

**REQUEST FOR PROPOSAL [RFP]**  
**FOR**  
**“Supply, Installation, Integration and Maintenance**  
**of**  
**Application Security Testing Solution”**

**Issued by: Canara Bank,  
AP&M Group, 1<sup>st</sup> Floor,  
DIT Wing, Naveen Complex,  
14, MG Road, Bengaluru -560 001**

Bid Details in Brief

Sl. No.	Description	Details
1.	RFP No. and Date	RFP 27/2017-18 dated 03/01/2018
2.	Brief Description of the RFP	Supply, Installation, Integration and Maintenance of Application Security Testing Solution
3.	Bank's Address for Communication and Submission of Tender	Deputy General Manager Canara Bank, AP&M Group, 1st Floor, DIT Wing, Naveen Complex, 14 MG Road, Bengaluru -560 001  Tel - 080-25590070, 25584873 Fax- 080-25596539 Email: <a href="mailto:hoditapm@canarabank.com">hoditapm@canarabank.com</a> Senior Manager, Asset Procurement & Management Group
4.	Date of Issue	03/01/2018, Wednesday
5.	Last Date of Submission of Queries for Pre Bid Meeting	09/01/2018, Tuesday, 3.00 PM
6.	Date of Pre Bid Meeting	10/01/2018, Wednesday, 3.00 PM
7.	Last Date of Submission of Bids	24/01/2018, Wednesday upto 3.00 PM
8.	Date and time of Opening of Part A- Conformity to Eligibility Criteria.	24/01/2018, Wednesday, 3.30 PM
9.	Date and time opening of Technical Bid Part-B/Indicative price /Commercial Bid (Indicative)/ Reverse Auction	Will be intimated at a later date.
10.	Application Fees (Not Refundable)	Rs. 11,800/-(10,000 Application Money plus 18 % GST)
11.	Earnest Money Deposit(Refundable)	Rs. 4,00,000/-
This document can be downloaded from Bank's website <a href="http://canarabank.com/english/announcements/tenders">http://canarabank.com/english/announcements/tenders</a> . In that event, the bidders should pay the Application Fee for tender document by means of DD drawn on any scheduled Commercial Bank for the above amount in favour of Canara Bank, payable at Bengaluru and submit the same along with the Bid document.		



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 Canara Bank (or Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by Canara Bank to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as “Bidder” or “Bidders” respectively). The purpose of this RFP is to provide the Bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder requires. 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. Canara Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder requires. Canara Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.

Canara Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Bank's Website (<http://canarabank.com/english/announcements/tenders> ) and it will become part and parcel of RFP.

Canara Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Canara Bank reserves the right to reject any or all the Request for Proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Canara Bank shall be final, conclusive and binding on all the parties.



Abbreviations used in this Document:

1.	AMC	Annual Maintenance Contract
2.	ATS	Annual Technical Support
3.	BG	Bank Guarantee
4.	BOM	Bill of Material
5.	DAST	Dynamic Code Analysis Testing
6.	DD	Demand Draft
7.	DIT	Department of Information Technology
8.	EMD	Earnest Money Deposit
9.	GST	Goods and Service Tax
10.	HO	Head Office
11.	HTTP	Hyper Text Transfer Protocol
12.	HTTPS	Hyper Text Transfer Protocol Secure
13.	ISDN	Integrated Services Digital Network
14.	ITU	International Telecommunication Union
15.	LAN	Local Area Network
16.	LD	Liquidated Damage
17.	MAF	Manufacturer Authorisation Form
18.	MSME	Micro Small & Medium Enterprises
19.	MTBF	Mean Time Between Failure
20.	MTTR	Mean Time To Restore
21.	NEFT	National Electronic Funds Transfer
22.	NI Act	Negotiable Instruments Act
23.	OEM	Original Equipment Manufacturer
24.	OS	Operating System
25.	PDI	Pre Delivery Inspection
26.	PERT	Project Execution and Review Technique
27.	RFP	Request For Proposal [Interalia the term 'Tender' is also used]
28.	RTGS	Real Time Gross Settlement
29.	SAST	Static Code Analysis Testing



LIST OF CONTENTS

Clause No.	TOPIC	Clause No.	TOPIC
	<b>A. INTRODUCTION</b>	31.	Determination of L1 Price
1.	About Canara Bank	32.	Bid Validity Period
2.	Definitions	33.	Proposal ownership
3.	About RFP	34.	Project ownership
4.	Objective	35.	Acceptance of offer
5.	Eligibility Criteria	36.	Award of Contract
6.	Participation Methodology	37.	Government of India Guidelines On Purchase Preference
7.	Existing Infrastructure		<b>D. TERMS &amp; STIPULATIONS</b>
8.	Requirement Details	38.	Effective Date
9.	Scope of Work	39.	Project execution
	<b>B. BID PROCESS</b>	40.	Security Deposit / Performance Bank Guarantee
10.	Clarification to RFP & Pre-Bid queries	41.	Execution of Agreement
11.	Pre-Bid Meeting	42.	Delivery, Installation, Configuration and Integration
12.	Amendment to Bidding Document	43.	Integration & Interfaces
13.	Bid System Offer	44.	Acceptance
14.	Preparation of Bids	45.	Penalties/Liquidated Damages
15.	Application Money	46.	Pricing & Payments
16.	Earnest Money Deposit (EMD)/Bank Guarantee In Lieu Of EMD	47.	Payment Terms
17.	Software Version	48.	Order cancellation/termination of contract
18.	Documentation	49.	Software, Drivers and Manuals
19.	Cost & Currency	50.	Training
20.	Erasures or Alterations	51.	Warranty
21.	Assumptions/Presumptions/Modification	52.	Annual Maintenance Contract(AMC)/Annual Technical Support(ATS)
22.	Submission of Bids	53.	Scope involved during warranty & AMC period (if contracted)
23.	Bid opening	54.	Mean Time Between Failures (MTBF)
	<b>C. SELECTION OF BIDDER</b>	55.	Subcontracting
24.	Preliminary Scrutiny	56.	Defect Liability
25.	Clarification of Offers		<b>E. GENERAL CONDITIONS</b>
26.	Evaluation of Bids	57.	Intellectual Property Rights
27.	Bidders Presentation/Site Visit/Product Demonstration/POC	58.	Roles & Responsibility during project Implementation
28.	Normalization of Bids	59.	Indemnity
29.	Intimation to Qualified/Successful Bidders	60.	Inspection of Records
30.	Correction of Error in Commercial Bid (Indicative)	61.	Assignment



Clause No.	TOPIC	Clause No.	TOPIC
62.	Publicity	71.	Responsibilities of the Bidder
63.	Insurance	72.	Force majeure
64.	Guarantees	73.	Corrupt and Fraudulent Practices
65.	Confidentiality and Non-Disclosure	74.	Resolution of disputes
66.	Amendments to the Purchase Order	75.	Modification/Cancellation of RFP
67.	Amendments to the Agreement	76.	Responsibilities of the Selected Bidder
68.	General Order Terms	77.	Human Resource Requirement
69.	Negligence	78.	Legal Disputes and Jurisdiction of the court
70.	Responsibility for completeness		

**ANNEXURES ( To be submitted with Part A- Conformity to Eligibility Criteria)**

1.	Checklist
2.	Bid Covering letter Format
3.	Eligibility Criteria Declaration
4.	Bidder's Profile
5.	Service Support Details
6.	Authorization Letter Format
7.	Track Record of Past Implementation of Projects towards Supply, Installation, Integration and Maintenance of Application Security Testing Solution
8.	Non-Disclosure Agreement

**ANNEXURES( To be submitted with Part-B -Technical Proposal)**

9.	Technical Bid Covering letter Format
10.	Functional Requirement of the Application Security Testing Solution
11.	Scope of Work
12.	Functional Scoring Sheet
13.	Undertaking of Authenticity for Supply, Installation, Integration and Maintenance of Application Security Testing Solution
14.	Compliance Statement
15.	Undertaking Letter Format
16.	Escalation Matrix
17.	Manufacturer Authorization Form

**ANNEXURES( To be submitted with Part-C -Commercial Bid (Indicative))**

18.	Covering letter format for Commercial Bid (Indicative)
19.	Bill of Material

**APPENDICES**

A.	Instructions to be noted while preparing/submitted Part A- Conformity to Eligibility Criteria
B.	Instructions to be noted while preparing/submitted Part B- Technical Proposal



C.	Instruction to be noted while preparing/submitted Part C-Commercial Bid (Indicative)
D.	Bank Guarantee Format for Earnest Money Deposit
E.	Proforma of Bank Guarantee for Contract Performance
F.	Format for Bank Guarantee for Advance Warranty Payment
G.	Format for Sending Pre-Bid Queries
H.	Business Rules and Terms & Conditions of Reverse Auction



## **A. INTRODUCTION**

### **1. About Canara Bank:**

CANARA BANK, a body Corporate and a premier Public Sector Bank established in the Year 1906 and nationalized under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head office at 112, J C Road Bengaluru-560002 and among others, having DIT Office at Naveen Complex, No.14, M G Road, Bengaluru-560001. The Bank is having pan India presence of more than 6,200 branches, 21 Circle offices and 118 Regional Offices situated across the States. The Bank is working on Core Banking System using Flex cube solutions. The Bank is a forerunner in implementation of IT related products and services and continuously making efforts to provide the state of art technological products to its customers.

### **2. Definitions:**

- 2.1. 'Bank' means unless excluded by and repugnant context or the meaning thereof, shall mean 'Canara Bank', described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successor and permitted assigns.
- 2.2. 'RFP' means Request for Proposal for Supply, Installation, Integration and Maintenance of Application Security Testing Solution in Canara Bank.
- 2.3. 'Bidder' means a vendor submitting the proposal in response to RFP.
- 2.4. 'Solution' means Supply, Installation, Integration and Maintenance of Application Security Testing Solution in Canara Bank.
- 2.5. 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
- 2.6. 'Successful Bidder'/'L1 bidder' means the Bidder who is found to be the lowest bidder after conclusion of the bidding process including the reverse auction, subject to compliance to all the Terms and Conditions of the RFP, etc.

### **3. About RFP:**

The Bank wishes to procure Application Security Testing Solution from reputed vendors. In this connection, Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid (Indicative)') for **Supply, Installation, Integration and Maintenance of Application Security Testing Solution** as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.

### **4. Objective:**

Bank intends to procure Application Security Testing Solution as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.

### **5. Eligibility Criteria:**

- 5.1. A vendor submitting the proposal in response to this RFP shall hereinafter be referred to as 'Bidder' and Supply, Installation, Integration and Maintenance of Application Security Testing Solution in the Bank shall hereinafter be referred as "Solution".
- 5.2. Interested Bidders, who can Supply, Install, Integrate and Maintain Application Security Testing Solution in the Bank and meeting the Eligibility Criteria as per Annexure-3 may respond.





**6. Participation Methodology:**

- 6.1. In a tender either the partner/distributor/System Integrator on behalf of the OEM or OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- 6.2. If a partner/distributor/System Integrator bids on behalf of the OEM, the same partner/distributor/System Integrator shall not submit a bid on behalf of another OEM in the same tender for the same item/product.
- 6.3. In the event partner/distributor/System Integrator fails in their obligations to provide the product updates (including management software updates and new product feature releases) within 30 days of release/announcement, the OEM should assume complete responsibility on behalf of the partner/distributor/System Integrator to provide the same to the bank at no additional cost to the bank and will directly install the updates, upgrades and any new product releases at the Bank's premises. To this effect Bidder should provide a dealer/distributor certificate as per Annexure-17.

**7. Existing Infrastructure:**

Canara Bank Department of Information Technology wing is presently using various platform like Visual Studio, Eclipse etc. and various Programming language like dotnet, Java, PHP etc. to develop Web Application, Desktop application and Mobile Application.

**8. Requirement Details:**

- 8.1. Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid (Indicative)') for Supply, Installation, Integration and Maintenance of Application Security Testing Solution for various Offices of the Bank as per the Terms & Conditions, Technical/Functional requirement and Scope of Work described elsewhere in this document. The brief description of Application Security Testing Solution is furnished in following tables:

Sl. No.	Item details to be supplied at DC, Bengaluru & DRC Mumbai	Quantity	Delivery Location
a.	Dynamic Application Security Testing ( DAST)	2 concurrent Users	Bengaluru
b.	Static Application Security Testing ( SAST)	25 Users	
c.	Training		Bengaluru

- 8.2. Detailed Technical/Functional requirement and scope of work for each of the above is furnished in Annexure-10 and Annexure-11. All the Hardware / Software ordered for Supply, Installation, Integration and Maintenance of Application Security Testing Solution should have comprehensive onsite warranty of 3 years and it should be renewable at each instance for a further period of two years.

- 8.3. Bank reserves the right to increase or decrease the quantum of purchase by 25% in respect to the quantity specified in this tender at the same rate arrived at on the Terms and Conditions of this Tender.

**9. Scope of Work:**

- 9.1. Bidder has to conform compliance to the Scope of Work mentioned in Annexure-11.

**9.2. Project Completion and Management**

- 9.2.1. 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.
- 9.2.2. Project implementation team should be conversant with local rules and conditions to resolve the issues, if any.



**B. BID PROCESS**

**10. Clarification to RFP and Pre-Bid Queries:**

- 10.1. The bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases should seek clarification in writing in the same serial order as that of the RFP by mentioning the relevant page number and clause number of the RFP as per format provided under **Appendix-G**.
- 10.2. All communications regarding points requiring clarifications and any doubts shall be given in writing to the Deputy General Manager, Canara Bank, DIT Wing, HO (Annex), 14 MG Road, Naveen Complex, Bengaluru-01 or an email can be sent to [hoditapm@canarabank.com](mailto:hoditapm@canarabank.com) by the intending bidders before 03:00 PM on 09/01/2018 (Tuesday).
- 10.3. No queries will be entertained from the bidders after the above date and time.
- 10.4. The Bank will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's website ([www.canarabank.com](http://www.canarabank.com)) and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.
- 10.5. No oral or individual consultation will be entertained.

**11. Pre-Bid meeting:**

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

Date	Day	Time	Venue
10/01/2018	Wednesday	3.00PM	Canara Bank, Second Floor, Conference Hall, DIT Wing-HO (Annex), Naveen Complex, 14 M G Road, Bengaluru 560001.

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

- 11.2. Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 11.3. Bank will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the Bidders in the meeting.
- 11.4. The Bank will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's website ([www.canarabank.com](http://www.canarabank.com)) and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.



11.5. Non reply to any of the queries raised by the vendors during pre-bid Meeting shall not be considered as acceptance of the query/issue by the Bank.

**12. Amendment to Bidding Document:**

12.1. At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by amendment.

12.2. Notification of amendments will be made available on the Bank's website only (i.e. [www.canarabank.com](http://www.canarabank.com)) and will be binding on all bidders and no separate communication will be issued in this regard.

12.3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for submission of Bids.

**13. Bid System Offer:**

This is two bid system which has following 3 (Three) parts:

13.1. **Part A-Conformity to Eligibility Criteria:** Indicating their compliance to Eligibility Criteria. The format for submission of Conformity to Eligibility Criteria is as per Appendix-A.

13.2. **Part B-Technical Proposal:** Indicating the response to the Technical specification of Supply, Installation, Integration and Maintenance of Application Security Testing Solution in Canara Bank. The format for submission of Technical Proposal is as per Appendix-B.

13.3. **Part C-Commercial Bid (Indicative):** furnishing all relevant information as required as per Bill of Material as per Annexure-19. The format for submission of Commercial Bid (Indicative) is as per Appendix-C.

**14. Preparation of Bids:**

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

14.1.1. The three parts as stated above, should be placed in three separate envelopes superscribed with 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid (Indicative)' respectively and properly closed and sealed. Thereafter, all the three envelopes shall be placed inside another envelope and properly closed and sealed. The final envelope should be superscribed as "Offer for Supply, Installation, Integration and Maintenance of Application Security Testing Solution in response to RFP 27/2017-18 dated 03/01/2018" (includes separately sealed 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid (Indicative)') on the top of the envelope. All the envelopes shall bear the name and complete postal address of the bidder as well as the addressee, namely the Deputy General Manager, Canara Bank, AP&M Group, DIT Wing, First Floor, Naveen Complex, 14 M G Road, Bengaluru - 560001.

14.1.2. All the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be paginated with Name, Seal and Signature of the Authorized Signatory.



Bids with erasing / overwriting / cutting without authentication may be liable for rejection. Authorization letter for signing the Bid documents duly signed by Company's Authorized signatory should be submitted.

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

**14.2. Part A- Conformity to Eligibility Criteria:**

- 14.2.1. Before submitting the bid, the bidders should ensure that they confirm to the eligibility criteria as stated in Annexure-3 of RFP. Only after satisfying themselves of the eligibility, the Offer should be submitted.
- 14.2.2. The Conformity to Eligibility Criteria as per Annexure-3 among others must contain Demand Draft towards the Application Money as per the Clause 15 and EMD/ Bank Guarantee in lieu of EMD as per Appendix-D of this document. The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for, as per Appendix-A.
- 14.2.3. The Placement of Application Money, EMD and Integrity Pact in other than Part A-Conformity to Eligibility Criteria will make the bid liable for rejection.
- 14.2.4. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as "PART A-Conformity to Eligibility Criteria for RFP 27/2017-18 dated 03/01/2018 for Supply, Installation, Integration and Maintenance of Application Security Testing Solution".

**14.3. Part B-Technical Proposal:**

- 14.3.1. Technical Proposal should be submitted as per the format in Appendix-B. Relevant technical details and documentation should be provided along with Technical Proposal.
- 14.3.2. It is mandatory to provide the technical details of the Solution required by the bank in the exact format of Annexure-10 of this tender.
- 14.3.3. The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.
- 14.3.4. If any part of the technical specification offered by the bidder is different from the specifications sought in our RFP, the bidder has to substantiate the same in detail the reason for their quoting a different specification than what is sought for, like higher version or non availability of the specifications quoted by us, invariably to process the technical offer.
- 14.3.5. The Bank shall not allow / permit changes in the technical specifications once it is submitted.
- 14.3.6. The relevant product information, brand, and model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the Offer. Failure to submit this information along with the offer may result in disqualification.
- 14.3.7. The Technical Proposal should be complete in all respects and contain all information sought for, as per Appendix-B. **Masked Bill of Material must be attached in Technical Offer and should not contain any price information.** The Part B-Technical Proposal should be complete and



should cover all products and services. Technical Proposal without masked Bill of Materials will be liable for rejection.

14.3.8. Masked Bill of Material which is not as per below instruction will make Bid liable for rejection:

14.3.8.1. Should be replica of Bill of Material except that it should not contain any price information (with Prices masked).

14.3.8.2. It should not provide any price information like, unit price, tax percentage, tax amount, AMC/ATS charges, Implementation Charges etc.

14.3.9. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as "PART B- Technical Proposal for RFP 27/2017-18 dated 03/01/2018 for Supply, Installation, Integration and Maintenance of Application Security Testing Solution".

**14.4. Part C-Commercial Bid (Indicative):**

14.4.1. Commercial Bid (Indicative) should be submitted as per the instruction in Appendix-C.

14.4.2. Commercial Bid (Indicative) shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. Bill of Material should give all relevant price information as per Annexure-19. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.

14.4.3. Under no circumstances the Bill of Material should be kept in Part-A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) Covers. The placement of Bill of Material in Part A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) covers will make bid liable for rejection.

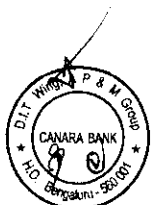
14.4.4. The Bill of Material must be attached in Technical Proposal as well as Commercial Bid (Indicative). The format will be identical for both Technical Proposal and Commercial Bid (Indicative), except that the Technical Proposal should not contain any price information (with Prices masked). Any change in the Bill of Material format may render the bid liable for rejection.

14.4.5. Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.

14.4.6. Any change in the Bill of Material format may render the bid liable for rejection. The Commercial Bids (Indicative) that are incomplete or conditional are liable to be rejected.

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

14.4.8. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as "PART C- Commercial Bid (Indicative) for RFP 27/2017-18 dated 03/01/2018 for Supply, Installation, Integration and Maintenance of Application Security Testing Solution.



**15. Application Money:**

- 15.1. This document can be downloaded from Bank's website <http://canarabank.com/english/announcements/tenders>. In that event, the bidders should pay the Application Fee of Rs. 11,800/- (non-refundable) (10,000/- Plus GST) for tender document by means of DD drawn on any scheduled Commercial Bank in favour of Canara Bank, payable at Bengaluru and submit the same along with Part A - Conformity to Eligibility Criteria.
- 15.2. Submission of the Application Money in other than "Part-A-Conformity to the Eligibility Criteria" is liable to be rejected on grounds of non-payment of the Application Money.
- 15.3. The Bidder shall bear all costs associated with the preparation and submission of the Bid and Bank will not be responsible for the costs, regardless of the conduct or outcome of the bidding process. The Bank is not liable for any cost incurred by the Bidder in replying to this RFP. It is also clarified that no binding relationship will exist between any of the respondents and the Bank until the execution of the contract.

**16. Earnest Money Deposit (EMD)/Bank Guarantee In Lieu Of EMD:**

- 16.1. The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) of Rs.4,00,000/- (Rupees Four Lakhs Only) by way of Demand Draft drawn on any Scheduled Commercial Bank In India in favour of Canara Bank, payable at Bengaluru and should be kept along with the Part-A - Conformity to Eligibility Criteria.
- 16.2. In Case the EMD is submitted in the form of Bank Guarantee the same should be valid for the minimum period of 6 months with additional claim period of 3 months from the last date for submission of offer. Bank at its discretion can demand for extension for the validity of EMD. The format for submission of EMD in the form of Bank Guarantee is as per **Appendix-D**.
- 16.3. Submission of EMD in other than Part A-Conformity to Eligibility Criteria Envelope is liable to be rejected on grounds of non submission of EMD.
- 16.4. The EMD of the Bidders not qualified under Technical Proposal will be returned within 15 days after opening the Commercial Bid (Indicative) of the Technically Qualified Bidders. The EMD of Technically Qualified bidders will be returned upon the selected bidder accepting the order and furnishing the Performance Bank Guarantee.
- 16.5. The EMD may be forfeited/ Bank Guarantee may be invoked:  
16.5.1. If the bidder withdraws or amends the bid during the period of bid validity specified in this document.  
16.5.2. If the selected bidder fails to accept the purchase order within 7 days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the RFP.

**17. Software Version:**

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



**18. Documentation:**

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

**19. Costs & Currency:**

The Offer must be made in Indian Rupees only as per Bill of Material (Annexure-19).

**20. Erasures or Alterations:**

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

**21. Assumptions/Presumptions/Modifications:**

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

**22. Submission of Bids:**

22.1. The Name and address of the Bidder, RFP No. and Due Date of the RFP are to be specifically mentioned on the Top of the envelope containing Bid.

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

Last Date of submission of Bid	Day	Time	Venue
24/01/2018	Wednesday	Up to 3.00 PM	Canara Bank, First Floor, DIT Wing-HO (Annex), Naveen Complex, 14 M G Road, Bengaluru 560001.

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

22.4. Bids sent through post/courier will not be accepted/evaluated. Bids should be deposited in the Tender Box.

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



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

First Official	Alternate Official
<b>Mr. R S Vinaya Kumar</b> Senior Manager Canara Bank APM Group, DIT Wing, First Floor, Naveen Complex, 14 M G Road, Bengaluru - 560 001. Tel - 080 25590070	<b>Mr. K S Satyanarayana</b> Assistant General Manager Canara Bank APM Group, DIT Wing Naveen Complex, 14 M G Road, Bengaluru - 560 001. Tel - 080 25590832

- 22.7. In case bid documents are too bulky to be placed inside the tender box, arrangements will be made by the above mentioned officials to receive the tender. However, bidder should reach the venue before the date and time stipulated as per above clause 22.2.

**23. Bid Opening:**

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

Date	Day	Time	Venue
24/01/2018	Wednesday	3.30PM	Canara Bank, Second Floor, Conference Hall, DIT Wing-HO (Annex), Naveen Complex, 14 M G Road, Bengaluru 560001.

Bidder's representative may be present in the place and venue well in time along with an authorization letter in hand for each bid opening under this RFP, as per the format (Annexure-6) enclosed.

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

- 23.2. Attendance of all the representatives of the bidders who are present at bid opening will be taken in a register against Name, Name of the Company and with full signature.
- 23.3. The Bidders may note that no further notice will be given in this regard. Further, in case the bank does not function on the aforesaid date due to unforeseen circumstances or declared as holiday then the bid will be accepted up to 3.00 PM on the next working day and bids will be opened at 3:30 PM at the same venue on the same day.
- 23.4. The following details will be announced at the time of bid opening.
- 23.4.1. Name of the Bidders.
- 23.4.2. Presence or absence of cost of the Bidding document and Bid security.
- 23.4.3. Such other details as the Bank at its discretion may consider appropriate.
- 23.5. If any of the bidders or all bidders who submitted the tender are not present during the specified date, time, and venue of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the Part A - Conformity to Eligibility Criteria in their absence.





23.6. The Part A-Conformity to Eligibility Criteria submitted by the bidder will be evaluated based on the Eligibility Criteria stipulated in RFP document. The Part B-Technical Proposal of only those bidders who qualified in Part A-Conformity to Eligibility Criteria will be opened with due communication by the bank.

23.7. The Commercial Bid (Indicative) of only those bidders who are qualified in Part-B Technical Proposal will be opened for conducting Reverse Auction and for arriving at L1.

### C. SELECTION OF BIDDER

#### 24. Preliminary Scrutiny:

The Bank will scrutinise the Bid/s received to determine whether they are complete in all respects as per the requirement of RFP, whether the documents have been properly signed, whether items are offered as per RFP requirements and whether technical documentation as required to evaluate the offer has been submitted.

Prior to detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the bidding document. Substantial responsiveness means that the bid conforms to all terms and conditions, scope of work and technical specifications and bidding document is submitted without any deviations.

#### 25. Clarification of Offers:

25.1. During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The bidder has to respond to the bank and submit the relevant proof /supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Bank.

25.2. The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. Bank's decision with regard to 'minor non-conformity' is final and the waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

#### 26. Evaluation of Bid:

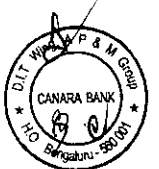
26.1. Part A-Confirmity to Eligibility Criteria: The Bank will evaluate the bid submitted by the bidders under this RFP. The Part A- Conformity to Eligibility Criteria submitted by the bidder will be evaluated based on Annexure-3 of RFP.

#### 26.2. Part B-Technical Proposal:

26.2.1. Part B-Technical Proposal of only those bidders who qualified in Part A-Conformity to Eligibility Criteria, will be opened with due communication by the Bank.

26.2.2. Based on the technical evaluation criteria-scoring matrix as per Annexure-12, each Bidder will be given certain marks. Only those Bidders scoring 70% or above for each SAST and DAST solution in the technical evaluation criteria-scoring matrix and fulfilling the functional requirement and Scope of Work will be short-listed for commercial evaluation and Reverse Auction.

26.3. Part C-Commercial Bid (Indicative): The Commercial Bid (Indicative) of only those bidders who qualified in Part B-Technical Proposal and scored minimum 70% marks each SAST and DAST solution will be reckoned for Commercial evaluation purpose.



26.4. The Bid will be evaluated by a Committee of officers of the Bank. If warranted, the Bank may engage the services of external consultants for evaluation of the bid. It is Bank's discretion to decide at the relevant point of time.

**27. Bidders Presentation /Site Visits / Product Demonstration/POC:**

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

27.2. As a Part of Technical Evaluation based on the technical bids submitted by the Bidders, Bank at its discretion may call the Bidders for conducting POC/ Presentation/Site Visits / Product Demonstration of the Application Security Testing Solution proposed by them. This exercise will be undertaken before opening of the Commercial Bids (Indicative) of the Bidders whose Part B- Technical proposals has been opened.

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

27.4. The Bank at its discretion call for providing of Proof of Concept (PoC) of proposed solution at the site mutually agreed.

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

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

**28. Normalization of Bids**

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

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

OR

28.1.2. Revised submissions of the entire bid in the whole

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

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

**29. Intimation to Qualified/Successful Bidders:**

The Bank will prepare a list of qualified bidders at each stage on the basis of evaluation of Part A-Conformity to Eligibility Criteria, Part - B Technical Proposal and Part C-

Commercial Bid (Indicative). The names of qualified bidders at each stage would be announced on the Notice Board/Bank's website (i.e. www.canarabank.com). Commercial Bids (Indicative) of only technical qualified bidders shall be opened. Final list of the bidders (L1, L2, L3....etc) will be announced as indicated above. No separate intimation will be sent to successful Bidder.

**30. Correction of Error In Commercial Bid**

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

- 30.1. Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.
- 30.2. If there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly.
- 30.3. If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
- 30.4. If there is discrepancy in the total arrived at Bill of Material (addition, subtraction, multiplication, division and carryover of amount from one page to another), correct total will be arrived by the Bank and the same will prevail over the total furnished in the Bill of Material
- 30.5. If there is a discrepancy between words and figures, the rate/ amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case, the amount in figures will prevail, subject to the above two provisions.
- 30.6. If the bidder does not accept the correction of errors, the bid will be rejected.

**31. Determination of L1 Price:**

- 31.1. L1 Price will be determined after giving effect to arithmetical correction, if any.
- 31.2. The L-1 bidder will be determined on the basis of the lowest price quoted in the Reverse Auction. The Reverse Auction would be conducted for Total Cost of ownership given in Bill of Material (indicative) as per Annexure-19 of RFP or in a manner described in paragraph F of Appendix-H Brief Business Rules and Terms & Conditions of Reverse Auction are detailed in Appendix-H.
- 31.3. **Online Reverse Auction:**
  - 31.3.1. Bidders, whose Commercial Bids (Indicative) has been opened by the Bank will be called for the Reverse Auction.
  - 31.3.2. Reverse Auction event will be carried out among the technically qualified Bidders, based on evaluation of Part B-Technical Proposal, for providing opportunity to the Bidders to quote the price dynamically for the procurement for which RFP is floated and also to get the most competitive price.
  - 31.3.3. For finalization of the most competitive offer, the Bank will conduct "Reverse auction" The detailed procedure and Business rules for the Reverse auction is given as per Appendix-H.
  - 31.3.4. Bank will call the technically qualified bidders whose Commercial Bids (Indicative) have been opened by the Bank for participating in the Reverse auction process which will be conducted by an Auction company authorized by the Bank. Bank will share the contact details of the concerned person of the Auction Company. Specific rules for this particular event viz. date and



time, CAP price, bid decrement value, duration of event etc. shall be informed by the Auction Company to the participating bidders before the event. The bidders should furnish indicative prices for the project in their Indicative Commercial Bid to facilitate finalizing the start bid for "Reverse auction". However, the CAP price for Reverse auction will be fixed by the Bank.

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

31.3.6. The L1 bidder emerging at the end of the Reverse Auction process shall be required to submit the break-up of their Final price (last bid price) again as per Annexure-19 within 2 working days. Failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result in forfeit of the EMD with the Bank, which may please be noted.

**31.4. Re-auction/s Rules :**

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

31.4.1.1. At the end of the Reverse Auction, L1 price is not acceptable to the Bank.

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

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

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

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

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

**32. Bid Validity Period:**

The Offer submitted and the prices quoted therein shall be valid for 180 days from the date of Reverse Auction. Bid valid for any shorter period shall be rejected by the Bank.

**33. Proposal Ownership:**

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



**34. Project Ownership:**

- 34.1. If the bidder is offering solutions/products from other bidders/principals, as required in this RFP, they shall detail the responsibilities of the parties involved and also submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the project. The bidder must specify any and all relationships with third parties in respect of the ownership and also maintenance & support of all hardware and software related to **Supply, Installation, Integration and Maintenance of Application Security Testing Solution** which are relevant to this RFP.
- 34.2. Ownership letter by the bidder to be submitted (Undertaking letter by the bidder taking the ownership of the project execution) in case third party is also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership.
- 34.3. The Bidder also has to submit a certificate/Letter from OEM that the proposed Hardware, OS, any other related software and the solution offered by the bidder to the Bank are correct, viable, technically feasible for implementation and the solution will work without any hassles.

**35. Acceptance of Offer:**

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

**36. Award of Contract:**

- 36.1. The Bidder who is L1 as per above clause no. 31 will be referred to as the selected bidder and Bank will notify the name of the selected bidder by display in the Notice Board of the Bank.
- 36.2. The contract shall, be awarded and the order shall be placed on selected L1 Bidder. Bank may release the order either in Full or in part or place more than one order towards the contract based on project plan.
- 36.3. The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the bidder.
- 36.4. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.

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

**37. Government of India Guidelines On Purchase Preference:**

**37.1. Procurement through Micro & Small Enterprises [MSEs]:**

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

37.1.1. This MSEs should have registered with :

37.1.1.1. District Industries Centres or

37.1.1.2. Khadi Village Industries Commission or

37.1.1.3. Khadi & Village Industries Board or

37.1.1.4. Coir Board or National Small Industries Corporation or

37.1.1.5. Directorate of Handicrafts & Handloom or

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

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

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

**37.1.4. Special provisions for MSEs owned by SC or ST-**

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

37.1.5. MSEs are also exempted from paying Application fee/cost & EMD.

37.1.6. MSEs should submit the relevant documentary proof for claiming the exemptions.

37.1.7. MSEs shall have basic required qualification under eligibility criteria specified in the RFP and the above Policy will be applicable to those qualifying Bidders only.

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

37.3. The details are available on web site [dcmsme.gov.in](http://dcmsme.gov.in). Interested vendors are requested to go through the same for details.



**D. TERMS AND STIPULATIONS.**

**38. Effective Date:**

38.1. The effective date shall be date of acceptance of the order by the selected bidder. However, the bidder shall submit the acceptance of the order within seven days from the date of receipt of order. The Bank reserves the right to consider the late acceptance of the order, if any, at its discretion.

38.2. Failure to accept the order within seven days from the date of receipt of the order, makes the EMD liable for forfeiture at the discretion of the Bank. Thereafter the Bank shall be at liberty to proceed with procurement from the other Bidders within the purview of the same RFP by calling for fresh commercial quotes from the bidders. In such an event, the initially selected bidder stands disqualified for further participating in the subject Bid.

**39. Project Execution:**

39.1. Within 21 days from the date of acceptance of the Order, the selected bidder shall sign a stamped "Agreement" with the Bank at Bengaluru as per the format to be provided by the Bank. Failure to execute the Agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected Bidder.

39.2. The Agreement shall include all terms, conditions and specifications of RFP and also the Bill of Material and Price, as agreed finally after Bid evaluation and negotiation. The Agreement shall be executed in English language in one original, the Bank receiving the duly signed Original and the selected Bidder receiving the photocopy. The Agreement shall be valid till all contractual obligations are fulfilled.

39.3. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form a part of the Contract Agreement till the conclusion of the contract.

**40. Security Deposit / Performance Bank Guarantee:**

40.1. The successful bidder should submit a Security Deposit / Performance Guarantee for 10% of total value of the contract within 15 days from the date of acceptance of the Order.

40.2. If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above, penalty at 0.50% (Plus GST) for each completed calendar week of delay or part thereof on the value of the order (Exclusive of Taxes) will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 5% (Plus GST) of the total order value (Exclusive of Taxes).

40.3. Security Deposit should be submitted by way of DD drawn on Canara Bank payable at Bengaluru / Bank Guarantee may be obtained from any of the Scheduled Banks (other than Canara Bank). However, it should be as per the **Appendix-E**.

40.4. Security Deposit/Performance Bank Guarantee should be valid for 3 years from the date of acceptance of the Solution/Sign-off and shall be retained till the completion of contract period. The guarantee should also contain a claim period of Three months from the last date of validity.

40.5. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and warranty period.



40.6. The security deposit / bank guarantee will be returned to the bidder on completion of Warranty Period.

40.7. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.

**41. Execution of Agreement.**

41.1. Within 21 days from the date of acceptance of the Order, the selected bidder shall sign a stamped "Agreement" with the Bank at Bengaluru as per the format to be provided by the Bank. Failure to execute the Agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected Bidder.

41.2. The Agreement shall include all terms, conditions and specifications of RFP and also the Bill of Material and Price, as agreed finally after Bid evaluation and negotiation. The Agreement shall be executed in English language in one original, the Bank receiving the duly signed Original and the selected Bidder receiving the photocopy. The Agreement shall be valid till all contractual obligations are fulfilled.

41.3. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form a part of the Contract Agreement till the conclusion of the contract.

**42. Delivery, Installation, Configuration and Integration:**

42.1. Bank shall provide the address and contact details for delivery of Application Security Testing Solution while placing the order. Delivery, Installation, Configuration and Integration of all the Software items and Other Items should be within 2 weeks from the date of acceptance of the Purchase Order.

42.2. Bank reserves the right to change/modify locations for supply of the items. In the event of any change/modification in the locations where the solution to be delivered, the bidder in such cases shall deliver, install and commission at the modified locations at no extra cost to the Bank. However if the hardware/software items are already delivered, and if the modifications in locations are made after delivery, the bidder shall carry out installation and commissioning at the modified locations and the Bank in such cases shall bear the shifting charges/arrange shifting. The Warranty/AMC (if contracted) should be applicable to the altered locations also.

42.3. The Installation will be deemed as incomplete if any component of the hardware or software is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank after acceptance testing/ examination. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted and the warranty period will not commence. The installation will be accepted only after complete commissioning of hardware.

42.4. Commissioning of the hardware and software will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this Tender.

42.5. Partial or incomplete or damaged delivery of materials will not be considered as delivered of all the ordered materials. Date of delivery shall be treated as date of last material delivered to the ordered locations if materials are not damaged. In case materials are delivered with damage, Date of delivery shall be treated as date of replacement of damaged material with new one. Delivery payment shall



be paid against completion of delivery of all the ordered materials without any damage and proof of delivery duly certified by Bank's Officials, along with delivery payment claim letter.

**43. Integration & Interfaces:**

The Selected Bidder has to work with Bank Developer to install the tool and train them on how to use the same.

**44. Acceptance:**

- 44.1. Bank will evaluate the offered Solution implemented by the bidder, if during the implementation period, the Solution experiences no failures and functions according to the requirements of the RFP, as determined by the Bank; the Solution shall be considered accepted by the Bank and the project will be considered deemed signed-off.
- 44.2. After the Solution has been accepted by the Bank, the Vendor may submit an invoice for the Solution.
- 44.3. The warranty will cover all supplied components includes software and will start after project acceptance & Signoff.

**45. Penalties/Liquidated Damages:**

**45.1. Penalties/Liquidated damages for delay in Delivery, Installation, Configuration and Maintenance of Software would be as under.**

- 45.1.1. Non-compliance of the **Delivery, Installation, Configuration and Maintenance clause (42.1)** will result in the Bank imposing penalty of 0.50% (Plus GST) on delay in delivery per week or part thereof, on the invoice value (exclusive of Taxes) location/office address wise.
- 45.1.2. However, the total Penalty/LD to be recovered under above clauses 45.1.1 be restricted to 10% (Plus GST) of the total value of the order (exclusive of Taxes).

**45.2. Penalties/Liquidated damages for not maintaining uptime and support timelines:**

Successful Bidder will have to provide application support as per RFP requirement. All P1 and P2 calls should be resolved within following stipulated timelines -

- 45.2.1. **P1 call-** Application is down or not accessible due to application related issues. Such calls should be resolved within 8 hours of raising the call. If not resolved within stipulated time, then onsite resource should be provided to work upon the issue.
- 45.2.2. **P2 call-** Major features are severely impacted and temporary work around is available. E.g. Modules are not working, reports are not getting generated, functions are not working properly, application is working slow etc. Such calls should be resolved within 16 hours of raising.
- 45.2.3. The penalty will be calculated as per the details given below.

Total Call Resolution Time in a Year	Penalty Details
<b>For P1 calls</b>	
0 Hours <= A <= 24 Hours	No Penalty
24 Hours < A <= 48 Hours	5% of cost of ATS charges
48 Hours < A <= 60 Hours	10% of cost of ATS charges
60 Hours < A	Penalty at an incremental rate of 1% (in addition to a base of 10%) of cost of yearly ATS charges for every 1 hour higher than the stipulated time of total call resolution time



	in a year (i.e. 60 Hrs) with an overall cap of 30% of the ATS charges
<b>For P2 calls</b>	
0 Hours <= A <= 48 Hours	No Penalty
48 Hours < A <= 72 Hours	5% of cost of ATS charges
72 Hours < A <= 120 Hours	10% of cost of ATS charges
120 Hours < A	Penalty at an incremental rate of 1% (in addition to a base of 10%) of cost of yearly ATS charges for every 1 hour higher than the stipulated time of total call resolution time in a year (i.e. 60 Hrs) with an overall cap of 30% of the ATS charges

- 45.2.4. SLA penalty would be adjusted from subsequent ATS payment. The SLA charges will be subject to an overall cap of 30% of the yearly ATS charges and thereafter, Bank has the discretion to cancel the contract. In case if there are no pending invoices to be paid by the Bank to the vendor, the vendor has to submit a pay order / cheque payable at Bangalore in favor of Canara Bank for the same within 15 days from the notice period from the Bank.
- 45.3. LD 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 the Bank and Force Majeure. The Bidder shall submit the proof authenticated by the Bidder and bank's official that the delay is attributed to the Bank and Force Majeure at the time of requesting installation and commissioning payment.
- 45.4. 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, if contracted. 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 payments).
- 45.5. **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.
- 45.6. 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.
- 45.7. All the above LDs are independent of each other and are applicable separately and concurrently.
- 45.8. LD is not applicable for the reasons attributable to the Bank and Force Majeure
- 46. Pricing & Payments:**
- 46.1. The Price offered to the Bank must be in Indian Rupees inclusive of all taxes but Exclusive of GST (CGST/SGST). The Vendor has to quote the applicable taxes separately in the Bill of Material.
- 46.2. The item value along with GST should be claimed in the invoice and GST will be paid in actuals at our end.



