



Pragathi Krishna Gramin Bank

(A Scheduled Bank established by Government of India : Sponsored by: Canara Bank)

Head Office: Ballari

REQUEST FOR PROPOSAL [RFP]

FOR

“DESIGN, SIZE, SUPPLY, IMPLEMENTION & MAINTENANCE OF INTERNET BANKING SOLUTIONS”

FOR

Two RRBs Sponsored by Canara Bank

viz:

Pragathi Krishna Gramin Bank – Head Office, Ballari, Karnataka
Kerala Gramin Bank - Head Office, Malappuram, Kerala

RFP NO: PKGB/PMO/RFP/02/2017-18

Pragathi Krishna Gramin Bank

Head Office: IT Department

32, Sanganakal Road,

Gandhinagar, Ballari– 583103

Karnataka

Date: 07-06-2017

Bid Details in Brief

Sl. No.	Description	Details
1.	RFP No. and date	PKGB/PMO/RFP/02/2017-18 Date: 07-06-2017
2.	Brief Description of the RFP	DESIGN SIZING, SUPPLY, IMPLEMENTATION& MAINTAINANCE OF INTERNET BANKING SOLUTION FOR TWO RRBs SPONSORED BY CANARA BANK
3.	Bank's Address for Communication and Submission of Tender	General Manager, Pragathi Krishna Gramin Bank, Canara Bank RRB CBS Project Office, LIC "Jeevan Soudha" Building, First Floor, 19/19, 24 th Main Road, 1 st Phase, J P Nagar, Bengaluru -560 078
4.	Contact Details	Tel -080-26087510/47 Fax -080-26649992 e-mail: canararrb.pmo@pkgbank.com
5.	Date of Issue	07-06-2017
6.	Last Date of Submission of Queries for Pre Bid Queries	15/06/2017, Thursday, 04:00 PM
7.	Pre Bid Meeting	16/06/2017, Friday, 03:30 PM
8.	Last Date of Submission of Bids	07/07/2017, Friday, 03:00 PM
9.	Date and time of Opening of Conformity to Eligibility Criteria	07/07/2017, Friday, 03:30 PM
10.	Date and time of Opening of Technical/Indicative Commercial bid	Will be intimated at a later Date
11.	Application Fees (Not Refundable)	Rs. 25,000/-
12.	Earnest Money Deposit(Refundable)	Rs. 25,00,000/-

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

DISCLAIMER

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

Pragathi Krishna Gramin Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Such change will be published on the Bank's Website ([www. pragathikrishnabank.com](http://www.pragathikrishnabank.com)) and it will become part and parcel of RFP.

Pragathi Krishna Gramin Bank reserves the right to reject any or all the proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Pragathi Krishna Gramin Bank shall be final, conclusive and binding on all the parties.

Abbreviations used in this Document:

1	AMC	Annual Maintenance Contract
2	ARA	At Risk Amount
3	BG	Bank Guarantee
4	BFSI	Banking Financial Services Insurance
5	BOM	Bill of Material
6	CST	Central Sales Tax
7	DD	Demand Draft
8	DIT	Department of Information Technology
9	EMD	Earnest Money Deposit
10	HO	Head Office
11	LAN	Local Area Network
12	LD	Liquidated Damage
13	LST	Local Service Tax
14	MAF	Manufacturer Authorization Form
15	MTBF	Mean Time Between Failure
16	MTTR	Mean Time to Restore
17	NPCI	National Payments Corporation of India
18	NEFT	National Electronic Funds Transfer
19	NI Act	Negotiable Instruments Act
20	NOC	Network Operations Centre
21	OEM	Original Equipment Manufacturer
22	OS	Operating System
23	PDI	Pre-Delivery Inspection
24	PBG	Performance Bank Guarantee
25	PO	Purchase Order
26	PSU	Public Sector Undertaking
27	RFP	Request for Proposal [Interalia the term 'Tender' is also used]
28	RRB	Regional Rural Bank
29	RTGS	Real Time Gross Settlement
30	SOP	Standard Operating Procedure
31	SCB	Scheduled Commercial Bank
32	VAT	Value Added Tax
33	GST	Goods & Service Tax

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A. Introduction

1 About RRBs

Canara Bank has sponsored two RRBs operating in two states, viz. 1) Karnataka and 2) Kerala. In Karnataka, Pragathi Krishna Gramin Bank with Head Office at Ballari operating in 11 District of Karnataka with 648 Branches, Kerala Gramin Bank with Head Office at Malappuram operating in entire state of Kerala, with 615 Branches. Both RRBs have Implemented Core Banking Solution with Finacle Software and common DC & DRC and Project Office in Bengaluru.

KGB has authorized PKGB to act on its behalf in the evaluation of responses to the RFP and in selection process. PKGB will coordinate for smooth implementation of the Project and shall liaise with the Supplier, on behalf of PKGB and KGB and the supplier is jointly and severally responsible and liable to PKGB and KGB respectively.

The Bank's Data Center (DC) is located in Bengaluru and Disaster Recovery Center at Mumbai. The DC is connected to the Branches, Regional Office and Head Office through Bank-wide Wide Area Network. The entire network uses Mix of Leased Lines, VSAT and Backup connectivity through AirTel / VSAT lines etc. The Bank has Project Management Office & Network operation Centre (NOC) in the Project Management Office, Bengaluru to monitor administration, IT Infrastructure and operations. Bank has an existing System Integrator M/s Wipro Ltd., as a single point of contact for CBS Project.

2 Definitions

- 2.1. 'Bank' means, unless excluded by and repugnant to context or the meaning thereof, shall mean 'Pragathi Krishna Gramin Bank', described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal on behalf of both PKGB and KGB and shall be deemed to include its successors and permitted assigns.
- 2.2. 'Banks' means Pragathi Krishna Gramin Bank (PKGB) and Kerala Gramin Bank (KGB) and shall be deemed to include its successors and permitted assigns.
- 2.3. 'RFP' means this Request for Proposal prepared by Pragathi Gramin Bank for empanelment of Vendor for design, size, supply, implement & maintenance of Internet Banking Solutions in the Bank
- 2.4. 'Bidder' means a vendor submitting the proposal in response to this RFP.
- 2.5. 'Solution' means Design, Size, Supply, Implement, & maintain, Internet Banking Solutions.
- 2.6. 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.

- 2.7. ‘Successful Bidder’/’ L1 Bidder’ means the bidder who is found to be the lowest bidder after conclusion of the bidding process, subject to compliance to all the condition of the RFP, etc.

3 About RFP

This **Request for Proposal** document encompassing Annexure & Appendices and subsequent Addenda & Corrigenda (hereinafter referred to as “**RFP**” or “Tender”) has been prepared solely for the purpose of enabling Pragathi Krishna Gramin Bank (hereinafter referred to as “Bank”), on behalf of two (2) RRBs i.e., (1) Pragathi Krishna Gramin Bank (PKGB) and (2) Kerala Gramin Bank (KGB) sponsored by Canara Bank, to solicit proposals from qualified vendors for **Design, Size, Supply, Implement, & maintain, Internet Banking Solutions**, as per the scope of work described in detail in section – 09 “**Scope of Work**” of RFP document.

The Objectives of this Request for Proposal (RFP) are;

1. **Scope Definition:** To request the eligible Bidders with the understanding of RRB’s requirements aiming for Internet Banking Solution.
2. **Background Information:** To provide the Background information on existing Business application and IT infrastructure landscape and services provided to support the Business functions and operations.
3. **Proposal Request:** To invite detailed proposals from Bidders as per the objectives defined in this RFP and adhering to stipulated terms & conditions.
4. **Bidder Selection:** To shortlist Bidders for comprehensive Technical & Commercial evaluations and award the contract to the selected Bidder, taking into considerations evaluation parameters defined in RFP.

The successful bidder shall be single point of Contact for all products and Services offered as described in the Scope of Work, and will be fully responsible for overall deliveries, Project Management and Co-ordination as specified in sections below.

The term of Contract shall be for an initial period of 5 (Five) years, which may be extended by 2 (Two) years thereafter (on an annual renewal basis at the sole discretion of the Bank on the same terms & conditions) on or prior to the expiry of the term.

4 Objective

The Bank proposes Implement the Internet Banking Solution (Both Retail & Corporate) in both the RRBs Sponsored by Canara Bank as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document for Implementation of Internet Banking Solution.

4.1. Overview of the Selection Process:

The bidder selection Process would comprise of the following Stages

- 4.1.1. **Issue of RFP:** Issue of Request for Proposal document to bidders for Design, size, supply, implement and Maintain the Software and Hardware related to Internet Banking Solution.
- 4.1.2. **Pre-Bid Meeting and Query Resolution:** Bank shall conduct a Pre-bid Meeting with the Prospective Bidders who express interest in the RFP, if required by the Bidders. The objective of these meeting would be to address queries from Bidders and provide any further information, if required.
- 4.1.3. **Issue Addendum to RFP (If required):** Issue of addendum / Amendments (if required to Original RFP. This will be based on the clarifications provided to the Bidders on the queries raised / received or any new requirements, Terms & Conditions which Bank may want to issue at a later Stage.
- 4.1.4. **Submission of response:** Bidders will submit a response to the RFP as per the checklist and the format provided in the RFP. The Response to the RFP from the Bidder shall include both Technical & Commercial Proposals.
- 4.1.5. **Presentations:** Bank shall call the Bidders for formal Presentations on the Product, Methodology and service Model Proposed.
- 4.1.6. **Bidder Evaluation:** During this stage, Bank will evaluate the response to the RFP based on the criteria Specified in Section 5 (Five) Bid Evaluation Process.
- 4.1.7. Bank may require certain clarification during Evaluation and the respective Bidder should provide the response as per timelines defined in the RFP. The detailed evaluations will enable Bank to identify preferred Bidder.
- 4.1.8. **Award of Contract:** The Selected Bidder would be awarded the contract for Design, Size, supply, Implementation and Maintenance of the Internet Banking Solutions.

5 Eligibility Criteria

A Bidder submitting the proposal in response to this RFP shall hereinafter be referred to as 'Bidder' and Implementation of Internet banking Solution, Software in the Bank shall hereinafter be referred as "Solution".

Interested Bidders, who wish to **Design, Size, Supply, Implement, & maintain, Internet Banking Solutions** in the Bank and meeting the following Eligibility Criteria may respond: -

SI No	Details	Support Documents to be submitted
1	The bidder should be a Government Organization / PSU / Limited Company / Private Limited Company under companies Act, 1956 Or later in India.	Copy of Certificate of incorporation and Certificate of Commencement of Business in case of Public Limited Company or Certificate of incorporation in case Private Limited Company, issued by the Registrar of Companies. The registration No. of the Firm / Company along with Sale Tax No. / Valid IT Certificate.
2	The Bidder should have been in existence for a minimum period of 5 years in India as on date on submission of the bid.	Certificate of Incorporation / Certificate of commencement.
3	The Bidder should have a minimum turnover of Rs. 50.00 Crore per annum in each of the last three financial years In India.	1. Audited Financial statements for the financial year 2013-14,2014-15 & 2015-16 AND 2. CA Certificate indicating the sales Turnover for the previous financial years.
4	The Bidder should be a profit-making entity with respect to operations in India in the last financial year, and, in at least one of the two years preceding the last financial year.	1. Audited Financial statements for the financial year 2014-15 & 2015-16 AND 2. CA Certificate indicating the Profits for the previous two Financial years
5	The Bidder should have a positive net worth in the last three Financial years in India. Net worth is to be calculated as follows: Capital Funds (Paid up equity capital + Paid up preference shares + Free reserves) – (Accumulated balance of loss + Balance of deferred revenue expenditure + Other intangible assets).	1. Audited Financial statements for the financial year 2013-14,2014-15 & 2015-16 AND 2. CA Certificate. The CA certificate should be Without any riders or qualification.
6	The Bidder shall be the certified or authorized agent / reseller / partner of the offered solution	Letter from the OEM of the proposed Internet Banking solution authorizing the bidder to participate in the RFP.
7	The Bidder should have ISO 9001 or CMMI level 5 certification active as on the date of the submission of the bid	Copy of the relevant certifications.
8	The Bidder should not have been black-listed by the Bank, any Public-Sector Bank, RBI/NHB or IBA as on the date of submission of the bid. Bidder must certify to that effect.	Self- Declaration of bidder's letter head
9	The Bidder should have implemented and managed proposed Internet Banking solution (current or any previous version) in at least 3 (Three) Scheduled Banks in India having cumulative coverage of at least 400 branches across all Banks in which it has implemented Internet Banking Solution.	Relevant Credential letters OR copy of Purchase Order with the Bank's confirmation on having executed the PO to satisfaction.

OEM's Experience		
10	The proposed Internet Banking solution (current or any previous version) should have been implemented and should be integrated with Core Banking System in at least 3 (Three) Scheduled Banks.	Relevant Credential letters OR Purchase Order with the Bank's confirmation on having executed the PO to satisfaction
11	The proposed PKI/Digital Signature solution should have been implemented in at least one Scheduled Banks with minimum 400 branches in India.	Relevant Credential letters OR Purchase Order with the Bank's confirmation on having executed the PO to satisfaction.

NOTE

- 1 Bidders need to ensure compliance to all the eligibility criteria points.
- 2 Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.
- 3 Proposed implementation experience need not be in the current product version proposed.
- 4 In case of corporate restructuring of a company, certificate of incorporation, financial statements, credentials prior to such restructuring could be furnished.
- 5 Scheduled commercial banks refer to public sector/scheduled commercial / Cooperative banks in India only.
- 6 While submitting the bid, the Bidder is required to comply 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.
 - The decision of the Bank shall be final and binding in this regard. Deviations will be grounds for disqualification.

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 upgrades (including management software upgrades and new product feature releases) within 30 days of release / announcement, the OEM should assume complete responsibility on behalf of the partner / distributor / System Integrator to provide the same to the bank at no additional cost to the bank and will directly install “premises. To this effect, Bidder should provide a dealer / distributor certificate as per **Annexure-06**.

7. Existing Infrastructures

- 7.1. Bank has Implemented Core Banking Solutions (CBS) with Finacle v7.0.18 as front end software. Bank has their Data center at Bengaluru Disaster recovery Centre (DR) at Chakala Mumbai. Bank has also implemented Mobile banking solution through FSSNet.
- 7.2. The number active Accounts of both Gramin Banks furnished under:

Sr. No	Accounts	Pragathi Krishna Gramin Bank	Kerala Gramin Bank
		Number of Accounts	Numbers of Accounts
1	Savings Bank	28,50,349	34,24,276
2	CA/OD /CC	65,651	1,33,574
3	Total	29,16,000	3557850

8. Requirement Details

- 8.1 Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for Design, Size, Supply, implementation / installation and Maintenance of Internet Banking Solutions. Bank Intends to procure Enterprise Licenses of the offered Monitoring Solution required for installation as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document. The Solution shall be installed and maintained during the entire period of contract at the Banks premises (Data Centre) in Bengaluru.

8.2. Onsite Technical Support

Successful Bidder shall install / implement the solutions at the Banks premises and may also be required to provide Onsite technical Support resource as per the requirement who would operate from Bank's location in Bengaluru to provide technical support with regard to the offered solutions. Bidder need to provide adequate number of onsite L1 and L2 resources and need to be furnished in the **Annexure 11. Bidder need to do adequate sizing for the number of resources to meet the SLA. IF Bidder is not able to meet the SLA with the sizing proposed then bidder need to deploy extra number of resources without any extra cost to bank.**

8.3. Support for Application version / Software infrastructure upgrade

The Successful Bidder should be able to monitor complete environment of banks Digital Banking platform during the entire Contract period. In case the application version/ software infrastructure upgrade of Internet Banking applications, the contractor should be able to integrate the monitoring solutions to the new / upgraded version of respective application and / or software infrastructure within 30 days of upgrade while ensuring continuation of monitoring services during upgrade /migration.

9. Scope of Work

The bank has outlined its vision to Implement Internet banking Solution as outlines in the scope of work. The Bank Invites Bids from the eligible Bidders having proven past Experience & competence in Implementation of the scope Solution. The Bidder should be capable of providing the scope solutions, including but not limited to providing required Hardware, Middleware, Facility management, third party utilities Testing, Providing Interfaces required for the solution.

9.1. The Internet Banking Solution should consist of

- Internet banking for retail Clients.
- Internet Banking to Corporate Client.

9.2. The Bidders have to note that while the Internet Banking would be implemented as part of this Project, the Bidders have to necessarily envisage all applicable costs in order to configure the products & services in the solution as provided in this RFP. The Bank will not accept any pleas of the Bidder at a later date for omission of Critical Products and services on the pretext that the same was not explicitly stated in the RFP.

9.3. The Bidder should provide the application integrity statement from the OEM, before implementing the Internet Banking Software.

9.4. Bank during the period of the contract, based on its technical and functional requirements can add additional interfaces to the Internet Banking Solution. Bidder has to extend all necessary support and assistance for addition to the solutions with the required third party applications and interfaces desired by the Bank with no additional costs.

9.5. The Bidder should ensure that all systemic changes or new requirements necessitated out of ministry / other regulatory guidelines or other Bank requirements from the dates of the RFP are made available from day one of the solution going live. Any new regulations that impact the existing solution of the Bank, need to be incorporated as a feature upgrade or an enhancement or a patch and should be provided to the Bank without any additional cost during the period of the contract

9.6. Based on the contents of the RFP, 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 and the resource and the equipment requirements. The Bank expressly stipulates the Bidder's selection under this RFP is on the express understanding that this RFP contains only the principal provisions for the entire assignment and that delivery of the deliverables and the services in connection therewith are only a part of the assignment. The Bidder shall be required to undertake such tasks, render requisite services and make available such resources as may be required for the successful completion of the entire project without any additional cost to the Bank.

9.7. Considering the extensive nature of the assignment and the envisaged relationship with the Bidder, any service, which forms a part of facilities management that is not explicitly mentioned in this RFP as excluded would form part of this RFP, and the Bidder is expected to provide the same without any additional costs to the Bank. The Bidder has to envisage all necessary services to be provided and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of critical services on the pretext that the same was not explicitly mentioned in the RFP.

9.8. The Bidder is required to note the following points

- The Bidder will be the single point of contact / reference to the Bank. The Bank will enter into agreement with the selected Bidder only. However, the Bidder must confirm to the Bank that they are willing to enter into back to back arrangement with OEM for risk mitigation in meeting the deliverables, implementation and other service commitments as per the RFP the Bidder makes to the Bank under the contract to be entered into. If requested by the Bank, the Bidders must share a copy of the back to back arrangement with OEM with the Bank.
- Unit prices quoted by the Bidders would be used for additions / deletions to the quantities at a future date during the tenure of the contract. The prices quoted for the line items would be valid and used throughout the period of the contract.
- The Bidder has to ensure the arithmetical accuracy of the technical and commercial bid. The bank will not be responsible for any errors in the bid submitted by the Bidder.
- Any assumptions, changes, deviations other than what is specified and accepted by the bank will not be considered for the purpose of this RFP.

9.9. Deployment of Internet Banking and related modules.

The bidder is required to supply, configure, customize, maintain and support a solution for Internet Banking solution, which also includes but not limited to:

9.9.1. The bidder is required to deploy 2 separate instances of Internet Banking solution i.e. one each for respective RRB. Hence, related procurement of Hardware and software is required.

- 9.9.2. The internet banking solution should be implemented in ipv6 with backend support for ipv4.
- 9.9.3. The Bidder has to efficiently size the Solution with reference to hardware and software to ensure availability, scalability, redundancy and performance of the solution, and to meet technical and functional requirements as per the terms of the RFP within the time frame prescribed by the Bank.
- 9.9.4. The Bidder is completely responsible for the proposed solution to meet the scope and objectives of the RFP and all addenda & corrigenda issued thereafter. The bank assumes no responsibility for the assumptions made by the Bidder. In the event the proposed solution fails to meet the SLA service levels and the scope and objectives of the RFP (and addendums), the Bidder will have to upgrade, modify or replace the solution without any additional cost to the bank.
- 9.9.5. The Bidder must give the details of suitable tools / software hardware / utilities / solutions that he is proposing for the solution. None of the tools / software / hardware / utilities / solutions proposed should be unsupported. Any bid submitted with unsupported tools / software / hardware / utilities / solutions will be summarily rejected.
- 9.9.6. The approximate total number of New users expected over the period of 5 years will be as follows:

Modules	Bank	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Retail	PKGB	10000	12500	15000	17500	20000	75000
	KGB	10000	12500	15000	17500	20000	75000
Corporate	PKGB	500	700	900	1300	1600	5000
	KGB	500	700	900	1300	1600	5000

- 9.9.7. Maximum concurrent users for both Gramin Banks put together shall be **200**. However Bidder shall ensure that the hardware sized shall be scalable to meet any future higher requirement, if any, of the Bank.
- 9.9.8. The INTERNET BANKING solution would need to have a published product roadmap from the OEM
- 9.9.9. The bidder has to implement the INTERNET BANKING at DC and DR. Bidder may also need to implement part of proposed solution / application at branches, offices of the bank and other locations depending on the proposed solution. During implementation, the bidder needs to adhere to all the requirements provided by Bank as part of this RFP.
- 9.9.10. The successful bidder is expected to carry out a requirement study for the functionalities and services required by Bank, to gain understanding of their business requirements.

9.9.11. The INTERNET BANKING application OEM would need to ensure that the bidder has necessary skills support available back to back for bidder's success in Bank's project during entire implementation phase. The Bidder can provision necessary cost in the **Annexure 20** – Bill of Materials for meeting this requirement.

9.9.12. IT Security being prime concern, the proposed solution should not breach the security of any other installations of the Bank in any way.

9.9.13. The bidder should also supply, install, test, commission and maintain Digital Certificate / Signature based authentication solution for Corporate Internet Banking. The bank may in future roll out Digital Certificate / Signature based authentication solution for its retail customers. The solution should offer the Customer certificate registration process that will be managed through a separate Certificate Administration / Registration module involving multiple stage, controlled, monitored and verifiable application and activation methodology to help prevent mistaken / fraudulent registration of Digital Signature Certificate in the Bank system. This solution / module should be able to keep track of the registration of Digital certificates / signature with Bank's Internet Banking system.

9.9.14. Bank will undertake the Audit / vulnerability assessment and penetration testing of the solution by third party / independent auditors as per requirement of the Bank/Regulatory authorities. Consequence to any observation, if any changes are required in the solution, same has to be carried out by the vendor without any additional cost to Bank.

9.9.15. The following considerations must be taken for supply of internet banking solution:

- All software envisaged is required to be on-premises software licensed to Bank.
- The software supplied must be the latest version of the software supplied by the OEM.
- Beta versions of any software shall not be accepted.
- The bidder shall ensure that the software licenses supplied in its bid shall adequately cover the needs of the Bank as per the requirements stated in this RFP.
- The bidder must consider the disaster recovery environment while proposing the software licenses.
- The successful bidder should provide comprehensive ATS for proposed solution, including other software, associated modules and services required to meet the requirements in the RFP. The software should come with one year warranty. The period of ATS shall start from one year after the go-live of the INTERNET BANKING solution in Bank's production environment.
- The solution should be factored with SMS based two factor authentications

using bank's existing SMS gateway provider

- **The support for INTERNET BANKING solution should include the following:**

- All minor version upgrades during the period of contract without any extra cost to the Bank.
- All regulatory guideline requirements as mandated by controlling authorities .
- Program updates, patches, fixes and critical security alerts as required.
- Documentation updates.
- 24*7, 365 Support for the solution to meet the Service Levels.
- The Bidder must conform to a response & resolution time aligned to service levels defined in Section 10 for Service Criteria.
- All updated patches must be made available to the Bank by the bidder without any additional cost.

9.10. Requirements Interface & Integration

- 9.10.1. The Bidder is required to factor in all the cost required in integration of Internet banking solution with Bank's existing CBS, including CBS OEM effort if any.
- 9.10.2. The Bidder is required to build interfaces between the proposed Solution with CBS and all the relevant peripheral applications and systems including SMS gateway, email, ATM, ecommerce channel integration through payment gateway, IMPS etc. The bidder is required to implement and maintain the interfaces including supply of the necessary hardware infrastructure, tools necessary for the functioning of the Interface, if required.
- 9.10.3. Bank expects that the integration / interface architecture is designed based on industry best practices.
- 9.10.4. The Bidder will be responsible for identifying the detailed interface requirements for integrating the proposed packages with the existing systems of the Bank and for all other functionalities as mentioned in this RFP.
- 9.10.5. The interface architecture should be clearly defined. The integration architecture should include the types of interfaces supported; the standards used and should comply with Bank architecture principles.
- 9.10.6. The Bidder will present to the Bank the interface requirements document for review and sign off.
- 9.10.7. Any suggestions from the Bank will have to be included by the Bidder.
- 9.10.8. The Bidder will be responsible for developing, testing and maintaining the interfaces. When developing the interfaces, the Bidder should ensure the requirements of data format, frequency of data transfer, quality checks and validations before data transfer and priorities for data transfer are identified and addressed.

- 9.10.9. The Bidder must ensure that all applicable interfaces are automated with no manual intervention.
- 9.10.10. The Bidder will ensure and incorporate all necessary security and control features within the application, operating system, database, etc., so as to maintain integrity and confidentiality of data at all times.
- 9.10.11. The Bidder will be responsible for setting up the development and UAT environment for interface testing.
- 9.10.11.1. The Bidder will help / assist the Bank in preparing the test cases for the testing. Bidder shall ensure that the test cases meet all the testing requirements of the Bank.
- 9.10.11.2. The Bidder must ensure that a sound methodology is implemented (e.g. SOA governance framework, integration competency centre) to manage the interfaces.
- 9.10.11.3. The Bidder is responsible to configure and deploy the interface and is expected to quote a separate amount for building each interface in the **Annexure-20** - Bill of materials. The Bidder will be paid applicable amounts for each of the interfaces built during the quarter at the end of the quarter. The single amount has to be quoted as payable during the first year itself for TCO purposes. The Bank reserves the right to prioritize the interface building within the overall timelines of the Project.

9.11. Hardware:

- 9.11.1. At any point in time during the contract period, during business hours, the CPU, Memory, Hard Disk utilization for servers should not exceed SLA threshold. In case the above requirement is not met, additional hardware and related software would have to be provided by the Bidder without any further cost, within one month of crossing the threshold(s).
- 9.11.2. The hardware provided should be covered with 3 (three) Years warranty and thereafter AMC shall be as applicable.
- 9.11.3. Bidder should consider high availability architecture at DC and DR.
- 9.11.4. The hardware should support hot swappable power supplies, fans & hard disks and should incur no downtime or unplanned outage due to component failure. Even during preventive maintenance, the system should not incur any degradation of service or outage.
- 9.11.5. All the servers proposed shall have dual power supplies. In case of failure of one power supply, the second power supply should be able to take the full load without causing any interruption in services. All servers should have a minimum 1000 Mbps network interface cards installed on different slots.
- 9.11.6. The bidder shall design the solution architecture considering the requirements for all the functional requirements of the Bank.
- 9.11.7. End of Life / End of Sales / End of support: At the time of delivery, no equipment,

hardware or software supplied by the Bidder should have been announced by the OEM towards End of Sale / End of Life / End of Support. The proposed hardware or software should be from the latest generation and/or should have been launched within one year from the date of release of the RFP. Also in the event if any equipment, hardware or software supplied by the Bidder reaches End of Support, within the period of contract, the Bidder has to replace the related:

- (i) Hardware including related equipment / devices /services / licenses.
- (ii) Software including OS / RDBMS / various application solutions / interfaces / licenses.
- (iii) The Bidder should ensure that the same is without any additional cost to RRBs. There should be no business disruption in the Bank's business operations during this process.

9.11.8. The Bidder should size the hardware to meet the SLAs. However, if the hardware is not sufficiently sized to meet the Bank's in-scope requirement and service levels; then in such case the successful bidder is required to provide the additional hardware to meet Bank's in-scope requirement and service levels without any additional cost to the Bank.

9.11.9. Bidder need to maintain, install, commission and implement all the required hardware and software which will be procure through this RFP during contract period.

9.11.10. Bidder need to submit HLD, LLD and interface design document to bank as per the timelines specified in section 11 and take sign off from the bank.

9.11.11. The hardware details must include:

- Production Environment (Web, Application, Database, Middleware etc.) at DC and DR. The architecture at disaster recovery center should be a replica of primary data centre production environment
- Test, Development & Training Environment at DC and should be physically separate from Production environment
- Any other hardware required as part of the solution
- The bidder can leverage bank's existing storage solution, backup solution, internet and internal firewall, Network intrusion prevention system, host intrusion prevention system, EMS (enterprise management system & ticketing tool), network ports (routers & switches) and Log management solution.
- Bidder need to provide the storage space required for the contract period in Annexure 18.
- Any additional hardware or software required for successful operationalization of the internet banking solution should be provided by the bidder.

- Bidder should ensure that there is no direct connection between the Internet and the bank's system.
- Bidder should create and share adequate sizing for IP based (Version 4 and Version 6) internet bandwidth to be augmented in primary and secondary locations.
- Bidder should create and share adequate sizing for IP based (Version 4 and Version 6) replication bandwidth to be augmented in primary and secondary locations.
- Bidder should adequately size and propose the reverse proxy mechanism (if any) is required to prevent blacklisting of IPs by different spam control portals.
- Bidder should handhold and guide bank to go through the necessary domain hosting amendments for A / AAAA records, aliases, DNS redirections, canonical forms etc.
- Bidder should propose for any mandatory requirements as governed by regulator's policy in respect to identification of network flow and source / destination IP and port; the proposal could be in the form of additional modules / application licenses in existing DMZ / MZ solution or may be proposed in the form of new solution in case if existing solution does not have adequate upgrade / scalability options available to cater to the requirement.
- All the Hardware provides and sized by the bidder has to be 30% Scalable to meet any regulatory adhoc requirement.

9.11.12. Software (OS, DB, etc.) required at DC & DR. The hardware and associated software (OS, DB, etc.) should be sized to meet the application requirement, high availability, redundancy, scalability requirement.

9.12. User Acceptance Testing

As part of the User Acceptance Testing, the Bank's expects the following from bidder:

9.12.1. Share the project plan well in advance with Bank and accordingly the team should work to complete the UAT on time.

9.12.2. The successful bidder is expected to assist the bank in performing UAT of the solution as part of deployment and subsequent changes. The successful bidder will prepare test cases and shall be responsible for securing necessary approval from stakeholders on acceptance of the test cases.

9.12.3. The successful bidder would also be responsible to independently test the solution for its working and also assist the bank's core team in the testing of

the solution post the installation on the new hardware.

- 9.12.4. Bidder to provide dedicated team for UAT.
- 9.12.5. UAT to be done at bank premises where the infrastructure is available; it can be either at Data center location of the bank or the bank's IT development location/Project Management Office.
- 9.12.6. Bidder's team should request for all necessary infrastructure two weeks in advance to the bank, so as to give bank required time to create the infrastructure for components that are to be provided by the bank.
- 9.12.7. Customization of the application software, if required has to be done by the bidder without any additional cost to the Bank based on the UAT observations and statutory guidelines to meet the functional requirement mentioned in Annexure 1.
- 9.12.8. The team should report daily status to the bank IT head or the person responsible for the rollout at bank's end.
- 9.12.9. Any deviation in the scheduled UAT plan has to be immediately communicated to the bank.
- 9.12.10. Vendor team should co-ordinate with the bank IT team whenever required for any input from the bank with regard to UAT, bank will designate resources from IT team for the same.
- 9.12.11. Vendor team is responsible for preparing message dumps, logs, error-codes which are required from Internet Banking solution and bank's team.

9.13. Project Management of Implementation

The overall implementation of the project including Internet Banking has to be monitored by project manager and project management team

The project timeline is mentioned in section 11. The successful bidder shall ensure that implementation is as per the Bank's policies and regulatory requirements. The project with all the deliverables as defined in table below pertaining to proposed solution covering all the requirements given in this RFP is to be completed as per the timelines mentioned in section 11

Bidder has to ensure that only experienced personnel who have past experience in relevant and necessary areas for undertaking the Project activities are deployed for the Bank.

The bidder is required to manage the project of the entire implementation and Go-live of Internet Banking Solution. The bidder is expected to provide expert project management resources to hand hold the Bank throughout the entire project management life cycle and define an effective IT Governance mechanism for the bank.

As part of the project management exercise the bidder is expected to

- A. Setup the project management office and framework comprising of:

- Project charter formulation
- Project risk analysis
- Assistance in project management and project delivery team identification and resourcing
- Change management procedures
- Project planning and detailing
- Project quality management procedures
- Escalation Matrix
- Employ a formal project methodology on all projects undertaken with the level of detail and control scaled appropriately to the magnitude of the project effort and adhere to all project management processes and procedures

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B. Project Manager the following phases of the project:

- Current State assessment
- Business parameterization
- Gap analysis and Customization
- User Acceptance testing
- Data migration
- Pilot Rollout

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C. Closure of issues pending for resolution

D. Measure the progress made in the implementation of the project

E. Track customization and gaps

F. Monitor closure of gaps and customizations as per delivery schedules

G. Provide regular updates to the steering committee and board as required by the Bank

H. Participate in all technical and functional discussions relating to the projects

I. The bidder is required to project manage the Go-Live and provide executive reports.

Escalation Matrix

All escalations will be happening on non-resolution of the reported issues and the decided time frame based on severity.

Level	Designation
Level – 1	Support Engineer
Level – 2	Senior Support Engineer
Level – 3	Project Manager
Level – 4	Delivery Head
Level – 5	Country Head

Some of the indicative deliverables for the bidder is mentioned below:

Stage	Deliverables
Project Preparation	Project Kick-Off Project Charter and Project Plan Resource Deployment Plan
Solution Design Phase	As-Is report To-Be report and Gap Assessment report Design blue print, gaps and way forward
Configuration & Customization	Configuration document consisting of system setting and parameters Customization-design, development and technical documents
Interface creation	Interface with Bank's applications
Acceptance Test	Acceptance test for successful operation of Internet Banking Any necessary additional stress testing to be arranged by bidder
Training	Training to Bank's IT team and team managing IT operations (third party) Training manuals
Go Live	Go-live for Internet Banking (Production environment)
Post go-live stabilization phase & facility Management	Updated manuals (if any) Provide facility management for the internet banking

9.14. Training

- The Bidder shall provide user training to optimal number of personnel identified by Bank on functional, technical and operational aspects of the entire Internet Banking
- On- site training must be provided in all functional areas and should be of minimum 2 days up to the Users' satisfaction. On-site training must synchronize with the phased manner implementation plan and in any case be completed before the start of live operations.
- Training should cover: System Administration, Application and Database Maintenance Training. It should include user training, workflow management and training in system administration, operation and management of application software. Trouble shooting, interpretation of error message, the linkage between various programs and modules of application SW must be integral to this training.
- Bank will measure the effectiveness after the completion of the training.
 - Training deliverables shall be:
 - User Training Plan
 - Training Material in English
 - User Manuals including the customizations specifically done for the bank.

On receipt of each deliverable, Bank will review each deliverable within an agreed time frame.

- For the offered internet banking solution, the Bidder has to arrange for training from the proposed OEM on the technical and operation aspects of the proposed solution to the bank's team.
- All the training manuals provided by the bidder needs to be bank specific which include all the bank specific customization and changes.

9.15. Go-Live of solution

The bidder has to ensure that the respective solutions go-live as per the timelines stated in section 11 of this RFP. The bidder has to get the respective solution verified from the OEM of said solutions that all functionalities stated in the RFP has been completed and an undertaking should be submitted by the respective OEM. The bidder should factor in effort of the respective OEM resources for the design, blueprint, implementation and verification of the implementation.

9.16. Facility Management

The successful bidder is expected to provide the following services, but not limited to:

- Provide solution management services for project duration post go-live of the entire system.
- Provide post go-live Help desk support from a central location.
- Provide complete onsite, fulltime support (at the bank specified centralized location) during implementation and rollout. Bidder will deploy its employee(s) at the Bank location during this period and during the implementation rollout and facility management during the tenure of the contract.
- Provide specialist resources for areas in scope to close the gaps identified during this period.
- The selected bidder has to offer technical and functional support of the service for the tenure of the contract post implementation of solution. During this period, bidder has to provide onsite technical resource(s), if required by the Bank, for providing support from Bank's Corporate Office / DC / DR / Project Office.
- The Bidder will be required to provide technical support to Bank during the entire contract period.
- Bidder is required to proactively monitor, manage and troubleshoot any issues in internet banking solution.
- The facility management of respective solutions will commence after the successful completion of Implementation Phase.
- Bidder need to provide adequate onsite support for the contact period in 24*7 shift.

Bidder need to provide CV of all the resources in the format as mentioned in Annexure 10 which will be evaluated according to the criteria mentioned in Annexure 10.

9.17. AMC & ATS Support

1. The successful bidder should provide comprehensive AMC & Annual Technical Support (ATS) for proposed solution, including hardware, other software, associated modules and services required to meet the requirements in the RFP. The software should come with one year warranty and period of warranty shall start from the date of go-live in Bank's production environment. The ATS shall be for four years after one year of warranty. The hardware should come with three years' warranty. AMC will begin post three-year warranty period of the hardware. The ATS support for Internet Banking should include the following:
 - (i) All minor version upgrades during the period of contract without any extra cost.
 - (ii) Program updates, patches, fixes and critical security alerts as required.
 - (iii) Documentation updates
 - (iv) 24 X 7 support for Internet Banking Solution related malfunctions and ability to log requests online.
2. The Bidder should have back to back agreement with the OEM for ATS and AMC support.

10. Service Levels and Penalties

Bank intends to select the Successful Bidder who shall have common vision to deliver high quality of services to the users.

Definition of terms used in this section is as follows:

1. "**Downtime**" shall mean the time period for which the specified services / components with specified technical and service standards are not available to Bank and excludes the scheduled outages planned in advance and the bandwidth link failures within SLA limits agreed with network service providers.
2. "**Incident**" refers to any event / abnormalities in the functioning of the equipment / specified services that may lead to deterioration, disruption in normal operations of Bank's services.
3. "**Resolution Time**" shall mean the time taken in resolving (diagnosing, trouble shooting and fixing) an incident after it has been reported at the helpdesk. The resolution time shall vary based on the category of the incident reported at the service desk. The category shall be defined and agreed between Bank and Service Provider.

Following are the requirements related to managing the service levels to be maintained in providing such services.

10.1. Service Level Agreement (SLA) and Targets

This section includes the SLAs which Bank requires the Successful Bidder to manage as key performance indicators for the scope of work. The objective of the SLA is to clearly define the levels of services to be delivered by the Successful Bidder to Bank for the duration of the contract.

The following section reflects the measurements to be used to track and report performance on a regular basis. The targets shown in the following sections are for the period of contractor its revision whichever is earlier.

10.2. Service Level Measurement

Bank has defined in-scope services and corresponding SLAs above. Bank shall evaluate the performance of the Successful Bidder on these SLAs compliance as per the periodicity defined.

The Successful Bidder shall provide, as part of monthly evaluation process, reports to verify the Successful Bidder's performance and compliance with the SLAs. Automated data capturing and reporting mechanism will be used for SLA reporting. The bank will leverage existing EMS tools to monitor and manage the Solution / IT Infrastructure.

If the level of performance of Successful Bidder for a particular metric fails to meet the minimum service level for that metric, it will be considered as a **Service Level Default**.

Note: *All service level penalties will be reconciled at the end of every period.*

10.3. At-Risk Amount

The quarterly At-Risk Amount ('ARA') shall be 20% of the estimated quarterly payout of the respective quarter. Overall cap for penalties over the tenure of the contract will be 10% (ten per cent) of the contract value.

The one-time penalty for project initiation and transition closure shall not be subject to the limit specified above on the At-Risk Amount ('ARA').

10.4. Exceptions

Bank shall not hold the Successful Bidder responsible for a failure to meet any Service Level, if it is directly attributable to:

1. Execution of the disaster recovery plan / business continuity plan for a Bank declared disaster situation; and
2. Any established inability of other third party vendor or service provider of the Bank, to fulfill the requirements as per the contract.

10.5. Service Levels

Bank intends to select the Successful Bidder who shall have common vision to deliver high quality of services to the users.

Bidder will have to guarantee a **minimum uptime of 99.9%**, calculated on a monthly basis.

Application availability along with the requisite hardware /appliance (as provided by the bidder) will be 99.9% on 24x7x365. The penalty will be calculated as per the details given below.

- **Uptime percentage** - 100% less Downtime Percentage.

- **Downtime percentage** - Unavailable Time divided by Total Available Time, calculated on a monthly basis.
- **Total Available Time** – 24 hrs. per day for seven days a week.
- **Unavailable Time** - Time involved while the solution is inoperative or operates inconsistently or erratically.

Business Service	Definition	Calculation	Periodicity	Service Level	Penalty	Monitoring Mechanism
INTERNET BANKING Solution	Availability	(Total uptime in a month) / (Theoretical maximum time in a month – scheduled downtime)	Monthly	99.9%	From 99.9% To 99 % Drop – 10% of the Quarterly Payment. For every further 1% drop in Service Level the penalty amount will be doubled.	EMS(Enterprise Management System)
Internet Banking Solution	Utilization	Average CPU utilization should not exceed 70% at the primary data center. The peak CPU utilization should not exceed 70% for more than 15 minutes	Daily	100%	For any every instance of default the penalty will be INR 10000. In case of more than two defaults in a month, the bidder should augment the hardware.	EMS (Enterprise Management System)
Space Utilization	Utilization	At any point of time the storage space asked by the bidder should not cross 70% during contract period	Daily	100%	For any every instance of default the penalty will be INR 10000. In case of more than two defaults in a month, the bidder should augment the hardware.	EMS (Enterprise Management System)

Release Management Change and Services

Business Service	Definition	Calculation	Periodicity	Service Level	Penalty	Monitoring Mechanism
Patch Management	Patch Update	Number of patches for which the approval of rollout was provided and patch was updated within 5 working days	Monthly	100.00%	5% of quarterly payment for Service Level between 95.00% - 100.00% For every further 1% drop in Service Level the penalty %tage will be Doubled.	EMS (Enterprise Management System)

Vendor Management Services

Business Service	Definition	Calculation	Periodicity	Service Level	Penalty	Monitoring Mechanism
Vendor Management Services	Vendor Review Meetings	Number of review meetings conducted / No of review meetings planned	Monthly	100.00%		5% of Quarterly payment per day of delay in reporting. For every week delay in Service Level the penalty percentage will be doubled

The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent quarter payment. The SLA charges will be subject to an overall cap of **10% of the TCO** 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 bidder, the bidder has to submit a pay order / cheque payable at Ballari in favour of Pragathi Krishna Gramin Bank for the same within 15 days from the notice period from the Bank.

Availability Service Level Default

- Availability Service Level will be measured on a monthly basis.
- A Service Level Default will occur when the bidder fails to meet Minimum uptime (99.9%), as measured on a monthly basis.

10.6. Delay in Implementation

Bidder will be required to implement its proposed solution with Bank's applications as specified in the RFP within the specified period from the date of order. In case bidder is not able to complete required milestone within stipulated period from the date of order

Post expiry of initial timelines for completing the implementation, a penalty of 1% of the effected product & services cost per day subject to a maximum of 10% of the effected product & services cost will be charged.

10.7. Penalties

- 10.7.1.** Bank shall reserve the right to perform root cause analysis (RCA) by its internal team(s) or engage external parties to perform the same. The successful bidder shall cooperate with the team performing the procedures. Decision taken by bank for RCA performed shall be final.
- 10.7.2.** The successful bidder must strictly adhere to the delivery dates or lead times identified in its proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to PKGB, may constitute a material breach of the Bidder's performance. As a deterrent for delays during implementation, PKGB may levy penalties for delays attributable to the successful bidder.
- 10.7.3.** All charges will be on quarterly basis.
- 10.7.4.** All payments will be made after deducting penalties, if any.
- 10.7.5.** The penalty amounts will be deducted by the Bank from any payment due or becoming due to the bidder under this purchase contract or may be recovered by

invoking Bank Guarantee or otherwise from bidder.

10.7.6. All the penalties are independent of each other and are applicable separately and concurrently.

10.7.7. Penalties are not applicable for reasons attributable to Bank and / or Force Majeure.

11. Project Timeline

The Bidder is required to adhere to the below timeline:

S	Activity	Time Period for Completion
1	Providing the detailed Project implementation planned, HLD and LLD the Architecture that needs to be installed	Within 2 weeks from the date of acceptance of purchase order
2	Delivery of required software licenses, servers etc. at respective locations	Within 6 weeks from the date of acceptance of purchase order
3	Installation, customization of Software, development of interface, integration, system implementation etc.	Within 16 weeks from the date of acceptance of purchase order.
4	Implementation for User Acceptance Test	Within 20 weeks from the date of acceptance of purchase order
5	Release to production and provide training to Bank officials	Within 24 weeks from the date of acceptance of purchase order

The OEM should provide onsite evaluation of the deployed system, hardware and the architecture and confirm the correctness of the implementation.

B. BID PROCESS

12. Clarification to RFP & Pre- Bid Queries

12.1. The bidder should carefully examine and understand the requirements / 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-H.

12.2. All communications regarding points requiring clarifications and any doubts shall be given in writing to the General Manager, Pragathi Krishna Gramin Bank, IT Department, 32, Sanganakal Road, Gandhinagar, Ballari 583103 – Karnataka or an email can be sent to canararrb.pmo@pkgbank.com by the intending bidders **before 03:00 PM on 15th June 2017 (Thursday)**.

12.3. No queries will be entertained from the bidders after the above date and time.

12.4. 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 <http://www.pragathikrishnabank.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.

12.5. No oral or individual consultation will be entertained.

13. Pre-Bid meeting

13.1. Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting. Bank will have the liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to 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
16-06-2017	Friday	3.30PM	Pragathi Krishna Gramin Bank, Canara Bank RRB CBS Project Office, LIC "Jeevan Soudha" Building, First Floor, 19/19, 24 th Main Road, 1 st Phase, J P Nagar, Bengaluru - 560 078

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

13.2. Reply to the technical queries of the Bidders in the meeting.

13.3. 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.

14. Amendment to Bidding Document

14.1. 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.

14.2. Notification of amendments will be made available on the Bank's website (i.e. www.pragathikrishnabank.com) and will be binding on all bidders and no separate communication will be issued in this regard.

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

15. Bid System Offer

This is two bid systems which have following 3 (Three) parts:

15.1 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.

15.2 Part - B - Technical Proposal– indicating the response to the Technical specification of Servers, System Software for Virtualization. The format for submission of Technical Proposal is as per APPENDIX–B.

15.3 Part - C - Commercial Bid- furnishing all relevant information required as per Bill of Material as per ANNEXURE-20. The format for submission of Commercial bid is as per APPENDIX-C

16. Preparation of Bids

16.1. 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.

16.1.1. The three parts as stated above should be placed in three separate envelopes superscribed with 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid' respectively and properly closed and sealed. Thereafter, all the three envelop shall be placed inside another envelope and properly closed and sealed. The final envelope should be superscribed as " Design, Size, Supply, Implementation & Maintenance of Internet Banking Solutions and other Items in response to RFP PKGB/PMO/RFP/02/2017-18 dated 07/06/2017" (includes separately sealed 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') 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 General Manager, Pragathi Krishna Gramin Bank, Project Office, LIC "Jeevan Soudha", First floor, 19/19, 24th Main Road, J P Nagar first Phase, Bengaluru – 560 078

16.1.2. 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.

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

16.2. Part A- Conformity to Eligibility Criteria:

16.2.1. Before submitting the bid, the bidders should ensure that they confirm to the eligibility criteria as stated in Section-5 of RFP. Only after satisfying themselves of the eligibility, the Offer should be submitted.

16.2.2. The Conformity to Eligibility Criteria as per Annexure-3 among others must contain Demand Draft towards the Application Money as per the Clause 14 and EMD/ Bank Guarantee in lieu of EMD as per Appendix-E of Instructions of this document. The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for, as per Appendix-A.

16.2.3. The Placement of Application Money and EMD in other than Part-A Conformity to Eligibility Criteria will make the bid liable for rejection.

16.2.4. 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 PKGB/PMO/RFP/02/2017-18 dated 07/06/2017 for Installation of Internet Banking Solutions in the Bank.

16.3. Part B-Technical Proposal:

16.3.1. Technical Proposal should be submitted as per the format in Appendix-B. Relevant technical details and documentation should be provided along with Technical Proposal.

16.3.2. It is mandatory to provide the technical details of the Solution required by the bank in the exact format of Annexure-17 of this tender.

16.3.3. 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.

16.3.4. 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.

16.3.5. The Bank shall not allow / permit changes in the technical specifications once it is submitted.

- 16.3.6. The relevant product information, brand, model number offered, printed product brochure, technical specification sheets etc. should and be submitted along with the Offer. Failure to submit this information along with the offer may result in disqualification.
- 16.3.7. 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.
- 16.3.8. Masked commercial bid which is not as per below instruction will make Bid liable for rejection:
- 16.3.8.1. Should be replica of Commercial Bid except that it should not contain any price information (with Prices masked).
- 16.3.8.2. It should not provide any price information like, unit price, tax percentage, tax amount, AMC/ ATS charges, Implementation Charges etc.
- 16.3.9. 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 PKGB/PMO/RFP/02/2017-18 dated 07-06-2017 for Design, Size, Supply, Implementation & Maintenance of Internet Banking Solutions" for RRBs Sponsored by Canara Bank.

16.4. Part C-Commercial Bid:

- 16.4.1. Commercial Bid should be submitted as per the instruction in Appendix-C.
- 16.4.2. Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. The Commercial Bid should give all relevant price information as per Annexure-20. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.
- 16.4.3. Under no circumstances the Commercial Bid should be kept in Part-A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) Covers. The placement of Commercial Bid in Part A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) covers will make bid liable for rejection.
- 16.4.4. The Bill of Material (must be attached in Technical Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal and Commercial Bid, 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

- 16.4.5. 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.
- 16.4.6. Any change in the Bill of Material format may render the bid liable for rejection. The Commercial Bids that are incomplete or conditional are liable to be rejected.
- 16.4.7. The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank.
- 16.4.8. If any of the deliverable product, mainly, Hardware, software, Service/ Support etc. as both VAT and Service Tax, the bidder has to indicate the Goods component with percentage of VAT and Service Component with service Tax involved. The Goods Component \pm Service Component should be limited to 100% of the Cost Price. For example, if Goods Component is 60% then, the Service Component cannot be more than 40%.
- 16.4.9. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as "PART C Commercial Bid for RFP PKGB/PMO/RFP/02/2017-18 dated 07/06/2017 for Design, Size, Supply, Implementation & Maintenance of Internet Banking Solutions and other Items.

17. Application Money

- 17.1. This document can be downloaded from Bank's website <http://www.pragathikrishnabank.com/tenders.html>. In that event, the bidders should pay the Application fee of Rs.25,000/-(non-refundable) for tender document by means of DD drawn on any scheduled Commercial Bank in favour of Pragathi Krishna Gramin Bank, payable at Ballari and submit the same along with Part A - Conformity to Eligibility Criteria.
- 17.2. 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.

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.

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

- 18.1 The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) of **Rs.25,00,000/- (Rupees Twenty Five Lakh Only)** by way of Demand Draft drawn on any scheduled bank in favour of Pragathi Krishna Gramin Bank, payable at BALLARI and should be kept along with the Part – A – Conformity to Eligibility Criteria

- 18.2 In Case the EMD is submitted in the form of Bank Guarantee the same should be valid **for minimum period of 6 months** from the last date for submission of offer. The format for submission of EMD in the form of Bank Guarantee is as per **APPENDIX-E**.
- 18.3 Submission of EMD in other than Eligibility Criteria Envelope-I is liable to be rejected on grounds of non-submission of EMD.
- 18.4 The EMD of the Bidders not qualified under evaluation of Part – A – Conformity to eligibility Criteria will be returned within 15 days after opening the Part – B - technical Proposals. The EMD of the Bidders not qualified under Technical Proposal will be returned within 15 days after opening of the commercial bid of the technically qualified bidders / conducting Reverse Auction. The EMD of other bidders will be returned upon the selected bidder accepting the order/LOI and furnishing the Pperformance Bank guarantee.
- 18.5 The EMD may be forfeited/ Bank Guarantee may be invoked:
- 18.5.1. If the bidder withdraws or amends the bid during the period of bid validity specified in this document.
- 18.5.2. If the Bidder/s fails to participate and quote price in Online Reverse Auction or fails to Login in reverse Auction.
- 18.5.3. If the selected bidder fails to accept the purchase order within 7 days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the RFP.

19. Make and Models

It is mandatory to provide make & model of all the items and their subcomponents as has been sought in the technical specification. The Offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of make, model of the items offered. Please note that substituting required information by just brand name is not enough. Bidder should not quote hardware/Software which is already End of Sale. Bidder should not quote Hardware / Software which are impending End of Sale in one year from the date of submission of Bid items which are impending End of Life/End of Support during the warranty & AMC period.

20. 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 items which are impending End of Life/End of Support.

21. Documentation

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

22. Costs & Currency

The Offer must be made in Indian Rupees only as per Bill of Material (ANNEXURE-20)

23. Erasures or Alterations

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

24. Assumptions/Presumptions/Modifications

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

25. Submission of Bids

25.1 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.

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

Last Date of submission of Bid	Day	Time	Venue
07/07/2017	Friday	Up to 03:00PM	Canara Bank RRB CBS Project Office, LIC "Jeevan Soudha" Building, First Floor, 19/19, 24th Main Road,1st Phase, J P Nagar, Bengaluru -560 078

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

25.4 Bids sent through post/courier will not be accepted/ evaluated. Bids should be submitted in the tender Box.

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

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

First Official	Alternate Official
Mr. Pankaj Kumar Yadav. Senior Manager, Pragathi Krishna Gramin Bank, LIC "Jeevan Soudha" Building, 1 st Phase, J P Nagar, Bengaluru -560 078 Tel : 080-26087510	Mr. Shridhara Hegde, Chief Manager (IT), Pragathi Krishna Gramin Bank, LIC "Jeevan Soudha" Building, 1 st Phase, J P Nagar, Bengaluru -560 078 Tel :080-26087547

25.7 In case bid documents are too bulky to be placed inside the tender box, arrangements will be made by the above mentioned officials to receive the Bids. However Bidder should reach the venue before the date and time (23.2) stipulated above.

26. Bid Opening

26.1 **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
07/07/2017	Friday	03:30PM	Canara Bank RRB CBS Project Office, LIC "Jeevan Soudha" Building, First Floor, 19/19, 24 th Main Road, 1 st Phase, J P Nagar, Bengaluru -560 078

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

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

26.2. 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.

26.3. The Bidders may note that no further notice will be given in this regard. Further, in case the bank does not function on the aforesaid date due to unforeseen

circumstances or holiday then the bid will be accepted up to 3.00 PM on the next working day and bids will be opened at 3:30 PM at the same venue on the same day.

26.4. The following details will be announced at the time of bid opening.

26.4.1. **Bidders** name

26.4.2. Presence or absence of cost of the bidding document and Bid security (In case of Technical bid opening)

26.4.3. Such other details as the Bank at its discretion may consider appropriate.

26.5. If any of the bidders or all bidders who submitted the tender are not present during the specified date and time of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the Part A -Conformity to Eligibility Criteria in their absence

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

26.7. The Technical Bid of only those bidders who qualified in **Part A- Conformity to Eligibility Criteria will be evaluated.**

C. SELECTION OF BIDDER

27. Preliminary Scrutiny

The Bank will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of RFP, whether the documents have been properly signed and whether items are offered as per RFP requirements, 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 of the Eligibility Criteria and bidding document is submitted without any material deviations.

28. Clarification of Offers

28.1. 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.

28.2. The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. This waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

29. Evaluation of Bids

a. Objective of the Evaluation Process

The objective of the evaluation process is to evaluate the bids to select an effective and best fit solution at a competitive price. The evaluation by Bank will be undertaken by an internal committee formed by Bank. Bank may consider recommendations made by external experts / consultants on the evaluation. The decision of the committee shall be final.

The evaluation will be a three-phase process:

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

Bank will use a scoring mechanism defined in the RFP to score each of the RFP responses with appropriate apportionment of scores. The Bidders who qualify the eligibility and technical evaluation criteria shall be considered for Commercial evaluation and the successful Bidder will be determined based on the Lowest Commercial Quote (L1) post reverse auction

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 required format.

Bank may call for any clarifications / additional particulars required, if any, on the technical / commercial bids submitted. The bidder has to submit the clarifications / additional particulars in writing within the specified date and time. The bidder's offer may be disqualified, if the clarifications / additional particulars sought are not submitted within the specified date and time.

Bank reserves the right to call for presentation/s, service model, on the features of the solution offered etc., from the bidders based on the technical bids submitted by them. Based upon the final technical scoring, short listing would be made of the eligible bidders for final commercial evaluation.

b. Evaluation Process

c. Initially only the Eligibility bid will be opened and evaluated. The eligibility bids will be evaluated and bidders qualifying the eligibility criteria will be considered for technical bid evaluation. The Technical Bid of only those bidders who qualified in **Part A- Conformity to Eligibility Criteria will be evaluated**

d. Thereafter, the technical bids will be evaluated and a technical score would be arrived at.

In second stage, only those bidders, who have qualified in the technical evaluation, shall be invited for commercial bid opening. The evaluation methodology is as under:

i. Preliminary Examination of Offers

The Bank will scrutinize the offers to determine their completeness (including signatures from the relevant personnel), errors, commissions in the technical & commercial offers of respective bidders. The Bank plans to, at its sole discretion; waive any minor non-conformity or any minor deficiency in an offer. The Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

ii. Eligibility Bid Evaluation

Bank shall scrutinize the Eligibility bids submitted by the bidder. A thorough examination of supporting documents to meet each Eligibility Criteria (section 5) shall be conducted to determine the eligible bidders. Bidders not complying with the eligibility criteria are liable to be rejected and shall not be considered for Technical Evaluation.

The bidders complying with the eligibility criteria (mentioned in section 5) in entirety shall be considered for technical evaluation.

iii. Technical Bid Evaluation

The Technical Proposals of only those bidders shall be evaluated who have satisfied the eligibility criteria bid mentioned in section 5 of this RFP.

Bank may seek clarifications from the any or each bidder as a part of technical evaluation. All clarifications received by the bank within stipulated time shall be considered for evaluation. In case a clarification is not received within the stipulated time, the respective technical parameter would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by the Bank.

The proposal submitted by the Bidders shall, therefore, be evaluated on the following criteria:

Technical evaluation	Evaluation Approach
Compliance to Annexure 17 – Functional & Technical Specifications	<ul style="list-style-type: none">• The Bidder is required to submit the compliance to Annexure 17-Functional & Technical Specifications.(Maximum Marks 250) <p>Note:</p> <ul style="list-style-type: none">• Deviations and non-conformance to requirements in the RFP shall be penalized• Bidder should ensure that the compliance against Annexure 17 – Functional & Technical Specifications should be over 90% and any critical non-compliance may lead to disqualification. <p>Unreasonable scope limitation which defeat the purpose of this RFP shall lead to reduction in scores or even possibility of disqualification of the bidder. This will be at the sole discretion of the Bank</p>
Bidder / OEM's capability and experience	<ul style="list-style-type: none">• The bidder has implemented the proposed solution in at least 3 banks with at least one of them having Finacle as CBS – 150 Marks• The bidder has implemented Internet Banking solution in at least 3 banks with at least one of them having Finacle as CBS –

	<p>120 Marks</p> <ul style="list-style-type: none"> The bidder has implemented the proposed solution in at least 3 banks – 105 Marks <p>Note: Bidder/OEM is required to submit relevant credentials from scheduled Banks in India</p>
Site Visit	<ul style="list-style-type: none"> A Committee of people from the Bank would carry out Reference Site Visits and / or Telephonic discussions with the existing customers of the Bidder. The inputs that have been received from the Customer would be considered by the Bank and this might not need any documentary evidence. This rating would be purely on the inputs provided by the Bidder's customers. (Maximum 50 marks) <p>Note: Bidder/OEM is required to submit relevant details scheduled Banks in India</p>
Technical Presentation on Capability and Service Delivery	<ul style="list-style-type: none"> Understanding of Bank's business and Operating environment (10 Marks) Demonstration of organization capability for the proposed initiative (15 Marks) Service Model demonstration (15 Marks) <p>Demonstration of value proposition offered in the bid which shall enable the success of the project (10Marks)</p>

Parameter	Weightage	Maximum	Minimum Score
Compliance to Functional & Technical Specifications Annexure	50%	250	225
Bidder / OEM's capability and experience	30%	150	105
Site Visit	10%	50	35
Technical Presentation on Capability and Service Model	10%	50	35
Total	100%	500	400

Bidders scoring a minimum of 90% in Compliance to Annexure 17 and for rest of the evaluation parameters bidders should score a minimum 80% in each evaluation parameter stated above shall be considered as technically qualified.

Bank at its discretion may reject the proposal of the Bidder, without giving any reason whatsoever, if in case the submission/responses received from the Bidder or site visits were found to be unsatisfactory

In Case, none of the participating bidders qualify on technical criteria by reaching or exceeding the cut-off score of 80%, then the Bank, at its sole discretion, may relax the cut-off score to a lower value, which, in any case, shall not fall below 70%. In case at

least 2 participants are not with score 70%, Bank reserves the right to cancel and go in for retendering process; however this would be at the sole discretion of the Bank.

Technical Evaluation Process

Bidder should ensure that the compliance against Annexure 17-Functional & Technical Specification should be over 90% and any critical noncompliance may lead to disqualification

29.2.4. Scoring methodology for Functional and technical Requirements

The minimum functional and technical specifications for the Internet Banking solution are given in Annexure 17: Functional and Technical Specifications. All the requirements are mandatory. Bidder shall indicate the availability of each requirement as fully compliant (F), Customization (C) and Non-Compliant (N).

Bidders should secure at-least 90% of the maximum marks for the functional requirements for the internet banking to Qualify for commercial Evaluation

Marks will be awarded as per the Table Below:

Fully	Marks
Fully Compliant (F)	1.0
Customization (C)	0.5
Non – Compliant	0

Where

Fully Compliant (F): The System that shall be delivered currently supports this function either in native form or through existing parameterization without further enhancement or the use of either programming or user tools, i.e. included in the base package, to be delivered in the version of solution being proposed to the Bank.

Customization(C): The function is not available in the product and it would require customization by the Bidder and the Bidder shall provide these features at no extra cost before the beginning of the User Acceptance test.

Non-Compliant (N): The function is not available in the product and cannot be provided even after customization.

Please note that all the requirements stated in Annexure17: functional & Technical Specifications are critical for the envisaged Internet Banking Solution. Bank may at its sole discretion request any / all the bidders to justify non-compliant (N) response to any of the defined requirements. Any unreasonable non-compliance /deviations to functional or technical

requirements which defeat the purpose of this initiative may lead to disqualification of the bid at sole discretion of the Bank.

29.2.5. Commercial BID Evaluation (Indicative)

Commercial bid of only those Bidders shall be opened who have been Technically Qualified on the basis of Technical Proposal.

Bank will select the lowest commercial bid through Online Reverse Auction Process. The Bank will notify the date and time for participating in the Online Reverse Auction process to the technically qualified Bidders.

The Bidder with the lowest commercial Bid after the successful completion of the online reverse Auction process will be declared Successful L1 Bidder shall be considered for award of Contract.

Commercial Bid Valuation shall be considered as below in case of any discrepancy:

1. If there is a discrepancy between words and figures, the amount in words shall prevail.
2. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail.
3. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of bank, there is an obvious error such as a misplacement of a decimal point, in which case the line item total will prevail.
4. Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the schedule of prices, the amount obtained on totaling the line items in the Bill of Materials will prevail.
5. The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail.
6. If there is a discrepancy in the total, the correct total shall be arrived at by bank.
7. In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
8. At the sole discretion and determination of the bank, the bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.
9. Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

10. All liability related to non-compliance of this minimum wages requirement and any other law will be the responsibility of the bidder.
11. The highest technical bidder shall not automatically qualify for becoming selected bidder and for award of contract by the bank.
12. The bank shall not incur any liability to the affected bidder on account of such rejection.
13. The bidder whose technical and commercial bid is accepted will be referred to as “Selected Bidder” and the bank will notify the same to the selected bidder.
14. The selected bidder shall provide revised TCO and the revised break-up of the cost items post reverse auction.
15. The final decision on the successful bidder will be taken by the bank. The implementation of the project will commence upon signing of a contract between the Bank and the selected bidder based on the evaluation.
16. If for some reason, the successful bidder fails to execute the agreement within a specified timeline, the bank reserves the right to award the contract to the next most eligible bidder based on the evaluation scores and commercial prices quoted during Online Reverse Auction.

30. Bidders Presentation / Site Visits / Product Demonstration/POC

- 30.1. The Bank reserves the right to call for a presentation on the features and functionalities from those Bidders who have qualified in Part B –Technical Proposal based on the technical bids submitted to make an evaluation. This exercise will be undertaken before opening of the Commercial Bids of the technically qualified responsive Bidders.
- 30.2. 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. The Bank may at its discretion, as a part of the technical evaluation may request either all bidders or any of them to arrange for the demonstration of their product more than once if felt necessary before commercial evaluation.
- 30.3. The Bank at its discretion call for providing of Proof of Concept (POC) of proposed solution at the site mutually agreed.
- 30.4. Bidders should arrange for visits to the reference sites wherein the product is successfully implemented by them. The bidder shall take necessary permission from the site owner and demonstrate the features and performance to the Bank at their own cost. The Bank may require onsite reference visit or a Telephonic conversation with the concerned.

- 30.5. 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.
- 30.6. 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.

31. Normalization of Bids

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

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

Or

31.1.2. Revised submissions of the entire bid in the whole

- 31.2. 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.
- 31.3. **The** shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

32. Intimation to Qualified / Successful Bidders

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

33. 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:-

- 33.1. Bank may waive off any minor infirmity or non – conformity or irregularity in a bid, which does not constitute a material deviation.
- 33.2. 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.
- 33.3. If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
- 33.4. If there is discrepancy in the total arrived at Bill of Material (addition, subtraction, multiplication, division and carryover of amount from one page to another), correct total will be arrived by the Bank and same will prevail over the total furnished in the Bill of Material.
- 33.5. 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.
- 33.6. If the bidder does not accept the correction of errors, the bid will be rejected.
- 33.7. Determination of L1 Price:
- 33.8. L1 Price will be determined after giving effect to arithmetical correction, if any.
- 33.8.1. 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 -20 of RFP or in a manner described in Brief Business Rules and terms & Conditions of reverse Auction are detailed in Appendix – J
- 33.8.2. 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.
- 33.8.3. The bank reserves the right to 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.
- 33.8.4. 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.

34. Online Reverse Auction

- 34.1. Bidders, who's Commercial Bids (Indicative) has been opened by the Bank will be called for the Reverse Auction.
- 34.2. 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.

- 34.3. 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 Appendices-I.
- 34.4. Bank will call the technically qualified bidders whose Commercial Bids have been opened by the Bank for participating in the Reverse auction process which will be conducted by an Auction company authorized by the Bank. Specific rules for this particular event viz. date and time, CAP price, bid decrement value, duration of event etc. shall be informed by the Auction Company to the participating bidders before the event. The bidders should furnish indicative prices for the project in their Indicative Commercial Bid to facilitate finalizing the start bid for “Reverse auction”. However, the CAP price for Reverse auction will be fixed by the Bank.
- 34.5. 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.
- 34.6. The L-1 bidder emerging at the end of the Reverse Auction process shall be required to submit the break-up of their Final price (last bid price) again as per Annexure-20. 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.

34.1. Re-Auction/s Rules

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

- 34.1.1.1. At the end of the Reverse Auction, L1 price is not acceptable to the Bank.
- 34.1.1.2. 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.
- 34.1.1.3. At the end of the Reverse Auction If only one bidder puts up bid/s, Bank at its discretion may decide a re-auction.

34.1.2. 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.

- 34.1.3. If at the end of the Reverse Auction /s only one Bidder Submits their Bid, Bank reserves the right to place the entire order on L1 Bidder only
- 34.1.4. 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.
- 34.1.5. 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.

35. Bid Validity Period

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

36. Proposal Ownership

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

37. Project Ownership

- 37.1 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 submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the project. The bidder must specify all relationships with third parties in respect of the ownership and also maintenance & support of all hardware and software related to Supply, Installation and Maintenance of Servers, System Software for Virtualization and Other Items which are relevant to this RFP.
- 37.2 Ownership letter by the bidder to be submitted (Undertaking letter by the bidder taking the ownership of the project execution in case third party also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership).
- 37.3 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.

38 . Acceptance of Offer

- 38.1 The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 38.2 The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
- 38.3 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.
- 38.4 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.

39. Award of Contract

- 39.1 The bidder whose Commercial bid is accepted by the Bank 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.
- 39.2 The contract shall, be awarded and the order shall be placed on selected L1 Bidder.
- 39.3 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.
- 39.4 The Bank reserves the right to consider the late acceptance of the order, if any, at its discretion.
- 39.5 Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.
- 39.6 The L1 bidder will be required to supply the hardware and solution to various branches / Office of the Bank at the rates not higher than the agreed rate finalized under this RFP.

D. TERMS AND STIPULATIONS

40. Effective Date

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.

41. Project Execution

- 41.1 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.
- 41.2 Bidder has to factor a dedicated onsite project manager for implementation and Go-Live of the project.

42. Security Deposit / Performance Bank Guarantee.

- 42.1 The successful bidder should submit a Security Deposit / Performance Guarantee for 10% value of the contract within 21 Working days from the date of receipt of the order.
- 42.2. If the Security Deposit / Performance Guarantee is not submitted within the date stipulated above, penalty at 0.50% per week on the cost of the order will be deducted from the delivery payment for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 5% of the total order value.
- 42.3. Security Deposit should be submitted by way of DD drawn on Pragathi Krishna Gramin Bank payable at **Ballari**/Bank Guarantee may be obtained from any of the Scheduled Banks. However it should be as per the bank's format.(Appendices-D)
- 42.4. Security deposit shall be retained till completion of warranty period. Similarly bank guarantee should be valid/ extended till completion of warranty period. The guarantee should also contain a claim period of three months from the last date of validity.
- 42.5. 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.
- 42.6. The security deposit / bank guarantee will be returned to the vendor on completion of warranty period of three years.
 - 42.6.5. 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.

43. Execution of Agreement

- 43.1 Within 30 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.
- 43.2. 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.

43.3. 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.

44. Delivery, Installation & Maintenance

- 44.1. Delivery should be within Five to Six weeks from the date of receipt of the Purchase Order for both non-road permit locations and Road Permit required locations. Please note that no extra charge/ tax will be paid for those locations where road permit is required. Vendor only has to arrange for road permit at his cost. It will be the sole responsibility of the vendor to submit any form required for release of shipment from the check post.
- 44.2. The successful bidder should ensure the installation of the delivered hardware at the bank branch/office within a week from the date of delivery of the hardware.
- 44.3. Bank reserves the right to change/modify locations for supply of the items. In the event of any change/modification in the locations where the hardware items are to be delivered, the bidder in such cases shall deliver, install and maintain at the modified locations at no extra cost to the Bank. However if the hardware items are already delivered, and if the modifications in locations are made after delivery, the bidder shall carry out installation and maintenance at the modified locations and the Bank in such cases shall bear the shifting charges/arrange shifting. The Warranty/AMC should be applicable to the altered locations also.
- 44.4. The Installation will be deemed as incomplete if any component of the hardware 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.
- 44.5. The Bank will not arrange for any Road Permit / Sales Tax clearance for delivery of hardware to different locations and the Vendor is required to make the arrangements for delivery of hardware to the locations as per the list of locations / items provided from time to time by the Bank. However, the Bank will provide letters / certificate regarding placing of order / authority to the Vendor, if required.
- 44.6. Partial or incomplete or damaged delivery of materials will not be considered as delivered of all the ordered materials. Date of delivery shall be treated as date of last material delivered to the ordered locations if materials are not damaged. In case materials are delivered with damage, Date of delivery shall be treated as date of replacement of damaged material with new one. Delivery payment shall be paid against completion of delivery of all the ordered materials without any damage and proof of delivery duly certified by Bank's Officials, along with delivery payment claim letter.

45. Liquidated Damages

The Bank will consider the inability of the bidder to deliver services or install the equipment within the specified time limit as a breach of contract and would entail the payment of Liquidated Damages on the part of the bidder. The liquidated damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalization, implementation, training, acceptance, warranty, maintenance etc. of the proposed solution/services) by the bidder.

Installation will be treated as incomplete in one/all of the following situations:

1. Non-delivery of any component or other services mentioned in the order.
2. Non-delivery of supporting documentation.
3. Delivery/ availability, but no installation of the components and/or software.
4. No integration.
5. Non-Completion of Transition within suggested timeline.
6. System operational, but unsatisfactory to the Bank.

Bank may at its option demand and recover from the Successful Bidder(s) an amount equivalent to 1 (one) percent of the undelivered portion of contract value for every week of delay or part thereof, subject to a 10% of the overall contract value. Once the maximum is reached, the Bank may consider termination of the contract. Similarly for delay in services, Bank may at its option demand and recover from the Successful Bidder (s) an amount equivalent to 1 (one) percent of the incomplete portion of services for every week of delay or part thereof. Further, the Bank also reserves the right to cancel the order and invoke the Bank Guarantee / Performance Guarantees in case of inordinate delays in the delivery / installation of the equipment. Bank may foreclose the bank guarantee without any notice. In the event of Bank agreeing to extend the date of delivery at the request of Successful Bidder(s), it is a condition precedent that the validity of Bank guarantee shall be extended by further period as required by Bank before the expiry of the original bank guarantee. Failure to do so will be treated as breach of contract. In case of such an event, Bank, however, reserves its right to foreclose the bank guarantee.

- 45.1 The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Orders levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.
- 45.2 All the above LDs are independent of each other and are applicable separately and concurrently.
- 45.3 LD is not applicable for the reasons attributable to the Bank and Force Majeure.

46. Pricing & Payments

- 46.11 The Price offered to the Bank must be in Indian Rupees, and inclusive of Duties/Insurance/Freight but Exclusive of all taxes CST / LST / VAT/Octroi/Entry Tax Etc. The Vendor has to quote the applicable taxes separately.
- 46.12 The item value along with CST/VAT should be claimed in the invoice, location wise and CST/VAT will be paid in actual at our end. However please note that taxes will be paid to the maximum of taxes indicated in the Bill of Material. Octroi / Entry Tax, if applicable, will also be paid / reimbursed at our end centrally on production of original payment receipt from the respective location where the items were delivered.
- 46.13 The Octroi/Entry Tax will have to be claimed separately by submitting the original Octroi /Entry tax paid receipt location wise and it should be claimed before / within the installation payment.
- 46.14 No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the offer validity period.
- 46.15 From the date of placing the order till the delivery of the systems, if any changes are brought in the duties such as excise/customs etc., by the Government, resulting in reduction of the cost of the systems, the benefit arising out of such reduction shall be passed on to the Bank.
- 46.16 Applicable Taxes will be paid at actual.
- 46.17 If any of the deliverable product, mainly, Hardware, software, Service/Support etc. has both VAT and Service Tax, the bidder has to indicate the Goods component with percentage of VAT and Services Component with Service Tax involved. The Goods Component + Services Component should be limited to 100% of the Cost Price. For example, if Goods Component is 60% then, the Service Component cannot be more than 40%.

47. Payment Terms

All Payments will be through e-payment mode only by way of NEFT / RTGS. All Payment will be released by the Bank on production of relevant documents. The Delivery Note and Invoices should be raised on Pragathi Krishna Gramin Bank, Account Pragathi Krishna Gramin Bank, Head office, Ballari & Kerala Gramin Bank, Head Office, Malappuram Kerala, as per the purchase order. The invoices should be submitted to the Project office at the below address: -

Pragathi Krishna Gramin Bank
The Senior Manager, Pragathi Krishna Gramin Bank, Canara Bank RRBs Project Office, LIC "Jeevan Soudha" Building, First Floor, 19/19, 24 th Main Road, 1 st Phase, J P Nagar, Bengaluru -560 078 Karnataka State

The Banks shall release the payment of each undisputed Invoice raised in accordance with this RFP and subsequent Purchase Order/s within thirty (30) calendar Days after its receipt unless otherwise mutually agreed in writing, provided that such invoice accompany the required documents together with evidence of delivery / installation and payable under this RFP and subsequent Purchase Order.

The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by 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.

47.1. 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 **Annexure 20 – Bill of Materials**

47.2. The component wise payment will be as mentioned below

47.2.1. Application (license) Cost

The following payment terms would be applicable to the license costs for the following applications

1. Internet banking Software
2. Any other software licenses required

The license cost for all the above software to be provided by the Bidder as a part of the proposed solution shall be paid as follows;

47.2.1.1. 60% of the cost, of such software, will be payable on successful installation of the said software, and

47.2.1.2. 30% of the cost, of such software, will be payable on successful implementation with all the functionalities of the said software and acceptance sign off from the Bank, and

47.2.1.3. The balance 10% of the software cost, will be payable on completion of 3 months from the date of successful implementation and sign off of the said software.

47.2.2. Hardware Costs (DC and DRC) for all hardware as part of the Solution

It is to be noted that the Bidder needs to quote for fully loaded hardware for the Solution. Bidder has to provide all required support for accelerated rollout of the proposed solution as per the phases mentioned in the RFP.

The following payments terms would be applicable to the DC and DRC Hardware cost for the following applications

Business Solutions:

1. Internet Banking Solutions

2. Any other Hardware

47.2.2.1. 50% of the delivered hardware cost would be payable on successful installation, commissioning and acceptance of the hardware at DC and DRC respectively or on completion of three months from the date of issuance of Purchase Order whichever is later;

47.2.2.2. 30% of the delivered hardware cost would be payable on successful implementation of integration of Internet Banking Solution or on completion of six months from the date of issuance of Purchase Order, whichever is later;

47.2.2.3. 10% of the delivered hardware cost would be payable on completion of eight months from the date of successful implementation of the integrated Internet Banking Solution.

47.2.2.4. Balance 10% of the delivered hardware cost would be payable on completion of the warranty period, which may be released against the go live of the respective application.

47.2.2.5. The payments for the additional hardware will be on delivery and the successful commission of such hardware.

47.2.3. Interface building costs

The Bidder will be paid applicable amounts for each of the interfaces built during the quarter at the end of the quarter after satisfactory working for minimum 30 days in production.

47.2.4. Customization cost

47.2.4.1. The cost of customization of gaps identified during product demonstration, current state study, training, functional requirements specifications study, system testing, user acceptance testing, business process reengineering should be included by the Bidder as Implementation costs. The Bank will not pay the Bidder any additional charges at a later date for all such customizations.

- 47.2.4.2. The Bidder shall take up all such functionality as required by the Bank on a priority basis even though the Bidder is supposed to provide for the same at a later date as per its response in Annexure 17 – Functional Specifications and till such time the functionality is not provided for the Bidder will suggest a suitable workaround for the same. The Bank will not pay the Bidder any additional charges for such customization requests.
- 47.2.4.3. All additional customization over and above the RFP requirements as per the man day rates quoted in the tender would be paid to the Bidder on the completion of respective customization user acceptance and go live along with Bank signoff including 30 days of successful working of the customization delivered in the live environment.
- 47.2.4.4. The workaround provided by the Bidder may be acceptable to the Bank as a temporary solution but the Bank may still insist on a particular functionality to be made available as a regular feature of the software in which case the Bank shall decide the priority. It should be distinctly understood by the Bidder that providing workarounds should not be treated as customization completed.

47.2.5. Implementation cost for Internet Banking Solution

- 47.2.5.1. 10% of the implementation cost for Internet Banking Solutions, for all the Phased Implementation, would be payable on successful completion of current state assessment, gap analysis and systems specifications definition phase (respective phase) or on completion of 2 month from the date of issuance of Purchase Order, whichever is later;
- 47.2.5.2. 15% of the implementation cost for Internet banking Solution, for all the phased implementation, would be payable on successful completion of the customization and testing phase or on completion of 4 months from the date of issuance of Purchase Order, whichever is later;
- 47.2.5.3. 50% of the implementation cost for Internet banking Solution, for all the phased implementation, would be payable on successful implementation of the application of all the phases and go live; and
- 47.2.5.4. The balance 25% of the implementation cost for Internet banking Solution, for the phased implementation, would be payable on completion of 3 months from the date successful implementation of the Internet Banking application and go live all phases.

47.2.5.5. Implementation cost for other application will be paid after 2 months of go-live of such application, without any pending or unresolved deliverables/issues.

47.2.5.6. Implementation cost of any additional requirements would be paid upon successful completion of the implementation and successful operations along with Bank sign off in the live environment for at least 30 days.

47.2.6. Additional MIS/Reports cost

On completion of the required additional MIS/Reports in batches of 100, the Bank will release the 100% payment for each batch of 100 reports post the successful testing, acceptance and deployment into the production environment for the Solution.

47.2.7. Training Costs

47.2.7.1. Core Team Training

47.2.7.1.1. 50% of the training cost, would be payable on successful completion of the training phase for the entire core team;

47.2.7.1.2. 50% of the training cost, would be payable on successful implementation of the Internet banking solution for all phases;

47.2.7.2. Other Trainings

47.2.7.2.1. Will be paid on successful completion of the mandated training.

47.2.7.2.2. Training cost for any additional ad hoc training requested by the Bank would be payable on successful completion of the training.

47.2.8. Facilities Management

The annual amount to be paid towards facilities management would be divided into 4 equal instalments, to be paid quarterly at the end of each quarter. The first quarter would begin from the 1st of the next month of the date of completion of successful implementation of the Phase 1 of Internet Banking Solution for the facilities being managed by the Bidder. The quote needs to factor the infrastructure under warranty and which therefore would not warrant a facilities management charge.

47.2.8.1. Fees for deploying Service desk Personnel

The fees for deploying Service Desk Personnel would be payable monthly, at the end of the month, on actual, as per the bill submitted by the Bidder and on verification of the Bank.

- 47.3.** All AMC and ATS cost would be paid quarterly by the Bank
- 47.4. Also,** the payments for that quarter will be made only after the acceptance of the milestones and relevant activities / deliverables for that quarter. Any delay in achievement of the milestones or deliverables will result in further delay of the payment.
- 47.5.** The Bidder recognizes that all payments to the Bidder under this RFP and subsequent agreement are linked to and dependent on successful achievement and acceptance of milestones / deliverables / activities set out in the Project Plan and therefore any delay in achievement of such milestones / deliverables / activities shall automatically result in delay of such corresponding payment.
- 47.6.** The fees payable by the Bank to Bidder shall be inclusive of all costs such as insurance, taxes (including service tax, as per the rates applicable), custom duties, levies, cess, transportation, installation, (collectively referred to as —Taxes) that may be levied, imposed, charged or incurred and the Bank shall pay the fees due under this RFP and subsequent agreement after deducting any tax deductible at source (—TDS), as applicable. The Bidder will need to provide the details for the tax rates as considered in the pricing. This will be used for subsequent tax changes.
- 47.7.** The Bidder has to submit the undisputed invoice along with necessary signoff and acceptance documents from the Bank, The Bank shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within thirty (30) Working Days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such Fees have become due and payable under this RFP and subsequent agreement.
- 47.8.** Any objection / dispute to the amounts invoiced in the bill shall be raised by the Bank within reasonable time from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), the Bank will make payment within thirty (30) Working Days of the settlement of such disputes.
- 47.9.** All out of pocket expenses, traveling, boarding and lodging expenses for the entire Term of this RFP and subsequent agreement is included in the amounts quoted in Annexure 20 – Bill of materials and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc.

47.10. All the payments becoming due during each of the quarters of the contract period will be paid at the end of the respective quarter. The first quarter for this purpose will end after 3 months from date of signing of the contract or master agreement with the Bank.

48. Order Cancellation / Termination of Contract

The Bank reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Bank on the following circumstances:

1. The selected bidder commits a breach of any of the terms and conditions of the contract.
2. The bidder goes in to liquidation voluntarily or otherwise.
3. An attachment is levied or continues to be levied for 7 days upon effects of the bid.
4. The progress regarding execution of the contract by the bidder is unsatisfactory.
5. Deduction on account of penalties exceeds 10% of the total contract price.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the bank will provide 30 days cure period to the bidder however the Bank reserves the right to get the balance contract executed by another party of its choice if selected bidder does not perform satisfactorily at the end of 30 days cure period. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out the bidding process for the execution of the balance of the contract. This clause is applicable if for any reason the contract is cancelled.

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 / or invoking Bank Guarantee, if any, under this contract or any other contract /order.

49. Local Support

- 49.1 The bidder should be capable of meeting the service & support standards as specified in this tender.
- 49.2 The bidder shall provide Warranty and AMC support [if contracted] during office Hours on all Bank Working days of the year for all the locations.
- 49.3 Response Time and Meantime to Restore (MTTR)
- 49.4 Response Time shall be 6 hours for Urban Branches and 8 hours for other locations.

50. Software, Drivers and Manuals

- 50.1. The vendor will supply along with each item ordered all the related documentation and software.
- 50.2 All related documents, manuals, catalogues and information furnished by the bidder shall become the property of the Bank.

51. Warranty

- 51.1. The entire equipment / hardware (including OS) for this project shall be under Comprehensive Onsite Warranty covering all parts including for the display panel, updates, minor upgrades of software, maintenance or support for its proper operation, performance and output as specified in the tender technical specifications for a period of three years from the Date of Installation / Commissioning.
- 51.2. The Application software for Internet Banking Solution other than OS shall be under comprehensive Warranty for a period of one year

52. Scope Involved During Warranty and AMC Period (if contracted)

During the period of contract up to completion of Warranty and also during Annual Maintenance Contract, the bidder shall perform the following:

- 52.1. If any software and Hardware updates provided by the OEM as free of cost, it should be provided and installed & configured by the selected bidder during Warranty and AMC support
- 52.2. Any corruption in the Software or media shall be rectified during the full period of the contract including Warranty and AMC, if contracted, at no extra cost to the Bank.
- 52.3. The system spare parts/services, as and when required, and complete maintenance of the Servers, Storage Systems and other Items during warranty period and AMC shall be supported for a period to be specified by the bank.
- 52.4. The support shall be given in person or through telephone, FAX, letter and E-mail within a reasonable time as the case may be.
- 52.5. Only licensed copies of software shall be supplied and ported in the Servers, Storage Systems and other Items. The bidder shall grant an irrevocable perpetual license to the Bank to use the software. Further, all software supplied shall be of latest version.
- 52.6. The bidder shall provide centralized complaint booking facility to the bank and the dash board, if available, shall be provided to the Bank. The method of booking complaints shall be E-mail, Toll-free no, on line portal, web, etc.
 - 52.6. 1. Escalation matrix should be provided for support, technical, project, etc. as per Annexure-15.
 - 52.6.2. During AMC period Bank may, by notice of not less than 30 days in writing to the bidder, modify or delete either any location or all location, either partial items or all items of the contract.
- 52.7. The Bank will pay AMC charges after the end of warranty period. Such payment shall be released quarterly in arrears after satisfactory completion of service during the period and submission of reports and invoices.

52.8. During the Warranty and AMC period, the Bidder should extend the On Site Service Support. The scope of Warranty and AMC (if contracted) shall include:-

52.8.1. Rectification of defects if any.

52.8.2. Preventive Maintenance quarterly.

52.8.3. Maintenance of Servers & System Software for Virtualization

52.8.4. Replacement of all spares without any extra cost to Bank covering all parts & labor.

53. Mean Time between Failures (MTBF).

If during the warranty period, any hardware items fails (hardware) on four or more occasions in a quarter, such hardware items shall be replaced by equivalent / superior new hardware items by the vendor at no additional cost to the Bank.

54. Defect liability

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

E. GENERAL CONDITIONS

55. Intellectual Property Rights

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

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

in case service levels are not met because of inability of the bank to use the proposed solution.

- 55.3. The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.
- 55.4. The bidder acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Hardware/Software.

56. Roles & Responsibility during Project Implementation

- 56.1. All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning maintenance during warranty and AMC etc., shall be provided by the Bidder at no extra cost to the Bank for completing the scope of work as per this RFP.
- 56.2. The selected Bidder shall take all steps to ensure safety of bidder's and the bank's personnel during execution of the contract and also be liable for any consequences due to omission or act of the selected bidder or their sub-bidders.
- 56.3. In case any damage of Bank's property during execution of work is attributable to the bidder, bidder has to replace the damaged property at his own cost.
- 56.4. The selected vendor has to execute an Undertaking of Authenticity for Hardware Items as per (Annexure-12).

57. Indemnity

- 57.1. The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:
- 57.1.1 The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;
- 57.1.2 Any contravention or Noncompliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;
- 57.2. 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.

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

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

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

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

58. Inspection of Records

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

59. Assignment

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

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

60. Publicity

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

61. Insurance

The Hardware to be supplied will be insured by the bidder against all risks of loss or damages from the date of shipment till such time, the same is delivered and installed at site and handed over to the Bank/Office. The Bidder has to obtain transit insurance cover for the items to be delivered from their factory/godown to the location and such insurance cover should be available till installation of the Servers & System Software. If there is any delay in the installation which could be attributed to Bank, in such an event the insurance must be available for minimum 30 days from the date of delivery of Servers & System Software.

62. Guarantees

The bidder should guarantee that the hardware items delivered to the Bank are brand new, including all components. In the case of software, the bidder should guarantee that the software supplied to the Bank includes all patches, upgrades/ updates etc., and the same are licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation.

63. Confidentiality and Non-Disclosure

- 63.1. The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend; indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking as given in ANNEXURE-8.
- 63.2. No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means is strictly prohibited.

64. Amendments to Purchase Order

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

65. Amendments to the Agreement

Once contract agreement and AMC agreement [If AMC contracted] are executed with the bidder, no amendments or modifications of Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing.

66. General Order Terms

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

67. Negligence

In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to

cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder.

68. Responsibility for Completeness:

- 68.1. The bidder shall ensure that the Solution provided [Hardware/Software etc.] meets all the technical and functional requirements as envisaged in the scope of the RFP.
- 68.2. The bidder shall deliver, install the equipment and port the software, and arrange for user level demo at bidder's cost as per accepted time schedules. The bidder is liable for penalties levied by Bank for any deviation in this regard. The bidder shall provide for all drivers/software required installing, customizing and testing the system without any further charge, expense and costing to Bank.
- 68.3. The Bidder shall be responsible for any discrepancies, errors and omissions in the drawings or other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the bank or not. The bidder shall take all corrective measures arising out of discrepancies, error and omission in drawings and other information as mentioned above within the time schedule and without extra cost to the bank.

69. Responsibilities of the Bidder

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

- 69.1. The Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition.
- 69.2. The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
- 69.3. No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- 69.4. Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with Bank. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.
- 69.5. The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all software and hardware to be supplied in response to this RFP shall meet the proposed Bidder solution requirements. The Bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the

Bank. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfill all the terms and conditions of this RFP.

70. Force Majeure

- 72.1 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.
- 72.2 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.
- 72.3 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.
- 72.4 In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.

71. Corrupt and Fraudulent Practices

- 71.1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders /Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- 71.2. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- 71.3. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- 71.4. The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 71.5. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time, it determines that

the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

71.6. The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.

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

71.8. The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for supply, installation and maintenance of Servers, System Software for Virtualization, by the Bank.

72. Resolution of Disputes

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

73. Modification/Cancellation of RFP

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

74. Responsibilities of Selected Bidder

74.1. The Selected bidder has to inform change in the management of the company, if any, to the Bank within 30 days from the date of such change during warranty and AMC period.

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

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

75. Legal Disputes and Jurisdiction of the court:

- 75.1. 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.
- 75.2. 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.

GENERAL MANAGER

ANNEXURE

Annexure-1 - Checklist

To,
General Manager;

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

ANNEXURES (To be submitted with Part A- conformity to eligibility criteria)		
1	Checklist	
2	Bid Covering Letter	
3	Eligibility Criteria Declaration	
4	Applicant's Profile	
5	Details of Offices/Branches/Service Centers	
6	Authorization Letter Format Track record	
7		
8	Non-Disclosure Agreement	
ANNEXURES (To be submitted with Part B-Technical Proposal)		
9	Technical Bid Covering Letter Format	
10	Proposed Team Profile	
11	Resource Deployment Plan during Implementation Phase	
12	Undertaking of Authenticity for Design, Supply, Implementation & maintenance of Internet Banking solutions	
13	Compliance Statement	
14	Undertaking Letter	
15	Escalation Matrix	
16	Manufacturer/Authorized Distributor in India Form	
17	Functional and Technical Specification	
18	Storage Augmentation	
ANNEXURES (To be submitted with Part-C -Commercial Bid)		
19	Covering Letter for Commercial Bid	
20	Bill of Material(Indicative)	

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

Date:

Signature with Seal

Name:

Designation :

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

Vendors to verify the above checklist and ensure accuracy of the same before submission of the Checked for accuracy

Date:

Signature with Seal

Name:

Designation:

The Authorization letter as per format ANNEXURE-6 is to be carried in person and shall not be placed inside any of the bid covers.	Ensure
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Annexure –2 Bid Covering Letter Format

Reference No:

Date:

The General Manager,
Pragathi Krishna Gramin Bank,
Head Office, IT Department
32, Sanganakal Road,
Gandhinagar, Ballari -583103
Karnataka State

Dear Sir,

SUB: RFP for “Design, Size, Supply, Implementation & Maintenance of Internet Banking Solutions”

Ref: Your RFP: PKGB/PMO/RFP/02/2017-18 Dated: 07/06/2017

Having examined the tender document including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Design, Size, Supply, Implementation & Maintenance of Internet Banking Solutions in conformity with the said tender in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

If our offer is accepted, we undertake to complete the project as per the timelines mentioned in the RFP Section 11.

If our offer is accepted, we undertake to provide Service support for the devices supplied as per the above referred RFP, during three years’ warranty as well as two years AMC, if contracted.

We enclose a Demand Draft /Bank Guarantee in lieu of EMD for Rs. 25,00,000/- in favour of Pragathi Krishna Gramin Bank as EMD.

We agree to abide by this offer till calendar months from the date of last day for submission of offer (Bid) and for such further period as mutually agreed between the bank and successful bidder, and agreed to in writing by the bidder. We also agree to keep the Earnest Money Deposit/Bank Guarantee in lieu of EMD during the entire validity period of the tender. However, if we withdraw our offer within the said validity period, you shall have the right to forfeit the EMD/invoke the Bank Guarantee in lieu of EMD, without reference to us. We agree to abide by and 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 tender together with the return acceptance of the contract for reverse auction services.

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

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

Dated this _____ day of _____ 2017

Signature of the Authorised Representative
Name of the company with seal

Annexure-3 Eligibility Criteria Declaration

The General Manager,
Pragathi Krishna Gramin Bank,
Head Office, IT Department, 32, Sanganakal Road, Gandhinagar, Ballari -583103
Karnataka State

Dear Sir,

SUB: RFP for “Design, Size, Supply, Implementation & Maintenance of Internet Banking Solutions”

Ref: Your RFP: PKGB/PMO/RFP/02/2017-18 Dated: 07-06-2017

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

No	ELIGIBILITY CRITERIA as per RFP Clause No.5	BIDDER RESPONSE	Documents Submitted
01	The Bidder should be a registered Company in India as per Indian Companies Act, 1956		
02	The bidder should be the Owner of the Solution OR Authorized dealer/ partner/ distributor of solution offered and should have exclusive right of use/deploy the software.		
03	The Turnover of the Bidder should be minimum Rs.50 crore (Ten Crores) per year during last three financial years i.e., 2013-14, 2014-15 and 2015-16.		
04	The Bidder should be profit making entity with respect to operations in India in the last financial year, and, in at least one of the two years preceding the last financial year		
05	The Bidder should have a positive net worth in the last three Financial years in India. Net worth is to be calculated as follows: Capital Funds (Paid up equity capital + Paid up preference shares + Free reserves) – (Accumulated balance of loss + Balance of deferred revenue expenditure + Other intangible assets).		
06	The Bidder shall be the certified or authorized agent / reseller / partner of the offered solution		
07	The Bidder should have ISO 9001 or CMMI level 5 certification active as on the date of the submission of the bid		
08	The Bidder should not have been black-listed by the Bank, any Public-Sector Bank, RBI/NHB or IBA as on the date of submission of the bid. Bidder must certify to that effect.		
09	The Bidder should have implemented and managed proposed Internet Banking solution (current or any previous version) in at least 3 (Three) Scheduled Banks in India having cumulative coverage of at least 400 branches across all Banks in which it has implemented Internet Banking Solution		

No	ELIGIBILITY CRITERIA as per RFP Clause No.5	BIDDER RESPONSE	Documents Submitted
	OEM's Experience		
10	The proposed Internet Banking solution (current or any previous version) should have been implemented and should be integrated with Core Banking System in at least 3 (Three) Scheduled Banks.		
11	The proposed PKI/Digital Signature solution should have been implemented in at least one Scheduled Banks with minimum 400 branches in India.		

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

Date:

Signature with Seal

Name:

Designation:

Annexure-4 Applicant's Profile

Sl. No	Particulars	Details
A	Company / Supplier Profile- If the bidder is not manufacturer	
1.	Name of the Suppliers/Firm / Company	
2.	Constitution	
3.	Date of Establishment/Incorporation	
4.	Address (Order to be placed on which Office) Registered Office Corporate Office	
5.	Telephone No FAX No E-mail Address Website	
6.	Sales Turnover from IT related business for last Two years. 1.2014-2015 2.2015-2016 3.2016-2017	
7.	Domestic Customer Base (Number of Clients where Servers & software is supplied in India)	
8.	Service Net Work (Number of Service Centers in) Karnataka Kerala Our PAN number for Income Tax is _____. We are registered with the Sales Tax/Service Tax authorities and our registration numbers are as follows. Sales Tax/VAT Registration Number is _____. Service Tax Registration Number is _____. <u>Bank Details</u> Name and Style of Bank Account Name of the Bank and Branch address Account Number RTGS / NEFT/IFS Code	
B.	Manufacturer's Profile-if bidder is manufacturer	
1.	Name of the Manufacturing Company	
2.	Constitution of the Manufacturing Company	
3.	Date of Establishment/Incorporation of the Manufacturing Company	
4.	Address of the Manufacturing Company Registered Office Corporate Office	

5.	Telephone No FAX No E-mail Address Website	
6.	Nature of Relationship of your company with the Manufacturing Company. Subsidiary of the Manufacturing Company/Division of Manufacturing Company/Sole Distributor/Non Exclusive Distributor/Agent/Others Please Specify	
7.	Experience of the Manufacturing Company in Supply of Servers & software for Virtualization	
8.	PAN number for Income Tax is _____ We are registered with the Sales Tax/Service Tax authorities and our registration numbers are as follows. Sales Tax/VAT Registration Number is _____ Service Tax Registration Number is _____ <u>Bank Details</u> Name and Style of Bank Account Name of the Bank and Branch address Account Number RTGS / NEFT/IFS Code	

Date:

Signature with seal:

Name:

Designation:

[Note: These details should be on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company]

Annexure – 5 Details of Offices/ Branches /Service Centers

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

Date:

Signature with Seal

Name:

Designation:

Annexure – 6 Authorization Letter Format

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

Ref No:

Date:

The General Manager,
Pragathi Krishna Gramin Bank,
Head Office, IT Department
32, Sanganakal Road,
Gandhinagar, Ballari -583103
Karnataka State

Dear Sir,

SUB: Authorization Letter for attending the Bid Opening

REF: Your RFP PKGB/PMO/RFP/02/2017-18 Dated: 07/06/2017

This has reference to your above RFP for **“Design, Size, Supply, and Implementation & Maintenance of Internet Banking Solutions”**.

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

The specimen signature is attested below:

Signature Specimen

Signature of Authorizing Authority
Authority

Signature of Attesting

Name of Authorizing Authority

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

Annexure-7 Track Record of Past Experience in “Design, Size, Supply, Implementation & Maintenance of Internet Banking Solutions” in Banks

SUB: RFP for “Design, Size, Supply, Implementation & Maintenance of Internet Banking Solutions”.

Ref: Your RFP PKGB/PMO/RFP/02/2017-18 dated 07/06/2017

Name of the Bidder_____

St. No.	Name of the Client/s Net-Banking Solutions implemented	Contact Person's Name	Telephone No.	Address
2.				
3.				
4.				

(Enclose necessary documentary proof)

Date

Signature with seal:

Name

Designation:

Annexure -8 Non-Disclosure Agreement

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

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the Bidder, are agreeable to provide IT Infrastructure services to Pragathi Krishna Gramin Bank, having its Head office at 32, Sangankal 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 "Design, Size, Supply, Implementation & Maintenance of Internet Banking Solutions es in Bank" and/or in the aftermath thereof, it may be necessary that the Bidder may perform certain jobs/duties on the Banks properties and/or have access to certain plans, documents, approvals or information of the BANK; NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, in order to induce the BANK to grant the Bidder specific access to the BANK's property/information. The Bidder will not publish or disclose to others, nor, use in any services that the Bidder performs for others, any confidential or proprietary information belonging to the BANK, unless the Bidder has first obtained the BANK's written authorization to do so.

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

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

Date:

Signature with Seal

Name:

Designation:

Annexure-9 Technical Bid Covering letter Format

The General Manager,
Pragathi Krishna Gramin Bank,
Head Office, IT Department, 32, Sanganakal Road, Gandhinagar, Ballari -583103
Karnataka State

Dear Sir,

SUB: RFP for “**Design, Size, Supply, Implementation & Maintenance of Internet Banking Solutions**”

Ref: **Your RFP** PKGB/PMO/RFP/02/2017-18 Dated 07/06/2017

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

SI No	Particulars	Details to be furnished by the Bidder
1	Technical specification as per ANNEXURE-9	
2	Name of the Bidder	
3	E-mail address of contact persons	
4	Details of: Description of business and business background Service profile & Client profile	
5	Approach and methodology for the proposed scope of work along with illustrative deliverables.	
6	Details of similar assignments executed by the bidder during the last three years in India (Name of the Bank, time taken for execution of the assignments and documentary proof from the Bank are to be furnished)	
7	List of applicant’s major customers in last 3 years and details as below may be taken: i) Name and complete postal Address of the Customer. ii) Name, designation, Telephone, Fax, Nos., e-mails and address of the contact person(customer) iii) Whether reference letter enclosed.	
8	Details of inputs/requirements required by the bidder to execute this assignment.	
9	Conformity to the obtaining of various certificates/bench mark testing standards for the items quoted to meet the intent of the RFP	
10	Conformity regarding back to back arrangements with third party hardware software for providing continuous and un-interrupted support to meet SLA obligations as per RFP Terms.	

Declaration:

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

Date:

Signature with seal:

Name:

Designation:

Annexure -10 Resource Profile

(Please include resource for both Implementation Phase)

Sl. No.	Name of Proposed Project Manager / Team lead / Proposed Team members	Position proposed for (Project Manager / Team Leader / Team Member)	Professional qualifications and Certifications / Accreditations	Total years of experience	Area of experience in similar projects (please provide details about the projects under taken including project scope, client name, team member's role and responsibilities on the project etc.)	Number of years of experience in Implementation and Maintenance of Internet Banking Solution (Please provide details about the projects under taken including project scope, client name, team member's role and responsibilities on the project etc.)

Team Member	Criteria
Project Manager	More than 8 experience in similar implementations. Should have implemented at least 3 similar projects as project manager.
Team Leaders	More than 5 years of experience in similar implementations. Should have implemented at least 1 similar project as team lead and should have implemented at least 2 similar projects overall.
Business Analyst	More than 3 Years of experience in similar implementations. Should have implemented at least 1 similar project.
Developer	More than 2 years of experience in similar implementation. Should have implemented at least 1 similar project.
Tester	More than 2 years of experience in similar implementation. Should have implemented at least 1 similar project.

Please enclose documentary proofs to substantiate the claims made.

Place:

Date:

Seal and signature of the bidder

Annexure 11 Resource Deployment Plan

Resource Deployment Plan during Implementation Phase

Bidder should provide the CV of Program Manager and indicative CV of proposed resources.

The Bidder also needs to fill the below Resource Deployment which it plans to deploy during the implementation phase of the project. This should comply with the minimum resource requirement mention in the RFP.

Resource Name	Role	M 1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13
	Project Manager	F/P												
	Team Leader													
	Business Analyst													
	Developer													
	Tester													

Note:

- F –Full Time
- P–Part Time Resource Deployment Plan during Support Phase

S.No	Services	Resource Level(L1/L2/L3)	Resource Type(Onsite /Remote))	No. of Resources Year 1	No.of Resources Year 2	No.of Resources Year 3
1	Program Manger					
2	Helpdesk					
3	Application Managemen					

Note:

- Resource Deployment sheet shall be as per the support model proposed.
- The proposed model shall fulfill minimum requirements outlined in the RFP and as per the Service Window

Bidder should ensure that support model should meet SLA requirements and Industry best practice

Annexure 12 Authenticity Letter

Sub: Undertaking of Authenticity for “Design, Size, Supply, and Implementation & Maintenance of Internet Banking Solutions”.

Ref: Your RFP: PKGB/PMO/RFP/02/2017-18 Dated: 07/06/2017

With reference to the “**Design, Size, Supply, Implementation & Maintenance of Internet Banking Solutions**” being supplied/quoted to you vide our Invoice no/Quotation no/Order no cited above, We hereby undertake that all the components/parts/assembly/software used in the “**Design, Size, Supply, Implementation & Maintenance of Internet Banking Solutions**” under the above shall be original new components /parts/assembly/software only from respective OEMs of the products and that no refurbished/duplicate/second hand components/parts/assembly/software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked for by you in the purchase order the same shall be supplied along with the authorized license certificate (e.g. Product Keys on Certification of Authenticity in case of Microsoft Window Operating System) and also that it shall be sourced from the authorized source (e.g. Authorised Microsoft Channel in case of Microsoft Operating System)

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

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

We (System OEM name) also take full responsibility of both parts and service SLA as per the content even if there is any defect by our authorized service center/Reseller/SI etc.

Authorized Signatory (Not less than Company Secretary of the Organization)

Date:

Signature with seal:

Name:

Designation:

Annexure-13 COMPLIANCE STATEMENT

SUB: RFP for “Design, Size, Supply, Implementation & Maintenance of Internet Banking Solutions”

Ref: Your RFP PKGB/PMO/RFP/02/2017-18 Dated: 07/06/2017

DECLARATION

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

Compliance	Compliance (Yes / No)	Remarks / Deviations
Terms and Conditions		
Technical Specifications		
Scope of Work		

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

Date:

Signature with Seal

Name:

Designation:

Annexure-14 Undertaking Letter Format

We understand that Bank shall be placing Order to the Selected Bidder exclusive of taxes only and that all applicable Taxes like CST/VST/VAT/GST/Service Tax will be paid at actual to the maximum of taxes indicated in this Bill of Material against production of invoice / bills.

We understand that Bank will pay VAT/GST only for Goods Component of Hardware/ Software and Service Taxes for Service Component of Hardware/Software. We also understand that the Goods Component + Services Component should be limited to 100% of the Cost Price.

We confirm that we have quoted for post warranty AMC rates (as per terms and conditions of the tender), giving the rates/price in our Commercial Offer.

We are agreeable to the payment schedule as per "Payment Terms" of the RFP.

Date:

Signature with Seal

Name:

Designation:

Annexure-15 ESCALATION MATRIX

Name of the Company:

Delivery Related Issues:

SI No	Name	Designation	Full Office Address	Phone No.	Mobile No.	Fax	Email address
		First Level Contact					
		Second level contact (If response not received in 24Hours)					
		Regional/Zonal Head (If response not received in 48Hours)					
		Country Head (If response not received in One week)					

Service Related Issues:

SI No	Name	Designation	Full Office Address	Phone No.	Mobile No.	Fax	Email address
		First Level Contact					
		Second level contact (If response not received in 4 Hours)					
		Regional/Zonal Head (If response not received in 24Hours)					
		Country Head (If response not received in 48Hours)					

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

Signature:

Name of representative:

Designation:

Company Seal:

|

Annexure-16 MAF

Manufacturer/Authorized Distributor in India Authorization Form

[Note: This Format Letter should be on the letterhead of the manufacturing concern/Distributor and should be signed by an Authorized Signatory of the manufacturer/Authorized Distributor. This Format is for reference only. However, should contain the Para 1, 2 & 3]

No. _____

Date: _____

The General Manager,
Pragathi Krishna Gramin Bank,
Canara Bank RRB CBS Project Office, LIC "Jeevan Soudha" Building, First Floor, 19/19, 24th Main
Road, 1st Phase, J P Nagar, Bengaluru -560 078

Dear Sir,

SUB: RFP for "**Design, Size, Supply, Implementation & Maintenance of Internet Banking Solutions**"
Ref: You're RFPPKGB/PMO/RFP/02/2017-18 Date: 07/06/2017

We _____ who are established and reputed manufacturers of _____ having factories/development facilities at 1) _____ and 2) _____ do hereby authorize M/s _____ (Name and address of the Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

We (Manufacturer/Indian Distributor) hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the solution, products/equipment and services offered against this invitation for tender offer by the above firm and will extend technical support and updates for our products for a period of 8 years from the date of submission of this tender.

We (Manufacturer/Indian Distributor) also confirm that we will ensure all product upgrades (including management software upgrades and new product feature releases) are provided by M/sfor all the products quoted for and supplied to the bank during the three year product warranty period. In case this is not considered while quoting and in the event M/s fail in their obligations to provide the upgrades within 30 days of release/announcement, we hereby confirm that we will provide the same to the bank at no additional cost to the bank and we will directly install the updates and upgrades and any new product releases at the bank's premises.

Yours faithfully

(Name)
For and on behalf of
M/s-----

Annexure 17 Functional and Technical Specification

----- As Per excel -----

Annexure 18 Storage Augmentation

----- As Per excel -----

Annexure-19 Covering letter format for Commercial Bid

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

Reference No: _____

Date: _____

The General Manager,
Pragathi Krishna Gramin Bank,
Canara Bank RRB CBS Project Office,
LIC "Jeevan Soudha" Building,
First Floor, 19/19, 24th Main Road, 1st Phase,
J P Nagar, Bengaluru -560 078

Dear Sir,

SUB: RFP for "**Design, Size, Supply, Implementation & Maintenance of Internet Banking Solutions**"

Ref: Your RFPPKGB/PMO/RFP/02/2017-18 Dated: 07/06/2017

We thank you for providing us an opportunity to participate in the subject RFP. Please find our commercial offer as per **ANNEXURE- 19** Commercial bid format of the subject RFP along with this covering letter.

We also confirm that we are agreeable to the payment schedule mentioned in the subject RFP.

Dated this _____ day of _____ 2017

Signature with Seal

Name:

Designation:

Annexure -20 Bill of Material

----- As Per excel -----

Appendices -A

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

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

- 1) Index of all the document submitted with page numbers.
- 2) Cost of Tender document by way of DD payable at Ballari
- 3) Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD.
- 4) Power of Attorney / Authorization letter signed by the Competent Authority with the seal of the bidder's company / firm in the name of the person signing the tender documents.
- 5) Checklist as per ANNEXURE - 1
- 6) Bidder's Covering letter as per ANNEXURE -2
- 7) Eligibility Criteria declaration as per ANNEXURE -3 with documentary proof in support of the Eligibility Criteria.
- 8) Profile of the Company / Firm as per ANNEXURE -4
- 9) Details of Offices / Branches/service centers as per ANNEXURE- 5.
- 10) Company Track record as per Annexure 7
- 11) Non-Disclosure Agreement as per ANNEXURE -8
- 12) Write up on the Work experience / Expertise of Design, Size, Supply, Implementation & Maintenance of Internet Banking Solutions

Appendices-B

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

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

Technical Offer for this RFP shall be made as under:

- 1) Index of all the document submitted with page numbers.
- 2) Technical Bid Covering Letter as per Annexure -9.
- 3) Proposed team Profile for Implementation and Sustance Phase as per Annexure 10
- 4) Resource Deployment Plan as per Annexure 11
- 5) Compliance to Technical specifications should be complete with all the columns filled in as per Annexure -17.
- 6) Undertaking of Authenticity for Design, Supply, Implementation & maintenance of Internet Banking solutions as per Annexure – 12.
- 7) Compliance Statement as per Annexure -13.
- 8) Under Taking Letter as per Annexure – 14.
- 9) Escalation Matrix as per Annexure – 15.
- 10) Manufacture / Authorised Distributor in India Authorization Form as per Annexure -16.
- 11) Masked price bid of Bill of Material as per Annexure -19.
- 12) Storage Augmentation as per Annexure 18
- 13) Technical Documentation (Product Brochures, leaflets, manuals, drawings).

Appendices-C

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

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

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

1. Bidder's Covering letter as per ANNEXURE -19.
2. Commercial Version of Bill of Materials as per ANNEXURE -20.

Appendices-D

Proforma of Bank Guarantee for Contract Performance

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

To: Name and Address of the PURCHASER

WHEREAS _____(Name and address of the selected bidder)(hereinafter referred to as "the CONTRACTOR") has undertaken to supply, transportation, transit insurance, local delivery, storage and installation and maintenance and also includes documentation, warranty, annual maintenance, if contracted, of Undertaking of Authenticity for Design, Supply, Implementation & maintenance of Internet Banking solutions as per the Purchase Order dated _____placed by the PURCHASER with you (hereinafter referred to as "the CONTRACT")

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

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

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

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

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs_____ (Rupees_____) an amount equivalent to 10% of the Contract Price against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs_____ (Rupees_____) may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.

Notwithstanding anything to the contrary we agree that your decision as to whether the CONTRACTOR has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish

your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

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

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

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

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

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

Subject to the maximum limit of our liability as aforesaid, Performance Guarantee will cover all your claim or claims against the CONTRACTOR from time to time arising out of or in relation to the Contract and in respect of which your claim in writing is lodged on us before expiry of three months from the date of expiry of Performance Guarantee.

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

The Performance Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to

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

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

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

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

Notwithstanding anything contained herein

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

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

Dated this _____ day of _____ 2017

For and on behalf of
BRANCH MANAGER
SEAL
ADDRESS

Appendices - E

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To

.....
.....
.....

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

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

THE CONDITIONS of this obligation are:

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

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

Notwithstanding anything contained herein

- i) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____only)
- ii) This Bank Guarantee is valid up to _____ 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 _____(mention period of guarantee as found under clause (ii) above plus claim period)

Dated _____

Day of _____ 2017

SIGNATURE OF THE BANK

Appendices – F

Format for Bank Guarantee for Advance Warranty Payment

(To be submitted on Non-judicial Stamp Paper of Appropriate Value Purchased in the Name of the Issuing Bank)

To: name & Address of the Purchaser

Whereas

(Name and Address of M/s xxxxx Ltd) (hereinafter referred to as “our constituent: which expression includes its successors and assigns) entered into an agreement dated ----- with you for supply, Transportation transit insurance, local delivery, commissioning and integration, acceptance testing and also includes documentation, warranty, annual maintenance, if interacted, and training of your personnel related to High Definition video conference solution (hereinafter referred to as “ the said Agreement”)

In terms of clause no. ----- of the said agreement, our constituent is required to furnish a Bank guarantee to secure our constituent’s undertaking to comply with the contractual obligations in relation to warranty for a sum of Rs. (Rupees ----- Only) being 10% of the total consideration so as to enable you to release the equivalent amount to our constituent being 10% of the total consideration payable after the expiry of the warranty period of 5 years that is ----- from the date of acceptance of the project i.e. -----.

Now this letter of Guarantee witnessed:

That is consideration of your agreeing at the request of our constituent to release a sum of Rs.----- -(Rupees.-----only)being 10% of the total consideration amount to our constituent, we (name of the issuing Bank), do hereby agree and undertake that in the event of our constituent committing breach of any of the undertakings or committing default in fulfilling any obligation arising out of the said agreement, we (Name of the issuing bank) shall on demand pay you without any demur Rs. ------(Rupees. -----Only)

We further agree that,

1. We will make the payment of the said amount pursuant to the demand made by you, notwithstanding any objections or dispute that may exist or arise between you and our constituent or any other person.
2. Your demand on us shall be deemed as the final proof of breach of any undertaking or default of the contractual obligation on the part our constituent.
3. This Guarantee shall be irrevocable and shall not be discharged except by payment or by absence of demand by you on or before
4. Our liability under this guarantee shall be restricted to Rs. ------(Rupees ----- only)
5. Our Liability under this guarantee shall cease to exist unless a demand is made by you on or before -----

We further agree that, exercise of any of your right against our constituent to enforce or forbear to enforce or any other indulgence or facility extended to our constituent would not release liability under this guarantee, and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent.

Notwithstanding anything contained herein

- I. Our liability under this guarantee shall not exceed Rs. ----- (Rupees----- only)
- II. This Guarantee shall be valid upto----- and;
- III. We are liable to pay the guaranteed amount or any part thereof under this Guarantee only and only if you serve upon us a written claim or demand at -----(Place) on or before --
----- (mention period of the Guarantee as found under clause (ii) above plus claim
Period)

Dated this -----day of -----2017

For and on behalf of

Branch Manager

SEAL

Address

Place:

Appendices - G

Location Details

Proposed Locations for Design, Size, Supply, Implementation & Maintenance of Internet Banking Solutions:

- 1. Canara Bank RRB,
ITI Data Center, F-21,
North Block Gate No.5, ITI Ltd.
Dooravani Nagar,
K.R.Puram, Bangalore - 560016
Phone: 080-25667077 / 0949632845**

- 2. Canara RRB DRC
Techno polis Knowledge Park,
TATA internet Building,
Canara Bank RRB, 2nd floor,
Mahakali Caves Road,
Chakala, Andheri (E),
Mumbai-400093
Phone: 022-26871770
Contact Person S U Kamath - 98691-15325**

Appendices - H

Format for Sending Pre-Bid Queries

No.	No. of RFP	Clause No	RFP Clause	Bidder's Query
1				
2				
3				

Appendices – I

BUSINESS RULES AND TERMS & CONDITIONS OF REVERSE AUCTION

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

A) Definitions:

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

B) Eligibility of Bidders to participate in Reverse Auction:

- 1) Bidders who are technically qualified in terms of the relative Terms & Conditions of the RFP and accept the Business Rules, Terms & conditions of Reverse Auction and submit the undertakings as per **APPENDIX–J(1)** , can only participate in Reverse Auction related to the procurement for which RFP is floated. Bidders not submitting the above undertaking or submitting with deviations / amendments there to, will be disqualified from further evaluation / participation in the process of relevant procurement.
- 2) Bidders should ensure that they have valid digital certificate well in advance to participate in the Reverse Auction. Bank and / or Service Provider will not be responsible in case Bidder could not participate in Reverse Auction due to non-availability of valid digital certificate.

C) Training:

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

D) Reverse Auction Schedule:

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

E) Bidding Currency:

Bidding will be conducted in Indian Rupees (INR).

F) Start Price:

Bank will determine the Start Price for Reverse Auction –

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

G) Decremental Bid Value:

- 1) The bid decrement value will be specified by Bank before the start of Reverse Auction event. It can be a fixed amount or percentage of Start Price or both.
- 2) Bidder is required to quote his bid price only at a decremental value.
- 3) Bidder need not quote bid price at immediate next available lower level, but it can be even at 2/3/4 Level of next available lower level.

H) Conduct of Reverse Auction event:

- 1) Reverse Auction will be conducted on a specific web portal meant for this purpose with the help of the Service Provider identified by the Bank. [M/s e-Procurement Technologies Ltd (abcProcure)]
- 2) Service Provider will make all necessary arrangement for fair and transparent conduct of Reverse Auction like hosting the web portal, imparting training/demo to eligible Bidders etc., and finally conduct of Reverse Auction.
- 3) Bidders will be participating in Reverse Auction event from their own office / place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by Bidder themselves.
- 4) Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of Reverse Auction irrespective of the cause.
- 5) For making the process of Reverse Auction and its result legally binding on the participating Bidders, Service Provider will enter into an agreement with each eligible Bidder, before the start of Reverse Auction event. Without this Bidder will not be eligible to participate in the event. The format of the agreement is as per the **APPENDIX-J (3)**.
- 6) Bidders name will be masked in the Reverse Auction process and will be given random dummy names by the Service Provider.
- 7) Bidder / his authorized representatives will be given unique Login ID & Password by Service Provider. Bidder/his authorized representative will change the Password after the receipt of initial Password from Service Provider to ensure confidentiality. All bids made from the Login ID given to the Bidders will be deemed to have been made by the concerned Bidder/his company.
- 8) Reverse auction will be conducted as per English Reverse Auction with no tie where more than one Bidder cannot have identical bid price.
- 9) Any bid once made by the Bidder through registered Login ID & Password, the same cannot be cancelled. The Bidder is bound to supplies as per the RFP at the bid price of Reverse Auction.
- 10) Reverse Auction will normally, be for a period of one hour. If a Bidder places a bid price in last 10 minutes of closing of the Reverse auction, the auction period shall get extended automatically for another 10 minutes. Maximum 3 extensions each of 10 minutes will be allowed after auction period of 1 hour i.e. entire process can last maximum for 1 ½ hour only. In case there is no bid price in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension.
(The time period of Reverse Auction & Maximum number of its extensions & time are subject to change and will be advised to eligible Bidders before the start of the Reverse Auction event.)
- 11) Bidder will be able to view the following on their screen along with the necessary fields in Reverse Auction:
 - i) Opening Price
 - ii) Leading / Lowest Bid Price in Auction (only total price)
 - iii) Last Bid Price placed by the respective Bidder.

12) During Reverse Auction, if no bid price is received within the specified time, Bank, at its discretion, may decide to revise Start Price / Decremental Value / scrap the reverse auction process / proceed with conventional mode of tendering.

I) Reverse Auction Process:

1) At the end of Reverse Auction Event Service Provider will provide the Bank all necessary details of the bid prices and reports of Reverse Auction.

2) Upon receipt of above information from Service Provider, Bank will evaluate the same and will decide upon the winner i.e. Successful Bidder.

3) Successful Bidder has to fax the duly signed filled-in prescribed format APPENDIX -G (2) as provided on case-to-case basis to Bank within 4 hours of Reverse Auction without fail. The Original signed APPENDIX-J (2) should be couriered so as to reach us within 48 hours of Reverse Auction without fail.

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

5) Successful Bidder has to give break-up of his last/lowest bid price as per Bill of Material at the end of Reverse auction event within 3 working days without fail.

6) Successful Bidder is bound to supply at their final bid price of Reverse Auction. In case of back out or not supply as per the rates quoted, Bank will take appropriate action against such Bidder and / or forfeit the Bid Security amount, debar him from participating in future

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

J) Bidder's Obligation:

1) Bidder will not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly with other suppliers / Bidders

2) Bidder will not divulge either his Bid details or any other details of Bank to any other party without written permission from the Bank.

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

1) Bank reserves the right to modify / withdraw any of the Business rules, Terms & conditions of Reverse Auction at any point of time.

2) Modifications of Business rules, Terms & conditions of Reverse Auction will be made available on website immediately.

3) Modifications made during the running of Reverse Auction event will be advised to participating Bidders immediately.

Appendices – I (1)

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

To,

Pragathi Krishna Gramin Bank, I T Department, Head Office, Ballari

Date: -----

Acceptance of Reverse Auction Business Rules and Terms & conditions in respect of Tender / RFP

Ref. No. _____ Dated _____ for procurement of

We refer to the captioned subject and confirm that –

- 1) The undersigned is our authorized representative.
- 2) We have accepted and abide by all Terms of captioned Tender documents and Business Rules and Terms & conditions of Reverse Auction for the procurement for which RFP is floated.
- 3) Bank and Service Provider shall not be liable & responsible in any manner whatsoever for my / our failure to access & bid in Reverse Auction due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 4) We understand that in the event we are not able to access the auction site, we may authorize Service Provider to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either Bank or Service Provider regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
- 5) I / We do understand that Service Provider may bid on behalf of other Bidders as well in case of above mentioned exigencies.
- 6) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
- 7) We will participate in Reverse Auction conducted by _____ (name of Service Provider) and agree to enter into an agreement with him (Service Provider) for making the process of Reverse Auction and its result legally binding on us.
- 8) We will fax duly signed filled-in prescribed format (**APPENDIX J (2)**) as provided on case-to-case basis, to Bank within 24 hours of end of Reverse Auction without fail.
- 9) We will give break-up of our last / lowest bid price as per Bill of Material at the end of Reverse Auction event within 48 hours without fail.
- 10) We undertake to supply at our final lowest bid price of Reverse Auction. In case of back out or not supply as per the rates quoted by us , Bank is free to take appropriate action against us and / or forfeit the Bid Security amount, debar us from participating in future tenders.

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

----- Signature with

company seal:

Name of Authorized Representative :

Designation:

Email :

Mobile :

Tel. No:

Fax No.:

Appendices – I(2)

(To be submitted / faxed by Successful Bidder of Reverse Auction within 24 hours from the end of Reverse Auction event)

To, **Pragathi Krishna**

Gramin Bank, I T Department, Head Office, Ballari

Date : -----

Sir,

Final / Lowest Bid Price quoted in Reverse held on _____ in respect of Tender / RFP Ref. No. _____ Dated _____ For procurement of

We confirm that the final total bid price quoted by us in the captioned Reverse Auction event for captioned tender is as under – Rs. (in figure) :

_____ Rs. (in words) :

We confirm that - 1) [] We enclose herewith the detailed break-up of above price as per Bill of Material OR [] We undertake to give detailed break-up of above bid price as per Bill of Material within 48 hours from the end-of Reverse Auction event.

2) Any variation between the on-line Reverse Auction bid price quoted by us and this document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vender to conduct business with Bank as per prevailing procedure. In such case Bank is free to take appropriate action and / or forfeit the Bid Security amount and / or debar him from participating in future

3) We are bound to supply at the above final bid price of Reverse Auction.

4) We note that in case of back out or not supply as per the above rates quoted by us, Bank will take appropriate action against us and / or forfeit our Bid Security amount and / or debar him from participating in future

Signature with company seal :

Name of Authorized Representative :

Designation :

Email :

Mobile :

Tel. No:

Fax No:

Appendices - I (3)

Process Compliance Form

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

To

(Name & Address of Service Provider)

Sub: Agreement to the Process Related Terms and Conditions for the Reverse Auction

Dear Sir,

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

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction and the RFP as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that ____ (Bank) and ____ (Service Provider) shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 5) We understand that in the event we are not able to access the auction site, we may authorize ____ (Service Provider) to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either ____ (Bank) or ____ (Service Provider) regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
- 6) I/we do understand that ____ (Service Provider) may bid on behalf of other Bidders as well in case of above mentioned exigencies.
- 7) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
- 8) We also confirm that we will fax the price confirmation & break up of our quoted price as per **APPENDIX-J (2)** as requested by ____ (Bank) / ____ (Service Provider) within the stipulated time.

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

With regards

Signature with company seal Name – Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –