 | Legal support in the form of communication with CERTin/Cyber Crime (with special permission from the Bank). Technical support should be provided on a continuous basis |
| **25** | **Provision of Dashboard that should have all the following features:** |
| 25.1 | Display of high and low level reports |
| 25.2 | Regular update of incidents |
| 25.3 | Customized reports/ option to process adhoc queries |
| **26** | **The services should provide Forensics capability and must ensure the following functionalities:** |
| 26.1 | · Comprehensive analysis |
| 26.2 | · Extracting critical data |
| 26.3 | · Providing critical information to the customer as per the nature of the incident. |
| 26.4 | · Ability to provide data for investigation purposes |
| **27** | **Providing advisory services in the form of:** |
| 27.1 | · Advisor***y/awareness*** for online threats |
| 27.2 | · Presentations in a quarter |
| 27.3 | · Review calls |
| 27.4 | · Intelligence alerts |
| 27.5 | · High and low level reports on a monthly basis |
| 27.6 | · Regular alerts on critical vulnerabilities |
| 27.7 | · Articles and white papers |
| 27.8 | · Tools and other methods used by the fraudster against the Bank |
| 28 | The service should include Monitoring of underground forums, IRC chat rooms, the open web (OSINT) and other communication channels where cybercriminals congregate to sell/buy services and tools and exchange knowledge for customer's brand |

| | | |
|---|---|---|
| 29 | Should be able to provide general Cyber-fraud industry alerts such as receiving Threat Reports on intelligence e.g fraud trends, new scamming methodologies, new cybercrime tools and services offered in the underground, new vulnerabilities that have been discovered or are in current use by cybercriminals targeting the customer organization. | |
| **H** | **Other Services:** | |
| 1 | Assistance to Bank in identifying customers/staff affected by phishing. | |
| 2 | Assistance to the bank for coordination with law enforcement agencies, CERT-In etc. | |
| 3 | Bidder must have capability of 24x7 real monitoring and detection for malicious mobile code (MMC) infection of Bank's websites and mobile applications. | |
| **I** | **Comprehensive Reporting:** | |
| 1 | The portal should deliver a real-time view of all the components of Bank's digital threat protection. | |
| 2 | The vendors should provide an all-encompassing dashboard illustrates threat data, including volume by source and category, and takedown status. | |
| 3 | Users should be able to set up email alerts, create online or printed reports, request takedowns. | |
| 4 | Ability to integrate data with other systems with REST APIs. | |
| 5 | Providing incident reports on phishing attacks and fraudulent apps involving threat analysis and threat categorization. | |
| 6 | Monthly / quarterly reports containing details such as time for detection to closure of each incident, medianI average of all incidents closed in the quarter etc. | |
| **J** | **Project Completion and Management** | |
| 1 | For smooth completion of project the Bidder should identify one or two of its representatives at Bengaluru as a single point of contact for the Bank. | |
| 2 | Project implementation team should be conversant with local rules and conditions to resolve the issues, if any. | |

**Annexure 03 – Business Rules for Reverse Auction**

## 1. Particulars

| Sl.No. | Particulars | Details |
|---|---|---|
| 1. | **AUCTION TO BE CONDUCTED BY (SERVICE PROVIDER)** | **e-Procurement Technologies Limited \| Auction Tiger, A 202, Wall street II, Opposite to Orient Club, Ahmedabad – 380 006 Phone: 91 79 68136814/6856 OR +91-79-40270502/589/ 592/569** |
| 2. | **WEBSITE ADDRESS FOR REVERSE AUCTION DATE OF AUCTION** | Will be intimated at a later date to the shortlisted bidders |

## 2. Online Reverse Auction

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

## 3. PROCESS OF REVERSE AUCTION:

3.1. Bank will engage the services of a Service provider for conducting Online Reverse Auction on behalf of the Bank.

3.2. For the proposed reverse auction, technically and commercially qualified Bidders having a valid digital certificate alone shall be eligible to participate.

3.3. Rules like event date and time, start price, bid decrement, extensions etc., will be communicated for compliance to the Bidder.

3.4. Reverse Auction **will normally, be for a period of ½ hour(30 minutes)**. **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. Number of extension will be unlimited**. In case there is no bid price in the last 10 minutes of closing of RA, the auction shall get closed automatically without any extension.

[The time period of RA & Maximum number of extensions & time are subject to change and will be advised to eligible bidders before the start of the RA event.]

3.5. The Service Provider will provide all necessary training and assistance before commencement of online bidding on Internet. Service Provider / auctioneer is responsible for conducting training to all qualified Bidders participating in the reverse auction and bidding process. Bidder may contact the Service Provider in this regard.

3.6. Wherever it is considered necessary and asked by the Bidders or as decided by the auctioneer or by Bank, a mock auction may also be conducted for the benefit of all concerned.

3.7. Each Bidder shall participate in the training/ mock auction at his / their own cost. Bidder / Authorised representatives of the Bidders named in the authorization letter given by the Bidder shall be given with a unique user name, password by the Service Provider /

auctioneer. Each Bidder / Authorised representatives shall change the password after receipt of initial password from Service Provider.

3.8. Reverse auction will be conducted on a scheduled date & time and the same shall be communicated in advance.

3.9. **Bidders have to submit the compliance form in the prescribed format**, if any, provided by Service Provider before start of Reverse Auction. Without this the Bidder will not be eligible to participate in the event.

3.10. Start price (exclusive of taxes) for the Reverse Auction will be notified by the Bank. This start price can be either of the following:

3.10.1. Lowest quote amongst the bidders

3.10.2. Quote determined by the Bank through a mechanism of price discovery/industry prevalent rates

3.11. All the bids made from the login ID given to Bidder will be deemed to have been made by the Bidder to whom login ID and password were assigned by the Service Provider / auctioneer.

3.12. Any bid once made through registered Login ID / password by the Bidder cannot be cancelled. The Bidder, in other words, is bound to supply the items as per the RFP at the bid price offered during the Reverse Auction.

3.13. Every successive bid by the Bidder being decremented bidding shall replace the earlier bid automatically and the final bid as per the time and login ID shall prevail over the earlier bids.

3.14. The Bank shall conduct the reverse auction as per the Standard English reverse auction, that is, no two bids can have identical price from two different Bidders. In other words, there shall never be a "Tie" in bids.

3.15. At the end of Reverse Auction event, the lowest Bidder value will be known on the network.

3.16. **The lowest Bidder has to submit the duly signed filled-in prescribed format along with break-up as provided on case-to-case basis to the Bank within 48 hours of auction without fail as per Appendix 13 – Price bid confirmation post reverse auction.**

3.17. **Any variation between the online Bid value and the signed document will be liable for rejection of the Bid, forfeiture of the Bid Security etc., and the Bidder may be disqualified to conduct business with the Bank in future.**

3.18. The Reverse Auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.

3.19. The Service Provider at the end of each Reverse Auction shall provide the Bank with all details of the bids and reports of Reverse Auction.

3.20. Bank's decision on award of Contract shall be final and binding on all the Bidders.

**4. Rules and Terms & Conditions of Reverse Auction:**

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

**1. Definition :**

"Banks" means Karnataka Gramin Bank & Kerala Gramin Bank

"Bank" means Karnataka Gramin Bank

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

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

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

**2. Eligibility of Bidders to participate in Reverse Auction:**

a. Bidders who are qualified in terms of the relative Terms & Conditions of the RFP and accept the Rules and Terms & conditions of Reversion Auction and submit the undertaking as per the prescribed format in Appendix 09 – Reverse auction compliance statement can only participate in Reverse Auction related to the procurement for which RFP is floated.

b. Bidders not submitting the above undertaking or submitting the same with deviations / amendments thereto will be disqualified from further evaluation / participation in the process of relevant procurement.

c. 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.

d. Bidders participating in Reverse Auction shall submit the following duly signed by the same Competent Authority who signs the offer documents in response to the RFP floated by the Bank.

e. Undertaking letter for acceptance of Rules for Online Reverse Auction and Letter of Authority authorizing the name/s of official/s to take part in Reverse Auction as per the format Appendix 09 – Reverse Auction compliance statement

f. Agreement between Service Provider and Bidder. This format will be given by the service provider prior to announcement of Reverse Auction.

**3. Training**

a. The Service Provider shall impart training on the Reverse Auction to representatives of all eligible Bidders for participation in Reverse Auction.

b. All rules & procedure related to Reverse Auction will be explained during the training.

c. The Bank/Service Provider may also conduct a "Mock Reverse Auction" to familiarize the Bidder/s with Reverse Auction process.

d. Date, Time, Venue etc. of training will be advised at appropriate time.

e. Eligible Bidder / his authorized nominee has to attend the training as per the schedule and at the specified venue at his / Bidder's own cost.

f. No request from the Bidders for change in training schedule and/or venue will be entertained.

g. However, Bank reserves the right to postpone / change / cancel the training schedule for whatsoever reasons without assigning any reasons there for, even after its communication to eligible Bidders.

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

**4. Reverse Auction Schedule:**

a. The date & time of commencement of Reverse Auction and its duration of time shall be communicated to the eligible Bidders prior to the Reverse Auction date.

b. Bank reserves the right to postpone / change / cancel the Reverse Auction event even after its communication to Bidders without assigning any reasons thereof.

c. 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.

d. During English Reverse (no ties) Auction, if no bid is received within the specified time, the Bank, at its discretion, may decide to revise Start price / scrap the Reverse Auction process / proceed with conventional mode of tendering.

e. Bank / Service Provider will in no way be responsible for any failing of systems / communications etc. In such a case FAX/EMAIL can be sent to Service Provider giving sufficient time for service provider to upload in their systems. Bank's decision will be final in this matter. No correspondence shall be entertained in this matter.

**5. Bidding Currency:**

a. Bidding will be conducted in Indian Rupees (INR).

**6. Start Price(CAP Price):**

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

**7. Decremented Bid Value:**

a. The bid decrement value will be specified by Bank before the start of Reverse Auction event. It can be a fixed amount or percentage of Start Price or both whichever is higher or as determined by the Bank.

b. Bidder is required to quote his bid price only at a specified decremented value which may be informed to the technically qualified Bidders during Reverse Auction.

c. 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.

d. Bid decrement value shall be rounded off to nearest 100s or 1000s.

**8. Web Portal and Access:**

a. 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.].

b. Service Provider will make all necessary arrangement for fair and transparent conduct of Reverse Auction like hosting the web portal, imparting training to eligible Bidders etc. and finally conduct of Reverse Auction.

c. 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.

d. In the event of failure of their internet connectivity (due to any reason whatsoever it may be)

   i. It is the Bidders responsibility/ decision to send fax/email communication immediately to Service Provider furnishing the bid price, they want to bid online, with a request to upload the faxed/email bid price online so that the service provider will upload that price online on behalf of the Bidder.

   ii. It shall be noted clearly that the concerned Bidder communicating this price to Service Provider has to solely ensure that the fax/email message is received by Service Provider in a readable / legible form and also the Bidder should simultaneously check up with Service Provider over phone about the clear receipt of the bid price faxed/emailed and the Service Provider has entered the same in the system.

   iii. It shall also be clearly understood that the Bidder shall be at liberty to send such fax/email communications of prices to be uploaded by Service Provider only before the closure of Reverse Auction time and under no circumstances it shall be allowed beyond the closure of Reverse Auction event time. No fax/email will be entertained during the last extension in the extended period.

   iv. Such Bidders have to ensure that the Service Provider is given reasonable time by the Bidders, to upload such faxed/emailed bid prices online and if such required time is not available at the disposal of Service Provider at the time of receipt of the fax/email message from the Bidders, Service Provider will not be uploading the bid prices. It is to be noted that neither the Bank nor the Service Provider will be responsible for these unforeseen circumstances.

e. In order to ward-off such contingent situation:

   i. Bidders are advised to make all the necessary arrangements / alternatives such as back -up power supply, whatever required so that they are able to circumvent such situation and still be able to participate in the Reverse Auction successfully.

   ii. Bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations.

   iii. Failure of power at the premises of Bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction.

   iv. On account of this the time for the auction cannot be extended and Bank is not responsible for such eventualities.

   v. 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.

f. For making the process of Reverse Auction and its result legally binding on the participating Bidders, Service Provider will enter into an agreement with each Bidder, before the start of Reverse Auction event. Without this Bidder will not be eligible to participate in the event.

g. Neither Bank nor service provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc. Bank's decision will be final in this regard. Bank will not entertain any correspondence in this regard.

**9. TRANSPARENCY IN BIDS:**

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

**10. MASKING OF NAMES:**

a. Bidder will be able to view the following on their screen along with the necessary fields in Reverse Auction :
   i) Opening Price
   ii) Leading / Lowest Bid Price in Auction (only total price)
   iii) Last Bid Price placed by the respective Bidder.

b. Names of Bidders/ Bidders shall be anonymously masked in the Reverse Auction process and Bidders will be given suitable dummy names.

c. After completion of Reverse Auction, the Service Provider / auctioneer shall submit a report to the Bank with all details of bid and the original names of the Bidders as also the L1 Bidder with his / their original names.

**11. Finalization of the Bidder:**

a. 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.

b. Upon receipt of above information from Service Provider, Bank will evaluate the same and will decide upon the winner i.e. Selected Bidder. Bank's decision on award of Contract shall be final and binding on all the Bidders.

c. Selected Bidder has to fax/email the duly signed filled-in prescribed format as provided on case-to-case basis to Bank within 24 hours of Reverse Auction without fail. The original signed Appendix 13 – Reverse Auction price bid confirmation should reach the Bank within 48 hours of Reverse Auction without fail along with the break-up figures as per price schedule as per Appendix 01 – Bill of materials.

d. Any variation between the on-line Reverse Auction bid price and signed document will be considered as sabotaging the RFP process and will invite disqualification of Bidder/vender to conduct business with Bank as per prevailing procedure.

e. Selected Bidder has to give break-up of his last/lowest bid price as per Bill of Material at the end of Reverse auction event within 24 working hours without fail.

f. Selected Bidder is bound to supply at their final bid price of Reverse Auction. In case of back out or failure to supply as per the rates quoted, Bank will take appropriate action against such Bidder and / or forfeit the Bid Security amount, debar him from participating in future.

g. In case Bank decides not to go for Reverse Auction related to the procurement for which RFP is floated and price bids if any already submitted and available with Bank shall be opened as per Bank's standard practice using the closed sealed commercial bids.

**12. Bidder's Obligation:**

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

b. Bidder shall not divulge his Bid details to unauthorized parties

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

a. Any change in the Rules as may become emergent and based on the experience gained shall be made only by a Committee consisting of Senior Executives of Bank.

b. Bank reserves the right to modify / withdraw any of the Business Rules and Terms & Conditions of Reverse Auction at any point of time.

c. Modifications of Business Rules and Terms & Conditions of Reverse Auction will be made available on website immediately.

d. Modifications made during the running of Reverse Auction event will be informed to participating Bidders immediately.

**14. Errors and Omissions:**

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

**********End of Document**********

## Appendix 01 - Bill of Materials (RFP no. KAGB:Project Office:RFP:01/2020-21)

## Karnataka Gramin Bank - RFP for 24/7 Monitoring and Managed Services towards Anti-Phishing, Anti-Malware, Anti-Pharming, Anti-Web Defacement, Anti-Trojan, Rogue Attacks and Dark Web Scanning

| | **Important Instructions: All Bidders have to compulsorily adhere to the following:** |
|---|---|
| I | **Overall** |
| 1 | The bidder is expected to quote the costs for all items required for fully complying with the requirements of the RFP and the addenda in the respective sections of the price bid. The prices for the respective sections would be deemed to include all components required to successfully implement and maintain the services for the contract period. |
| 2 | Bank is not responsible for any arithmetic errors in the commercial bid details sheet committed by the shortlisted bidders, however, if there are any computational errors the Bank will evaluate the Bid as per provisions contained under RFP document. |
| 3 | The bidder is expected to specify the type of licences along with the details with respect to quantity/rate/etc, wherever applicable |
| 4 | In case the bidder includes/combines any line item as part of any other line item in the commercial bid, then this has to be clearly mentioned in the description indicating the line item which contains the combination |
| 5 | The bidder has to quote for each line item. If any line item is part of the services proposed in the RFP response, it has to be referenced. If it is not applicable, then the Bidder has to mention Not Applicable (NA). |
| 6 | Refer to the RFP for the tax details, thus certain Tax information is to be mentioned separately in this Bill of Material. The TAX TYPE and PERCENTAGE should be clearly mentioned in the masked and the unmasked versions of the Bill of Materials. |
| 7 | These details should be submitted on the letterhead of the Bidder and each and every page should be signed by an Authorised Signatory with Name and Seal of the Company. |
| 8 | The Bidders should quote as per the format of Bill of Materials **ONLY** and a masked replica of the Bill of Materials should be enclosed in the technical bid. |
| 9 | Bidder is required to cover component by component licensing details for each of the hardware and software components proposed to the Bank. |
| 10 | The masked Bill of Materials which would be submitted as part of the Technical Bill of Material should contain **"XX"** for ALL the corresponding commercial values that will be present in the unmasked Bill of Material that will be part of the Commercial submission. |
| 11 | Do not change the structure of the format nor add any extra items. |
| 12 | All amounts in the Bill of Material should be in INR |

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

**SUMMARY OF COSTS**

| | Items | Total Amount exclusive of Tax for 3 years (INR) | Tax % | Total Tax Amount | Total Amount including Tax for 3 years(INR) |
|---|---|---|---|---|---|
| A | Monitoring Services for Karnataka Gramin Bank and Kerala Gramin Bank (Anti Phishing, Anti Malware, Anti Web Defacement, Anti Pharming, Anti Trojan, Rogue attacks etc) (This cost includes cost for takedown of 200 phishing sites in a year.) | | | | |
| B | Additional Cost - Monitoring of Websites/Mobile Applications and Takedowns | | | | |
| | TOTAL COST OF OWNERSHIP (TCO) | | | | |

NOTE:-

i. The unutilized takedowns per year should be carry forwarded to next year during the contract period from the date of start of services.

| A. Monitoring Services Cost | | | | | | |
|---|---|---|---|---|---|---|
| | | | | | | |
| **Items for 24*7 Monitoring services** | **Monitoring Charges as per SoW per Year (INR) (A)** | **Tax % (B)** | **Tax Amount (INR) (C = A*B)** | **Total Amount inclusive of Taxes (INR) D = (A+C)** | **No. of Years (E)** | **Total Amount including Tax for 3 years (INR) (F=D*E)** |
| 24/7 monitoring services of Websites and Mobile Applications for Anti Phishing, Anti Pharming & Anti Trojan etc (This cost includes cost for takedown of 200 phishing sites in a year for KGB & KAGB together) | | | | 0 | 3 | 0 |
| 24/7 monitoring services of Websites and Mobile Applications for Anti Malware | | | | 0 | 3 | 0 |
| 24/7 monitoring services of Websites for Anti Web defacement | | | | 0 | 3 | 0 |
| 24/7 monitoring services Mobile Applications for Rogue attacks | | | | 0 | 3 | 0 |
| Darknet/ Deepweb scanning services | | | | 0 | 3 | 0 |
| *Any Other, (Please specify)* | | | | 0 | 0 | 0 |
| **Total Cost for 24*7 monitoring services** | | **0** | **0** | **0** | | **0** |
| **NOTE: The cost should be for the number of Websites & Mobile Applications mentioned under Clause 17 of RFP for both Banks.** | | | | | | |

**B. Additional cost**

| 1. Cost for Additional Monitoring | Qty | Unit Rate | Total Amt (INR) | No. of years | Tax Type | Tax Percentage | Tax Value (INR) | Total Amount including Tax (INR) |
|---|---|---|---|---|---|---|---|---|
| **A. Websites - Additional** | | | | | | | | |
| 24/7 monitoring services of websites for Anti Phishing, Anti Pharming & Anti Trojan, etc | 10 | | 0 | 3 | | | | 0 |
| 24/7 monitoring services of websites for Anti Malware and Anti Web defacement | 10 | | 0 | 3 | | | | 0 |
| 24/7 monitoring services for Rogue attacks | 10 | | 0 | 3 | | | | 0 |
| **B. Mobile Applications - Additional** | | | | | | | | |
| 24/7 monitoring of Mobile applications for Anti-phishing, Anti-Pharming & Anti Trojan | 10 | | 0 | 3 | | | | 0 |
| **Total Additional Cost of (A + B)** | | | **0** | | | | | **0** |

| 2. Cost for Additional Takedown | Qty | Unit Rate | Total Amt (INR) | No. of years | Tax Type | Tax Percentage | Tax Value (INR) | Total Amount including Tax (INR) |
|---|---|---|---|---|---|---|---|---|
| Website/ Applications | 50 | | 0 | 3 | | | | 0 |
| *Any Other, (Please specify)* | | | 0 | | | | | 0 |
| **Total Additional cost of B** | | | **0** | | | | | **0** |
| **GRAND TOTAL of 1 & 2** | | | **0** | | | | | **0** |

**NOTE: No. of Websites/Apps/Takedowns mentioned (per year) are indicative only. The quantity may vary from time to time in total. Prices quoted should be valid during the period of contract from the date of start of services.**

## Appendix 02 – Bid Undertaking/Covering Letter

To Date: DD/MM/YY

General Manager
Karnataka Gramin Bank
Canara RRBs CBS Project Office, 19-19/1,
IIIrd Floor, Above Canara Bank Regional Office, Southend Road, Basavanagudi,
Bengaluru - 560 004

**Dear Sir,**

**SUB: RFP for Selection of Vendor for "24/7 Monitoring and Managed Services towards Anti-Phishing, Anti-Malware, Anti-Pharming, Anti-Web Defacement, Anti-Trojan, Rogue Attacks and Dark Web Scanning"**

**REF**: **Your RFP No.: 01/2020-21 dated 31.12.2020**

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

1. Having examined the tender documents including all annexures and appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer implementation of ALL the services mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your organization in conformity with the said tender documents in accordance with the Bill of Materials and made part of this Tender.

2. If our Bid/Offer is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document. We agree to abide by the offer validity for 180 days from last date of opening of commercial bid and our offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

3. We have quoted for all items as requested by the Bank in the RFP and stand committed to deliver to the highest standards and quality as required by the Bank to meet the timelines of the project. Our bid submission is in line with the requirements of the Bank as stated in the RFP.

4. We confirm that we have factored in all costs and expenses for meeting the complete scope and deliverables of the RFP.

5. We enclose a DD/Bank Guarantee in lieu of EMD for Rs.2,00,000/- in favor of Karnataka Gramin Bank as EMD. We also agree to keep the EMD/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 fulfil 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 the tender.

6. We are completely aware of the Service Level requirements (SLA) and timelines specified by the Bank and are committed to adhering to the same. We have also clearly taken note of the

service level requirements of the Bank and expectations from us and wish to confirm that we have taken care of every aspect to meet the same.

7. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988"

8. We undertake that we have not have been blacklisted by any Government department/PSU/PSE/Bank/Financial Institution in India

9. We have clearly understood the Bank's requirements and wish to confirm that we abide by the terms and conditions of the RFP and addendums issued thereafter.

10. We confirm and understand that all arithmetical totaling errors will be corrected for the purpose of evaluation only and the consideration of that error for payment would be completely according to Bank's discretion. We also confirm and understand that for all other errors which we have made in the bid, the Bank for the purpose of evaluation will take the corrected amount based on the price quoted by us in the price sheets but the payment of such amounts would be completely according to the Bank's discretion.

11. We confirm that the prices and values quoted by us encompass the complete scope of the project and we will ensure that the quality of deliverables for the project is not affected due to any pricing pressures.

12. We will be the single point of contact/reference to the Bank. Our consortium partners confirm that they are willing to enter into back-to-back agreement that is in conformity with the deliverables and other service/uptime commitments we make to Bank as per the RFP. If requested we will share the copy of the back-to-back agreement with our consortium partner to the Bank.

13. We agree that Bank is not bound to accept the lowest or any Bid the Bank may receive without assigning any reason whatsoever.

14. We certify that we have provided all the information requested by Bank in the format requested for. We also understand that Bank has the exclusive right to reject this offer in case Bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this……..by ……..21

Authorised Signatory

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

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

## Appendix 03 – Manufacturers Authorization Form

To Date: DD/MM/YY

**General Manager**
**Karnataka Gramin Bank**
**Canara RRBs CBS Project Office, 19-19/1,**
**IIIrd Floor, Above Canara Bank Regional Office, Southend Road, Basavanagudi,**
**Bengaluru - 560 004**

Dear Sir,

Sub: RFP for _____

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

| Sl No. | Product/Service | Details |
|---|---|---|
| | | |

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

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

Yours Faithfully

Authorised Signatory
Name:
Designation
Phone No.
E_mail

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

## Appendix 04 – Conformity Letter

To,

Date: DD/MM/YY

**General Manager**
**Karnataka Gramin Bank**
**Canara RRBs CBS Project Office, 19-19/1,**
**IIIrd Floor, Above Canara Bank Regional Office, Southend Road, Basavanagudi,**
**Bengaluru - 560 004**

Dear Sir,

Sub: Our conformity letter to RFP

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

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

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

Yours faithfully,

Authorized Signatory
Designation
Bidder's corporate name

## Appendix 05 – Conformity with Hardcopy letter

To, Date: DD/MM/YY

**General Manager**
**Karnataka Gramin Bank**
**Canara RRBs CBS Project Office, 19-19/1,**
**IIIrd Floor, Above Canara Bank Regional Office, Southend Road, Basavanagudi,**
**Bengaluru - 560 004**

Dear Sir,

Sub: Our soft copies are in conformity with hard copy

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

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

Yours faithfully,

Authorized Signatory
Designation
Bidder's corporate name

## Appendix 06 - Comments on the Terms & Conditions

To Date: DD/MM/YY

**General Manager**
**Karnataka Gramin Bank**
**Canara RRBs CBS Project Office, 19-19/1,**
**IIIrd Floor, Above Canara Bank Regional Office, Southend Road, Basavanagudi,**
**Bengaluru - 560 004**

**REF**: YOUR RFP No: 01/2020-21 dated 31.12.2020

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

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

Signature of Authorizing Authority with Seal

Place:

Date:

**Note: If there are no deviations the bidder has to give his response by writing 'NIL' in the statement. If left Blank, it will be construed that there is no deviation from the specifications given above.**

**APPENDIX - 07**

**To,**
**General Manager**
**Karnataka Gramin Bank**
**Canara RRBs CBS Project Office, 19-19/1,**
**IIIrd Floor, Above Canara Bank Regional Office, Southend Road, Basavanagudi,**
**Bengaluru - 560 004**

**Pre Bid Query Format**
**RFP: KaGB: Project Office: RFP:01/2020-21**

| Sr. No | Section & Clause Ref. No./Appendix no/Annexure no | Page No. | RFP text | Query | Response to query (to be left blank by the vendor) |
|---|---|---|---|---|---|
| | | | | | |
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## Appendix 08 – Reverse Auction Compliance statement

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

To Date: DD/MM/YY

**General Manager**
**Karnataka Gramin Bank**
**Canara RRBs CBS Project Office, 19-19/1,**
**IIIrd Floor, Above Canara Bank Regional Office, Southend Road, Basavanagudi,**
**Bengaluru - 560 004**

Dear Sir,

Sub: RFP REF no. XXXX dated XX.XX.XXXX

**DECLARATION**

1. We _____(name of the company) hereby confirm having submitted our bid for participating in Bank's RFP dated _____ for _____.
2. We also confirm having read and understood the terms of RFP as well as the Rules relating to the Reverse Auction for this RFP process.
3. We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document including the Rules for Reverse Auction, all annexure, addendum, and corrigendum.
4. We shall participate in the on-line auction conducted by _____ Ltd. (Service Provider) and submit our Commercial bid. We shall agree to enter into an agreement with the Service Provider for making the process of Reverse Auction and its results legally binding on us.
5. Bank and Service Provider shall not be liable & responsible in any manner whatsoever for our failure to access & bid in Reverse Auction due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
6. We understand that in the event we are not able to access the auction site, we may authorize Service Provider to bid on our behalf by sending a fax/email containing our offer price before the auction close time and no claim can be made by us on either Bank or Service Provider regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
7. We do understand that Service Provider may bid on behalf of other Bidders as well in case of above mentioned exigencies.
8. We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
9. We shall fax the duly filled in signed Price Bid format as provided in the RFP to the Bank and to the Service provider within 24 hours of end of online Reverse Auction without fail.
10. We undertake to submit the Original confirmation of last bid price by us to the Bank as well as to the Service provider within 48 working hours of the completion of event. We also undertake to submit the Bill of Materials as per the Price Schedule of this RFP.

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

Signature of the Authorised Signatory with company seal

Name of the Authorised Signatory –
Company / Organization –
Designation within Company / Organization –
Address of Company / Organization –

Name of Authorised Representative: Mr. /Ms. _____
Designation of the Authorised Representative: _____
Signature of Authorised Representative: _____

Verified the above signature by

Signature of the Authorised Signatory Company seal Date: _____

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

To,

Date: DD/MM/YY

**General Manager**
**Karnataka Gramin Bank**
**Canara RRBs CBS Project Office, 19-19/1,**
**IIIrd Floor, Above Canara Bank Regional Office, Southend Road, Basavanagudi,**
**Bengaluru - 560 004**

**Dear Sir,**

SUB: Authorization Letter for attending the Bid Opening

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

This has reference to your above RFP.

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

The specimen signature is attested below:

Name:

_____
(Specimen Signature of Representative)

_____
Signature of Authorizing Authority

Name of Authorizing Authority
Designation:
Company Seal:

***[The authorization letter is to be carried in person and shall not be placed inside any of the Bid Covers]***

## Appendix 10 – Proposed Partners

To,

Date: DD/MM/YY

**General Manager**
**Karnataka Gramin Bank**
**Canara RRBs CBS Project Office, 19-19/1,**
**IIIrd Floor, Above Canara Bank Regional Office, Southend Road, Basavanagudi,**
**Bengaluru - 560 004**

Dear Sir,

Sub: Our Partners

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

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

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

Yours faithfully

Authorised Signatory

Designation

## APPENDIX 11 – Pro forma for Bank Guarantee

To,

Date: DD/MM/YY

**General Manager**
**Karnataka Gramin Bank**
**Canara RRBs CBS Project Office, 19-19/1,**
**IIIrd Floor, Above Canara Bank Regional Office, Southend Road, Basavanagudi,**
**Bengaluru - 560 004**

**Dear Sir,**

WHEREAS.....(Company Name) registered under the Indian Companies Act 1956/2013 and having its Registered Office at ..... India (hereinafter referred to as "the VENDOR") proposes to tender and offer in response to tender Ref. No. XXXX dated XXXXXXX. (hereinafter called the "TENDER")

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

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

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

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

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the VENDOR has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.

3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the VENDOR after expiry of the relative guarantee period of the RFP and after the VENDOR had discharged all his obligations under the RFP and produced a certificate of due completion of work under the said Tender and submitted a "No Demand Certificate "provided always that the guarantee shall in no event remain in force after the day of ..... without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

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

5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the Tender or extend the time of performance of the Tender or to postpone any time or from time to time any of your rights or powers against the VENDOR and either to enforce or forbear to enforce any of the terms and conditions of the said RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the VENDOR or any other forbearance, act or omission on your part of or any indulgence by you to the VENDOR or by any variation or modification of the RFP or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.....( Rupees.....only ) as aforesaid or extend the period of the guarantee beyond the said day of ..... unless expressly agreed to by us in writing.

6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the VENDOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the VENDOR.

7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the VENDOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.

8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the VENDOR from time to time arising out of or in relation to the said RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.

9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.

10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and now existing uncancelled and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

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

12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the VENDOR.

14. Notwithstanding anything contained herein above;
    i) our liability under this Guarantee shall not exceed Rs.....( Rupees.....only) ;
    ii) this Bank Guarantee shall be valid upto and including the date ..... ; and
    iii) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

15. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

For and on behalf of

Branch Manager

Seal & Address

## Appendix 12 – Price Bid Confirmation post Reverse Auction

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

To,

Date: DD/MM/YY

**General Manager**
**Karnataka Gramin Bank**
**Canara RRBs CBS Project Office, 19-19/1,**
**IIIrd Floor, Above Canara Bank Regional Office, Southend Road, Basavanagudi,**
**Bengaluru - 560 004**

Dear Sir,

Sub: RFP No. 01/2020-21 for "*24/7 Monitoring and Managed Services towards Anti-Phishing, Anti-Malware, Anti-Pharming, Anti-Web Defacement, Anti-Trojan Anti-Website Defacement, Rogue Attacks and Dark Web Scanning"*

Dear Sir,

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

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

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

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

Signature of the Authorised Signatory with company seal

Name of the Authorised Signatory –
Company / Organization –

Designation within Company / Organization –
Address of Company / Organization –
eMail id:
Mobile:
Tel. No:
Fax No:

**CC: Reverse Auction Service Provider (provide address)**

## Appendix 13 - 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, Sanganakkal Road, Gandhinagar, Ballari and Kerala Gramin Bank having its Head Office and 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 RFP Name and Number
"_____"
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 :……

## Appendix 14 – Checklist of Documents

| S No | Particulars | Bidder Response [YES/NO] |
|---|---|---|
| 1 | Whether Cost of Tender document (DD payable at Ballari) is submitted along with the Part I – Eligibility Bid Cover | |
| 2 | Whether EMD/Bank Guarantee submitted in the Part I – Eligibility Bid Cover | |
| 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 I – Eligibility Bid Cover. | |
| 4 | Whether all pages are authenticated with signature and seal (Full signature be affixed and not initials). Erasures/Overwriting/Cutting/Corrections authenticated Certification/Undertaking is authenticated? | |
| 5 | Whether Escalation matrix, Preventive and Breakdown/Corrective maintenance is provided? | |
| 6 | Whether address of Office on which order has to be placed is indicated in Appendix -15 ( Applicant's Profile) | |
| 7 | Whether ensured that, the separately sealed envelopes containing Part I – Eligibility Bid, Part II – Technical Bid and Part III – Indicative Commercial Bid for the subject tender are placed and sealed in another big envelope superscribed as per RFP instructions. The Name of the Bidder and Due date of the RFP is to be specified on the top of the envelope. | |
| 8 | Whether ensured Indexing of all documents submitted with page numbers? | |
| 9 | Whether replica of Price Bid (Masked price Bid) – as per Bill of Material is submitted in Part-B Technical Proposal. | |

Vendors to verify the above checklist and ensure accuracy of the same before submission of Bid.

Checked for accuracy:

Date: xx-xx-xxxx

Signature with Seal

Name

Designation

## Appendix 15 – Applicant's Profile

**[To be printed on the letter head of Bidder and should be signed by an authorised signatory with Name and Seal of Company**

**SUB:** RFP for Selection of Vendor for "24/7 Monitoring and Managed Services towards Anti-Phishing, Anti-Malware, Anti-Pharming, Anti-Web Defacement, Anti-Trojan, Rogue Attacks and Dark Web Scanning"

**REF**: Your RFP No.: 01/2020-21 dated 31.12.2020

| S No | Particulars | Details |
|---|---|---|
| 1 | Name of the Firm | |
| 2 | Constitution | |
| 3 | Date of Establishment/Incorporation | |
| 4 | Address Details<br>i. Order to be placed on which office | |
| 5 | ii. Registered Office | |
| 6 | iii. Corporate Office | |
| 7 | Telephone No.<br>Email address<br>Website | |
| 8 | Turnover :<br>2017-18, 2018-19, 2019-20 | |
| 9 | Domestic Customer Base (Number and Details of clients where the subject RFP services have been conducted) | |
| 10 | Our PAN Number for IT is _____<br>We are registered with the GST authorities and our registration number is as follows:<br>GST registration Number is _____ | |
| 11 | Our Bank Details<br>Name and Style of Bank Account<br>Name of Bank and Branch Address<br>Account Number<br>RTGS/NEFT IFS Code | |

Date: xx-xx-xxxx

Signature with Seal

Name

Designation

## Appendix 16 – Escalation Matrix

**SUB:** RFP for Selection of Vendor for "24/7 Monitoring and Managed Services towards Anti-Phishing, Anti-Malware, Anti-Pharming, Anti-Web Defacement, Anti-Trojan, Rogue Attacks and Dark Web Scanning"

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

| S No | Name | Contact levels | Full Address | Contact details |
|---|---|---|---|---|
| 1 | | Ist Level | | |
| 2 | | IInd Level (if response not received in 4 hours) | | |
| 3 | | Regional/Zonal Head (if response not received in 24 hours) | | |
| 4 | | Country Head (if response not received in 48 hours) | | |

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

Date: xx-xx-xxxx

Signature with Seal

Name

Designation

**Appendix 17 – Declaration/ Undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of Finance, Department of expenditure**

**[To be printed on the letter head of Bidder and should be signed by an authorised signatory with Name and Seal of Company**

To Date: DD/MM/YY

**General Manager**
**Karnataka Gramin Bank**
**Canara RRBs CBS Project Office, 19-19/1,**
**IIIrd Floor, Above Canara Bank Regional Office, Southend Road, Basavanagudi,**
**Bengaluru - 560 004**

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

Sir,

We, M/s ---------- are a private/public limited company/LLP/Firm <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at ----------(referred to as the "Bidder") are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

Please strike off whichever is not applicable
1. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is not from such a country."
2. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is from such a country. I hereby certify that _____ fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]"

Further In case the work awarded to us, I/ we undertake that I/ we shall not subcontract any of assigned work under this engagement without the prior permission of bank. Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfills all requirements in this regard and is eligible to be considered. [Valid

registration by the Competent Authority is attached herewith.]"

2. We, hereby confirm that we fulfil all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us through our Authorized signatory/ies after. having read and understood the Office Memorandum and Order including the words defined in the said order.

Date: xx-xx-xxxx

Signature with Seal

Name

Designation

**List of documents enclosed:**

1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)

2. …….

3. ……..

4. ……..