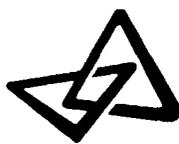


**Amendment-5 to RFP 03/2019-20 dated 03/05/2019 for Supply, Installation, Implementation, Maintenance and Support for IT-GRC (Information Technology-Governance, Risk and compliance) Solution for Canara Bank**

**It is decided to amend the following in respect of the above RFP:**

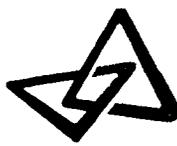
Sl. No.	Page No.	Section/ Annexure/ Appendix of the RFP	Clause No.	Existing	Amended
a.	9	B- INTRODUCTI ON	4. <u>Objective</u>	4.2 The Bank proposes to implement IT-GRC Solution from a Service Provider/System integrator who can offer a suitable, technical and cost effective solution in order to achieve the cost & time savings and process all the procurement/s with greater transparency	4.2 The Bank proposes to implement IT-GRC Solution from a Service Provider/System integrator who can offer a suitable, technical and cost effective solution.
b.	21- 22	C- Deliverables & Service Level Agreements (SLAs).	2	<u>Penalties/Liquidated Damages:</u>	Amended Penalties/Liquidated Damages is attached as Annexure.
c.	37	F- Ownership & Awarding of Contract	3. <u>Project Ownership</u>	3.1 If the bidder is offering solutions/products from other bidders/principals, as required in this RFP, they shall detail the responsibilities of the parties involved and also submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the project. The bidder must specify any and all relationships with third parties in respect of the ownership and also maintenance & support of all hardware and software related to Engagement of Application Service Provider for providing e-Procurement Services to Canara Bank which are relevant to this RFP.	3.1 If the bidder is offering solutions/products from other bidders/principals, as required in this RFP, they shall detail the responsibilities of the parties involved and also submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the project. The bidder must specify any and all relationships with third parties in respect of the ownership and also maintenance & support of all <u>hardware and software related to IT-GRC solution as per scope of this RFP.</u>





d.	39	F- Ownership & Awarding of Contract	<u>11. Order Cancellation/ Termination of Contract:</u>	<p>11.1 The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:</p> <p>11.1.1 Delay in delivery of e-Procurement services in the specified period.</p> <p>11.1.2 Serious discrepancies noted in the inspection.</p> <p>11.1.3 Breaches in the terms and conditions of the Order.</p>	<p>11.1 The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:</p> <p>11.1.1 <u>Delay in delivery of Solution beyond specified period.</u></p> <p>11.1.2 Serious discrepancies noted in the inspection.</p> <p>11.1.3 Breaches in the terms and conditions of the Order.</p>
e.	62	<u>Annexure- 7</u>	<u>Technical &amp; Functional Requirement of IT-GRC Solution</u>  <u>A. TECHNICAL REQUIREMEN TS</u>	<p>1. INFRASTRUCTURE</p> <p>1.4. The selected Bidder shall guarantee a Quarterly uptime of minimum 99% for the Backend Infrastructure (hardware/software from the date of commencement of the proposed solution. (Any planned shutdown will not be considered for calculating SLA).</p>	<p>1. INFRASTRUCTURE</p> <p>1.4. The selected Bidder shall guarantee a <u>total Monthly Solution uptime of minimum 99%</u> from the date of commencement of the proposed solution. (Any planned shutdown will not be considered for calculating SLA).</p>
f.	74	<u>Annexure- 7</u>	<u>Technical &amp; Functional Requirement of IT-GRC Solution</u>  <u>C. FUNCTIONAL REQUIREMENTS</u>	<p>1. <u>Application Security:</u></p> <p>1.14. The application may accept input at multiple points from external sources, such as users, client applications, and data feeds. It should perform validation checks of the syntactic and semantic validity of the input. It should also check that input data does not violate limitations of underlying or dependent components,</p>	<p>1. <u>Application Security:</u></p> <p>1.14. The application may accept input at multiple points from <u>various internal/external sources</u>, such as users, client applications, and data feeds. It should perform validation checks of the syntactic and semantic validity of the input. It should also check that input data does not violate limitations of</p>





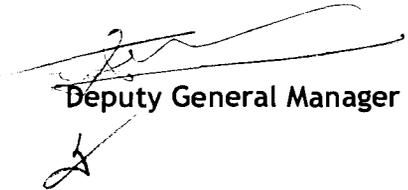
				particularly string length and character set. All user-supplied fields should be validated at the server side.	underlying or dependent components, particularly string length and character set. All user-supplied fields should be validated at the server side.
g.	75	<u>Annexure-7</u>	<u>Technical &amp; Functional Requirement of IT-GRC Solution</u>  <u>C. FUNCTIONAL REQUIREMENTS</u>	<b>3. Database Security:</b> 3.14. Sensitive data should be encrypted prior to transmission to other components. It should be verified that intermediate components that handle the data in clear-text form, prior to transmission or subsequent to receipt, do not present an undue threat to the data. The application should take advantage of authentication features available within the transport security mechanism. Specially, encryption methodology like SSL must be deployed while communicating the payment gateway over public network.	<b>3. Database Security:</b> 3.14. Sensitive data should be encrypted prior to transmission to other components. It should be verified that intermediate components that handle the data in clear-text form, prior to transmission or subsequent to receipt, do not present an undue threat to the data. The application should take advantage of authentication features available within the transport security mechanism. Specially, encryption methodology like <u>TLS 1.2 or above</u> must be deployed while communicating the payment gateway over public network.
h.	75	<u>Annexure-7</u>	<u>Technical &amp; Functional Requirement of IT-GRC Solution</u>  <u>C. FUNCTIONAL REQUIREMENTS</u>	<b>4. Hardware Requirements at Data Centre</b>  b. The proposed configuration of Hardware shall cover CPU, main memory required, storage requirement, auto-backup, dual systems for fault free operations, devices, etc. which takes into consideration the present and future volume estimates, current technology, and path for upgrade/growth. Dual system redundancies should be built in the proposed hardware to ensure the desired performance needs considering the load on the system in terms of transaction volumes,	<b>4. Hardware Requirements at Data Centre</b>  b. The proposed configuration of Hardware shall cover CPU, main memory required, storage requirement, auto-backup, dual systems for fault free operations, devices, etc. which takes into consideration the present and future volume estimates, current technology, and path for upgrade/growth. Dual system redundancies should be built in the proposed hardware to ensure the desired performance needs considering the load on the system in terms of transaction volumes,



				estimated number of users, etc. The bidder shall be responsible for providing hardware and software for backup/redundancy purposes also.	estimated number of users, etc. The bidder shall be responsible for providing hardware and software for <b>Backup &amp; redundancy</b> purposes also.
i.	76	<u>Annexure-7</u>	<u>Technical &amp; Functional Requirement of IT-GRC Solution</u>  <u>C. FUNCTIONAL REQUIREMENTS</u>	4. <u>Hardware Requirements at Data Centre</u>  h. Suitable management procedure should be deployed for regular back-up of application and data. The regularity of data backup should be in commensurate with the nature of transaction/business translated into the e-procurement system.	4. <u>Hardware Requirements at Data Centre</u>  h. Suitable management procedure should be deployed for regular back-up of application and data. The regularity of data backup should be in commensurate with the nature of Data/information captured into IT-GRC Solution.

All the other Instructions and Terms & Conditions of the above RFP remain unchanged.  
Please take note of the above Amendments while submitting your response to the subject RFP

Date: 15/06/2019  
Place: Bengaluru

  
Deputy General Manager



**2. Amended Penalties/Liquidated Damages:**

**2. Penalties/Liquidated Damages**

**2.1. Penalties/Liquidated damages for delay in Delivery of Hardware and Solution/Software would be as under:**

2.1.1. Non-compliance of the Supply/delivery as per clause (1.2.1) will result in imposing penalty of 0.50% (Plus GST) by the Bank on delay in delivery per week or part thereof, on the invoice value of Hardware Items **[as mentioned in Table-A of Bill of Material]** (including OS) (exclusive of Taxes) location/office address wise.

2.1.2. Non-compliance of the Supply/delivery of IT-GRC Solution as per clause (1.2.2) will result in the imposing penalty of 0.50% (Plus GST) by the Bank on delay in delivery per week or part thereof, on the invoice value of IT-GRC Solution **[as mentioned in Table-B of Bill of Material]** (exclusive of Taxes) location/office address wise.

2.1.3. However, the total Penalty/LD to be recovered under clause 2.1.1 & 2.1.2 shall be restricted to 5% (Plus GST) of the total value of the order (exclusive of Taxes) location.

**2.2. Penalties/Liquidated damages for delay in Installation and Commissioning of Hardware and Solution/Software would be as under:**

2.2.1. Non-compliance of the Installation, Configuration, Integration and Commissioning of Hardware Appliance as per clause (1.3.1) will result in imposing penalty of 0.50% (Plus GST) by the Bank, on delay in delivery per week or part thereof, on the invoice value of Hardware Items **[as mentioned in Table-A of Bill of Material]** (Including OS) (exclusive of Taxes) location/office address wise.

2.2.2. Non-compliance of the Installation, Configuration, Integration and Commissioning of IT-GRC Solution as per clause (1.3.2) will result in imposing penalty of 0.50% (Plus GST) by the Bank, on delay in delivery per week or part thereof, on the invoice value of IT-GRC Solution **[as mentioned in Table-B of Bill of Material]** (exclusive of Taxes) location/office address wise.

2.2.3. However, the total Penalty/LD to be recovered under clause 2.2.1 & 2.2.2 shall be restricted to 5% (Plus GST) of the total value of the order (exclusive of Taxes).

**2.3. Penalties/Liquidated damages for onsite resources:**

In case replacements are not arranged, bank shall pay only the proportionate amount of Resident resource charges during the particular month. The Bank shall also impose a penalty of 0.5% (plus GST) of the Resident resource charges payable to the Bidder for that quarter for each hour and part thereof of absence. However, total penalty under this clause will be limited to 50% (plus GST) of the total charges payable for Resident Resource charges for that quarter.

**2.4. Uptime**

2.4.1. The bidder shall guarantee a 24x7x365 availability with monthly uptime of 99.00% for the solution as specified in Annexure-7 and Scope of Work, during the period of the Contract and also during ATS, if contracted, which shall be calculated on monthly basis.



- 2.4.2. The "Uptime" is, for calculation purposes, equals to the Total contracted minutes in a month less Downtime. The "Downtime" is the time between the Time of Failure and Time of Restoration within the contracted minutes. "Failure" is the condition that renders the Bank unable to perform any of the defined functions on the Solution. "Restoration" is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same.
- 2.4.3. If the Bidder is not able to attend the troubleshooting calls on solution working due to closure of the office/non-availability of access to the solution, the response time/uptime will be taken from the opening of the office for the purpose of uptime calculation. The Bidder shall provide the Monthly uptime reports during the warranty period and ATS period, if contracted.
- 2.4.4. The Downtime calculated shall not include any failure due to bank, third party and Force Majeure.
- 2.4.5. The percentage uptime is calculated on monthly basis as follows:

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

- 2.4.6. Contracted minutes of a month = No. of days in that month X 24 X 60.

2.5. **Penalties/Liquidated damages for not maintaining uptime:**

- 2.5.1. If the bidder fails to maintain the guaranteed Uptime during Warranty and ATS period (if contracted), the penalty for Uptime will be deducted as under:

Level of availability calculated on monthly basis	Penalty Amount
99.00% to 100%	No penalty
98.00% to 98.99%	0.05% on total order value for every hour or part thereof.
97.00% to 97.99%	0.10% on total order value for every hour or part thereof.
96.00% to 96.99%	0.15% on total order value for every hour or part thereof.
95.00% to 95.99%	0.20% on total order value for every hour or part thereof.
Less than 95.00%	0.50 on total order value for every hour or part thereof.

- 2.5.2. The maximum penalty levied shall not be more than the 50% of AMC/ATS amount payable for one year (plus GST) **during warranty and AMC/ATS Period.**
- 2.5.3. If monthly uptime is less than 95%, the Bank shall levy penalty as above and shall have full right to terminate the contract under this RFP or AMC/ATS, if contracted. **In addition to termination Bank at its discretion will invoke the Performance Bank Guarantee.** The right of termination shall be in addition to the penalty. The above penalty shall be deducted from any payments due to the bidder (including AMC/ATS payments).



- 2.6. **Penalties/Liquidated Damages for non-performance:** If the specifications of the RFP are not met by the bidder during various tests, the bidder shall rectify the same at bidders cost to comply with the specifications immediately to ensure the committed uptime, failing which the Bank reserves its right to invoke the Bank Guarantee.
- 2.7. The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.
- 2.8. All the above LDs are independent of each other and are applicable separately and concurrently.
- 2.9. LD is not applicable for the reasons attributable to the Bank and Force Majeure.

