

REQUEST FOR PROPOSAL [RFP]
FOR
“SELECTION OF AUTHORIZED PARTNER OF MICROSOFT FOR IMPLEMENTATION OF M365 SOLUTION”

Issued by: Karnataka Vikas Grameena Bank
Head Office, IT Division
PB No 111, Belgaum Road
Dharwad-580008

Bid Details in Brief

Sl. No.	Description	Details
1.	RFP No. and Date	RFP 07/2022-23 dated 30/09/2022
2.	Brief Description of the RFP	Selection of Authorized Microsoft partner for implementation of M365 solution.
3.	Bank's Address for Communication and Submission of Tender	General Manager Karnataka Vikas Grameena Bank, Head office, IT Division, P B No 111, Belgaum Road Dharwad - 580008 Tel - (0836)2442204 Email: dit@kvgbank.com Senior Manager, IT Division
4.	Date of Issue	30/09/2022
5.	Last Date of Submission of Queries for Pre Bid Meeting	13-10-2022 01:00 PM
6.	Date of Pre Bid Meeting	14-10-2022 01:00 PM
7.	Last Date of Submission of Bids	21-10-2022 Up to 03.00 PM
8.	Date and time of Opening of Part A- Conformity to Eligibility Criteria.	21-10-2022 04:00 PM
9.	Date and time opening of Technical Bid Part-B and Commercial Bid Part - C	Will be intimated at a later date.
10.	Application Fees (Not Refundable)	Rs.5000.00 plus GST
11.	Earnest Money Deposit(Refundable)	Rs.1400000.00
This document can be downloaded from Bank's website http://www.kvgbank.com . In that event, the bidders should pay the Application Fee for tender document by means of DD drawn on any scheduled Commercial Bank for the above amount in favour of KVG Bank, payable at Dharwad and submit the same along with the Bid document.		

DISCLAIMER

The information contained in this Request for Proposal (“RFP”) document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of Karnataka Vikas Grameena 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 KVG Bank to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as “Bidder” or “Bidders” respectively). The purpose of this RFP is to provide the Bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. KVG Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder requires. KVG 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.

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

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

Abbreviations used in this Document:

1.	ATS	Annual Technical Support
2.	BG	Bank Guarantee
3.	BOM	Bill of Material
4.	DD	Demand Draft
5.	IT	Information Technology
6.	EMD	Earnest Money Deposit
7.	GST	Goods and Service Tax
8.	HO	Head Office
9.	HTTP	Hyper Text Transfer Protocol
10.	HTTPS	Hyper Text Transfer Protocol Secure
11.	LD	Liquidated Damage
12.	MAF	Manufacturer Authorization Form
13.	MSME	Micro Small & Medium Enterprises
14.	MSE	Micro & Small Enterprises
15.	MTBF	Mean Time Between Failure
16.	MTTR	Mean Time To Restore
17.	NEFT	National Electronic Funds Transfer
18.	NI Act	Negotiable Instruments Act
19.	OEM	Original Equipment Manufacturer
20.	OS	Operating System
21.	OSM	Original Software Manufacturer
22.	RFP	Request For Proposal [Inter-alia the term 'Tender' is also used]
23.	RTGS	Real Time Gross Settlement
24.	MEITY	Ministry of Electronics and Information Technology

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A. INTRODUCTION

1. About KVG Bank:

Karnataka Vikas Grameena Bank is a Regional Rural Bank incorporated under the Regional Rural Banks Act, 1976, having its Head office at P.B. No 111, Belgaum Road, Dharwad-580008. KVG Bank has ten Regional Offices (Dharwad, Gadag, Haveri, Belagavi, Chikkodi, Gokak, Vijayapura, Bagalkot, Kumata and Mangalore) situated in the aforementioned nine districts of its jurisdiction. KVG Bank has a network of 629 branches and 10 Regional offices. The Bank is a scheduled Bank with share capital contributed in the ratio of 50:15:35 by the Central Government, Government of Karnataka and Canara Bank respectively. The Bank is a forerunner in implementation of IT related products and services and continuously making efforts to provide the state of art technological products to its customers.

2. Definitions:

- 2.1. 'Bank' means unless excluded by and repugnant context or the meaning thereof, shall mean 'Karnataka Vikas Grameena Bank', described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successor and permitted assigns.
- 2.2. 'RFP' means Request for Proposal for Selection of Service Provider for Implementation of M365 solution in KVG Bank.
- 2.3. 'Bidder' means a vendor submitting the proposal in response to RFP.
- 2.4. 'Solution' means Implementation of M365 Solution in KVG Bank.
- 2.5. 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
- 2.6. 'Successful Bidder'/'L1 bidder' means the Bidder who is found to be the lowest bidder after conclusion of the bidding process including the reverse auction, subject to compliance to all the Terms and Conditions of the RFP, etc.

3. About RFP:

The Bank wishes to engage a service provider for Implementation of M365. In this connection, Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for **Selection of Authorized partner of Microsoft for Implementation of M365 Solution** as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.

4. Objective:

Bank intends to engage Authorized Microsoft partner for Implementation of M365 solution as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.

5. Eligibility Criteria:

- 5.1. A vendor submitting the proposal in response to this RFP shall hereinafter be referred to as 'Bidder' and Implementation of M365 Solution in the Bank shall hereinafter be referred to as "Solution".
- 5.2. Interested Bidders, who can implement M365 Solution in the Bank and meeting the Eligibility Criteria as per **Annexure-3** may respond.

6. Participation Methodology:

- 6.1. In the tender either the partner/distributor/System Integrator on behalf of the OSM or OSM 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 OSM, the same partner/distributor/System Integrator shall not submit a bid on behalf of another OSM in the same tender for the same item/product.
- 6.3. In the event partner/distributor/System Integrator fails in their obligations to provide the product updates (including management software updates and new product feature releases) within 30 days of release/announcement, the OSM should assume complete responsibility on behalf of the partner/distributor/System Integrator to provide the same to the bank at no additional cost to the bank and will directly install the updates, upgrades and any new product releases at the Bank's premises. To this effect Bidder should provide a dealer/distributor certificate as per **Annexure-14**.

7. Requirement Details

- 7.1. Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for Selection of Authorized partner of Microsoft to implement M365 solution as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document. The brief description of the solution is furnished in following table:

Sl. No.	Item Details
a.	Microsoft M365 solution as per the technical specification.

- 7.2. Detailed technical specification and requirement for each of the above is furnished in **Annexure-9**. All the Services ordered for Selection of Authorized partner of Microsoft for Implementation of M365 Solution shall be available for 3 Years.
- 7.3. Bank reserves the right to increase or decrease the quantum of purchase by 10% in respect to the quantity specified in this tender at the same rate arrived at on the Terms and Conditions of this Tender.

8. Scope of Work:

- 8.1. Bidder has to confirm compliance to the Scope of Work mentioned in **Annexure-9**.

8.2. Project Completion and Management

- 8.2.1. For smooth completion of project the Bidder should identify one or two of its representatives at Dharwad as a single point of contact for the Bank.
- 8.2.2. Project implementation team should be conversant with local rules and conditions to resolve the issues, if any.

B. BID PROCESS

9. Clarification to RFP and Pre-Bid Queries:

- 9.1. The bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases should seek clarification in writing in the same serial order as that of the RFP by mentioning the relevant page number and clause number of the RFP as per format provided under **Appendix-F**.

- 9.2. All communications regarding points requiring clarifications and any doubts shall be given in writing to the General Manager, KVG Bank, Head Office IT Division, PB No 111, Belgaum Road, Dharwad -580008 and email to dit@kvgbank.com by the intending bidders before **01:00 PM on 13/10/2022**.
- 9.3. No queries will be entertained from the bidders after the above date and time.
- 9.4. The Bank will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's website (www.kvgbank.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.
- 9.5. No oral or individual consultation will be entertained.

10. Pre-Bid meeting:

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

Date	Day	Time	Venue
14/10/2022	Friday	1.00PM	Online through VC.

VC Meeting link will be made available in the website one day before the pre-bid meeting. 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.

- 10.2. Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 10.3. Bank will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the Bidders in the meeting.
- 10.4. The Bank will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's website (www.kvgbank.com) and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.
- 10.5. 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.

11. Amendment to Bidding Document:

- 11.1. 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.
- 11.2. Notification of amendments will be made available on the Bank's website only (i.e. www.kvgbank.com) and will be binding on all bidders and no separate communication will be issued in this regard.

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

12. Bid System Offer:

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

- 12.1. **Part A-Conformity to Eligibility Criteria:** Indicating their compliance to Eligibility Criteria. The instructions for submission of Conformity to Eligibility Criteria are as per **Appendix-A**.
- 12.2. **Part B-Technical Proposal:** Indicating the response to the Technical specification for Implementation of M365 Solution in KVG Bank. The instructions for submission of Technical Proposal are as per **Appendix-B**.
- 12.3. **Part C-Commercial Bid ():** Furnishing all relevant information as required as per Bill of Material as per **Annexure-16**. The instructions for submission of Commercial Bid () are as per **Appendix-C**.

13. Preparation of Bids:

- 13.1. 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.

13.1.1. 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 envelopes shall be placed inside another envelope and properly closed and sealed. The final envelope should be superscribed as **"Offer for Selection of Microsoft Authorized partner for Implementation of M365 Solution in response to RFP 07/2022-23 dated 30/09/2022"** (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, Karnataka Vikas Grameena Bank, Head Office IT Division, P B No 111, Belgaum Road, Dharwad -580008.

13.1.2. 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.

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

13.2. Part A- Conformity to Eligibility Criteria:

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

- 13.2.2. The Conformity to Eligibility Criteria as per **Annexure-3** among others must contain Demand Draft towards the Application Money as per the **Clause14**, and EMD/ Bank Guarantee in lieu of EMD as per **Appendix-D** of this document. The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for, as per **Appendix-A**.
- 13.2.3. The Placement of Application Money and EMD in other than **Part A-Conformity to Eligibility Criteria** will make the bid liable for rejection.
- 13.2.4. 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 07/2022-23 dated 30/09/2022 for Selection of Microsoft Authorized partner for Implementation of M365 solution”**.

13.3. Part B-Technical Proposal:

- 13.3.1. Technical Proposal should be submitted as per the instructions in **Appendix-B**. Relevant technical details and documentation should be provided along with Technical Proposal.
- 13.3.2. Bidder shall submit compliance to the scope of work of the Solution provided by the bank as per **Annexure-9** of this tender.
- 13.3.3. 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.
- 13.3.4. 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 by providing 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.
- 13.3.5. The Bank shall not allow / permit changes in the technical specifications once it is submitted.
- 13.3.6. The relevant product information, brand, model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the Offer. Failure to submit this information along with the offer may result in disqualification.
- 13.3.7. 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.
- 13.3.8. Masked Bill of Material which is not as per below instruction will make Bid liable for rejection:
 - 13.3.8.1. Should be replica of Bill of Material except that it should not contain any price information (with Prices masked).
 - 13.3.8.2. It should not provide any price information like, unit price, tax percentage, tax amount, AMC/ATS charges, Implementation Charges etc.
- 13.3.9. 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 07/2022-23 dated 30/09/2022 for**

Selection of Authorized partner of Microsoft for Implementation of M365 solution.”

13.4. Part C-Commercial Bid :

- 13.4.1. Commercial Bid should be submitted as per the instructions in **Appendix-C**.
- 13.4.2. Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. Bill of Material should give all relevant price information as per **Annexure-16**. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.
- 13.4.3. Under no circumstances the Bill of Material should be kept in Part-A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) Covers. **The placement of Bill of Material in Part A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) covers will make bid liable for rejection.**
- 13.4.4. 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.
- 13.4.5. 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.
- 13.4.6. 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.
- 13.4.7. The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank.
- 13.4.8. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as **“PART C- Commercial Bid for RFP 07/2022-23 dated 30/09/2022 for Selection of Authorized partner of Microsoft for Implementation of M365 solution.**

14. Application Money:

- 14.1. This document can be downloaded from Bank’s website <http://www.kvgbank.com/tenders>. In that event, the bidders should pay the Application Fee of **Rs.5,900/-(non-refundable) (Rs.5,000/- Plus GST)** for tender document by means of DD drawn on any scheduled Commercial Bank in favour of Karnataka Vikas Grameena Bank, payable at Dharwad and submit the same along with **Part A - Conformity to Eligibility Criteria**.
- 14.2. Submission of the Application Money in other than “Part-A-Conformity to the Eligibility Criteria” Envelope is liable to be rejected on grounds of non-payment of the Application Money.
- 14.3. The Bidder shall bear all costs associated with the preparation and submission of the Bid and Bank will not be responsible for the costs, regardless of the conduct or outcome of the bidding process. The Bank is not liable for any cost incurred by the Bidder in replying to this RFP. It is also clarified that no binding relationship

will exist between any of the respondents and the Bank until the execution of the contract.

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

- 15.1. The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) of **Rs.14,00,000.00 (Rupees Fourteen Lakhs Only)** by way of Demand Draft drawn on any Scheduled Commercial Bank In India in favour of Karnataka Vikas Grameena Bank, payable at Dharwad and should be kept along with the Part-A - Conformity to Eligibility Criteria.
- 15.2. In Case the EMD is submitted in the form of Bank Guarantee the same should be valid for the minimum period of 6 months with additional claim period of 3 months from the last date for submission of offer. Bank at its discretion can demand for extension for the validity of EMD. The format for submission of EMD in the form of Bank Guarantee is as per **Appendix-D**.
- 15.3. Submission of EMD in other than Part A-Conformity to Eligibility Criteria Envelope is liable to be rejected on grounds of non-submission of EMD.
- 15.4. The EMD of the Bidders not qualified under Technical Proposal will be returned within 15 days after opening the Commercial Bid of the Technically Qualified Bidders. The EMD of Technically Qualified bidders will be returned upon the selected bidder accepting the order and furnishing the Performance Bank Guarantee.
- 15.5. The EMD may be forfeited/ Bank Guarantee may be invoked:
 - 15.5.1. If the bidder withdraws or amends the bid during the period of bid validity specified in this document.
 - 15.5.2. If the selected bidder fails to accept the purchase order within 7 days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the RFP.

16. Make and Models:

It is mandatory to provide make & model of all the items and their sub components 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 which is already End of Sale. Bidder also should not quote hardware which are impending End of Sale.

17. Software Version:

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

18. Documentation:

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

19. Costs & Currency:

The Offer must be made in Indian Rupees only as per Bill of Material (**Annexure-16**).

20. Erasures or Alterations:

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

21. Assumptions/Presumptions/Modifications:

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

22. Submission of Bids:

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

22.2. The bid/s properly superscribed in the manner prescribed in earlier clauses of this RFP should be sent to the below address on or before Date and Time mentioned below:

Last Date of submission of Bid	Day	Time	Address
21/10/2022	Friday	Up to 03:00 PM	Karnataka Vikas Grameena Bank, Head Office, IT Division, PB No 111, Belgaum Road, Dharwad 580005.

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

22.4. Bids can be sent through post/courier dispatched to the above mentioned address. Bids can also be submitted by hand at the above mentioned Address.

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

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

Official details
Ms. K S Anuradha Senior Manager KVG Bank Dharwad - 580008. Tel -9480699055 Email:-dit@kvgbank.com

23. Bid Opening:

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

Date	Day	Time	Venue
21/10/2022	Friday	04:00 PM	Karnataka Vikas Grameena Bank, Head Office, IT Division, PB No 111, Belgaum Road, Dharwad 580005.

Bidder's representative may be present in the place and venue well in time along with an authorization letter in hand for each bid opening under this RFP, as per the format (**Annexure-5**) enclosed.

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

- 23.2. Attendance of all the representatives of the bidders who are present at bid opening will be taken in a register against Name, Name of the Company and with full signature.
- 23.3. The Bidders may note that no further notice will be given in this regard. Further, in case the bank does not function on the aforesaid date due to unforeseen circumstances or declared as holiday then the bid will be accepted up to 1.00 PM on the next working day and bids will be opened at 3:30 PM at the same venue on the same day.
- 23.4. The following details will be announced at the time of bid opening.
- 23.4.1. Name of the Bidders.
 - 23.4.2. Presence or absence of cost of the Bidding document and Bid security.
 - 23.4.3. Such other details as the Bank at its discretion may consider appropriate.
- 23.5. If any of the bidders or all bidders who submitted the tender are not present during the specified date, time, and venue of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the Part A - Conformity to Eligibility Criteria in their absence.
- 23.6. The **Part A-Conformity to Eligibility Criteria** submitted by the bidder will be evaluated based on the Eligibility Criteria stipulated in RFP document. The **Part B-Technical Proposal** of only those bidders who qualified in **Part A-Conformity to Eligibility Criteria** will be opened with due communication by the bank.

23.7. The Commercial Bid of only those bidders who are qualified in **Part-B Technical Proposal** will be opened for arriving at L1.

C. SELECTION OF BIDDER

24. 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, whether items are offered as per RFP requirements and whether technical documentation as required to evaluate the offer has been submitted.

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

25. Clarification of Offers:

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

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

26. Evaluation of Bid:

26.1. The Bank will evaluate the bid submitted by the bidders under this RFP. The Part A- Conformity to Eligibility Criteria submitted by the bidder will be evaluated based on **Annexure-3** of RFP. 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. The Commercial Bid of only those bidders who qualified in Part B-Technical Proposal will be reckoned for evaluation purpose.

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

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

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

27.2. As a Part of Technical Evaluation based on the technical bids submitted by the Bidders, Bank at its discretion may call the Bidders for conducting POC (Proof of Concept) of M365 Solution proposed by them. This exercise will be undertaken before opening of the Commercial Bids of the Bidders whose Part B-Technical proposals has been opened. PoC Checklist for M365 Solution is mentioned in **Appendix-H**.

27.3. Bidders are further required to be in preparedness to demonstrate the proposed solution by arranging for product walk-through at their own

installations/principals/ R&D labs duly meeting the specific requirements/issues raised by the Bank.

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

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

27.6. All expenses incurred in connection with the above shall be borne by the bidder.

28. Normalization of Bids

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

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

OR

28.1.2. Revised submissions of the entire bid in the whole

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

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

29. Intimation to Qualified/Successful Bidders:

The Bank will prepare a list of qualified bidders at each stage on the basis of evaluation of Part A - Conformity to Eligibility Criteria, Part - B Technical Proposal and Part C- Commercial Bid. The names of qualified bidders at each stage would be announced on the Notice Board/Bank's website (i.e. www.kvgbank.com). Commercial Bids of only technically qualified bidders shall be opened. Final list of the bidders (L1, L2, L3etc.) will be announced as indicated above. No separate intimation will be sent to successful Bidder.

30. Correction of Error In Commercial Bid

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

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

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

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

- 30.4. If there is discrepancy in the total arrived at Bill of Material (addition, subtraction, multiplication, division and carryover of amount from one page to another), correct total will be arrived by the Bank and the same will prevail over the total furnished in the Bill of Material
- 30.5. If there is a discrepancy between words and figures, the rate/ amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case, the amount in figures will prevail, subject to the above two provisions.
- 30.6. If the bidder does not accept the correction of errors, the bid will be rejected.

31. Determination of L1 Price:

- 31.1. L1 Price will be determined after giving effect to arithmetical correction, if any.
- 31.2. The L-1 bidder will be determined on the basis of the lowest price quoted in the commercial bid on total cost of ownership.
- 31.2.1. Bank will call the technically qualified bidders for commercial bid opening.
- 31.3. The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves the right to obtain revised price bids from the bidders with regard to change in RFP clauses. The Bank reserves the right to accept any bid in whole or in part.

32. Bid Validity Period:

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

33. Proposal Ownership:

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

34. Project Ownership:

- 34.1. If the bidder is offering solutions/products from other bidders/principals, as required in this RFP, they shall detail the responsibilities of the parties involved and also submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the project. The bidder must specify any and all relationships with third parties in respect of the ownership and also maintenance & support of all hardware and software related to **Implementation of M365 Solution** which are relevant to this RFP.
- 34.2. Ownership letter by the bidder to be submitted (Undertaking letter by the bidder taking the ownership of the project execution) in case third party is also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership.
- 34.3. The Bidder also has to submit a certificate/Letter from OEM that the proposed Hardware, OS, any other related software and the solution offered by the bidder

to the Bank are correct, viable, technically feasible for implementation and the solution will work without any hassles.

35. Acceptance of Offer:

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

36. Award of Contract:

- 36.1. The Bidder who is L1 as per above **clause no. 31** will be referred to as the selected bidder and Bank will notify the name of the selected bidder by displaying in the Notice Board of the Bank/Bank's Website i.e. www.kvgbank.com.
- 36.2. The contract shall be awarded and the order shall be placed on selected L1 Bidder. Bank may release the order either in Full or in part or place more than one order towards the contract based on project plan.
- 36.3. The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the bidder.
- 36.4. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.
- 36.5. The Shortlisted bidder/s will be required to supply the solution along with the hardware if any to various branches / Offices of the Bank at the rates not higher than the agreed rate finalized under this RFP.

37. Government of India Guidelines On Purchase Preference:

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

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

37.1.1. This MSEs should have registered with :

- 37.1.1.1. District Industries Centers or
- 37.1.1.2. Khadi Village Industries Commission or
- 37.1.1.3. Khadi & Village Industries Board or
- 37.1.1.4. Coir Board or National Small Industries Corporation or

- 37.1.1.5.** Directorate of Handicrafts & Handloom or
- 37.1.1.6.** Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
- 37.1.2.** MSEs participating in tenders, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 in a situation where L1 price is from someone other than MSE & such MSE shall be allowed to supply up to 20% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately according to the tendered quantity.
- 37.1.3.** Bank shall procure minimum 20% of their annual value of goods or services from MSEs.
- 37.1.4. Special provisions for MSEs owned by SC or ST-**
Out of the 20% annual target from MSE, a sub-target of 20% [i.e. 4% out of 20%] shall be earmarked for procurement from MSE owned by SC or ST entrepreneurs.
- 37.1.5.** MSEs are also exempted from paying Application fee/cost & EMD.
- 37.1.6.** MSEs should submit the relevant documentary proof for claiming the exemptions.
- 37.1.7.** MSEs shall have basic required qualification under eligibility criteria specified in the RFP and the above Policy will be applicable to those qualifying Bidders only.
- 37.2.** The Eligible MSEs who intend to match the L1 Price (ultimately decided by the Bank) shall indicate the willingness to match the L1 Price within 6 working days from the date of communication from the Bank to avail the purchase preference.
- 37.3.** Applicable for Indian Bidders only as defined in gazette notification no. D.L-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.
- 37.4.** As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in tender document.
- 37.5.** Further, the Startups are also exempted from submission of Tender Fee and EMDs.
- 37.6.** For availing the relaxations, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.
- 37.7.** Bidder has to submit a self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with KVG Bank as per Form PP-B.
- 37.8.** Procurement through Local Suppliers (Make in India): Department for Promotion of Industry and Internal Trade under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 04/06/2020 has notified revised

guidelines to be followed to promote manufacturing and production of goods and services in India under “Make in India” initiative.

- 37.9.** Definitions: Local content means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under the aforesaid order or by the Competent Ministries/Departments in pursuance of the aforesaid order.
- 37.10.** 'Class-I local supplier' means a supplier or service provider, whose product or service offered for procurement, has local content equal to or more than 50% (unless otherwise prescribed by the Nodal Ministry).
- 37.11.** 'Class-II local supplier' means a supplier or service provider, whose product or service offered for procurement, has local content more than 20% but less than 50% (unless otherwise prescribed by the Nodal Ministry).
- 37.12.** 'Non - Local supplier' means a supplier or service provider, whose product or service offered for procurement, has local content less than or equal to 20% (unless otherwise prescribed by the Nodal Ministry).
- 37.13.** The Margin of purchase preference shall be 20%.
- 37.14.** Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement:
- 37.15.** In procurement of goods, services or works in respect of which the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.
- 37.16.** In procurement of goods, services or works, not covered under Clause above, and with estimated value of purchases less than Rs.200 Crore, only 'Class I local supplier' and 'Class-II local supplier' shall be eligible to bid, except when Global tender enquiry has been issued. In Global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.
- 37.17.** For award of contract, the following clauses shall be applicable in addition to other provisions in the bidding document in this regard:
- 37.18.** In the procurements of goods or works, which are covered under above and which are divisible in nature, the "Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure: a. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1. b. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- 37.19.** In the procurements of goods or works, which are covered under Clause above and which are not divisible in nature, and in procurement of services where the

bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure: a. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L 1. b. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L 1 price. c. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L 1 price, the contract may be awarded to the L1 bidder. d. "Class-II local supplier" will not get purchase preference in any procurement.

- 37.20. Purchase preference for domestic manufacturer/local supplier, methodology of its implementation, value addition to be achieved by domestic manufacturers, self-certification, compliance, monitoring and other terms & conditions shall be as per the aforesaid Guidelines/Notifications. The Guidelines may be treated as an integral part of the tender documents.
- 37.21. The preference to 'Public Procurement (Preference to Make in India) Order 2017' shall be subject to meeting technical specifications and full compliance of other terms and conditions of the RFP and Contract.
- 37.22. Verification of local content:
- 37.23. The 'Class-I local supplier' / 'Class-II local supplier' shall be required to indicate percentage of local content and provide self-certification (as per Form PP-C) along with the bid that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. Bidders shall also give details of the location(s) at which the local value addition is made.
- 37.24. The 'Class-I local supplier' / 'Class-II local supplier' quoting value in excess of Rs.10 crores, shall be required to provide a certificate (as per Form PP-D) bid from the statutory auditor or cost auditor of the company (in case bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in case bidder is other than company) giving the percentage of local content.
- 37.25. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules issued by the Ministry of Finance for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- 37.26. All the relevant documents/information regarding claim for preferential treatment under this policy must be submitted along with offer by the Bidder. Post tender submission of these information/documents shall not be considered. Further firms seeking these considerations shall be completely responsible for the truthfulness and authenticity of their claim for these benefits.
- 37.27. Ministry of Electronics and Information Technology (MeitY): In furtherance of the Public Procurement (Preference to Make in India) Order 2017 notified vide reference cited above, Ministry of Electronics and Information Technology, Government of India has notified thirteen (13) electronic products vide reference F.No.W-43/4/2019-IPHW-MeitY dated 07.09.2020.

- 37.28. Domestic Manufacturers are required to indicate the domestic value addition/Local Content in terms of Bill of Material (BoM) for the quoted products, in terms of aforesaid guidelines, in their bid. Bidders, claiming to bid in the status of domestic manufacturer/local supplier on behalf of domestic manufacturer are also required to give an undertaking in the format as given in MeitY Form-1.
- 37.29. Department of Telecommunications (DoT): In furtherance of the Public Procurement (Preference to Make in India) Order 2017, Department of Telecommunications, Ministry of Communications, Government of India has notified Thirty-Six (36) Telecom Products, Services and Works vide reference No. 18-10/2017-IP dated 29.08.2018.
- 37.30. Domestic Manufacturers are required to indicate the domestic value addition/Local Content in terms of Bill of Material (BoM) for the quoted products, in terms of aforesaid guidelines, in their bid. Bidders, claiming to bid in the status of domestic manufacturer/local supplier on behalf of domestic manufacturer are also required to give an undertaking in the format as given in DoT Form-1.
- 37.31. KVG Bank shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain complete back up calculation.
- 37.32. In case a bidder is eligible to seek benefit under Purchase PP-LC policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC and MSE policy in Form PP-A. The option once exercised cannot be modified subsequently.
- 37.33. Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.
- 37.34. In case an MSE bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders.
- 37.35. For price matching opportunities and distribution of quantities among bidders (bidder's option to avail any one out of two applicable purchase preference policies, i.e., PP-LC-2017 or PPP2012 will be considered), the precedence shall be in the following order:
- 7.1. Public Procurement Policy for MSE 2012.
- 7.2. Purchase Preference linked with Local Content (PP-LC).

D. TERMS AND STIPULATIONS.

38. Effective Date:

- 38.1. The effective date shall be date of acceptance of the order by the selected bidder. However, the bidder shall submit the acceptance of the order within seven days from the date of receipt of order. The Bank reserves the right to consider the late acceptance of the order, if any, at its discretion.
- 38.2. Failure to accept the order within seven days from the date of receipt of the order, makes the EMD liable for forfeiture at the discretion of the Bank. Thereafter the Bank shall be at liberty to proceed with procurement from the other Bidders within the purview of the same RFP by calling for fresh commercial

quotes from the bidders. In such an event, the initially selected bidder stands disqualified for further participating in the subject Bid.

39. Project Execution:

- 39.1. Within 21 days from the date of acceptance of the Order, the selected bidder shall sign a stamped "Agreement" with the Bank at Dharwad as per the format to be provided by the Bank. Failure to execute the Agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected Bidder.
- 39.2. The Agreement shall include all terms, conditions and specifications of RFP and also the Bill of Material and Price, as agreed finally after Bid evaluation and negotiation. The Agreement shall be executed in English language in one original, the Bank receiving the duly signed Original and the selected Bidder receiving the photocopy. The Agreement shall be valid till all contractual obligations are fulfilled.

40. Security Deposit / Performance Bank Guarantee:

- 40.1. The successful bidder should submit a Security Deposit / Performance Guarantee for 3% of total value of the contract within 15 days from the date of acceptance of the Order.
- 40.2. If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above, penalty at 0.50% (Plus GST) for each completed calendar week of delay or part thereof on the value of the order (Exclusive of Taxes) will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 2% (Plus GST) of the total order value (Exclusive of Taxes).
- 40.3. Security Deposit should be submitted by way of DD drawn on Karnataka Vikas Grameena Bank payable at Dharwad / Bank Guarantee may be obtained from any of the Scheduled Banks (other than KVG Bank). However, it should be as per the **Appendix-E**.
- 40.4. Security Deposit/Performance Bank Guarantee should be valid for three years from the date of acceptance of project and shall be retained till the completion of contract period. The guarantee should also contain a claim period of Three months from the last date of validity.
- 40.5. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of in completion of the project and warranty period.
- 40.6. The security deposit / bank guarantee will be returned to the bidder on completion of Warranty Period.
- 40.7. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.

41. Execution of Agreement.

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

- 41.2. The Agreement shall include all terms, conditions and specifications of RFP and also the Bill of Material and Price, as agreed finally after Bid evaluation and negotiation. The Agreement shall be executed in English language in one original, the Bank receiving the duly signed Original and the selected Bidder receiving the photocopy. The Agreement shall be valid till all contractual obligations are fulfilled.
- 41.3. The bidder shall adhere to all regulatory and legal requirements of India. Bidder shall agree to provide right of audit by the bank and inspection by the regulatory authorities like RBI, NABARD etc. This clause shall also be a part of the contract agreement.

42. Implementation, Integration, Migration and Commissioning:

- 42.1. The successful bidder should ensure implementation of the entire solution, along with the migration of existing data and complete all works as specified in the Scope of Work of this RFP within **three Months** from the date of acceptance of the Purchase Order.
- 42.2. Partial or incomplete implementation will not be considered as completion of project.

43. Acceptance:

- 43.1. Bank will evaluate the offered Solution implemented by the bidder, if during the implementation period, the Solution experiences no failures and functions according to the requirements of the RFP, as determined by the Bank; the Solution shall be considered accepted by the Bank and the project will be considered deemed signed-off.
- 43.2. After the Solution has been accepted by the Bank, the Vendor may submit an invoice for the Solution.

44. Uptime:

- 44.1. The bidder shall guarantee **24x7x365** availability with monthly uptime of **99.9%** for the solution as specified in **Annexure-9**, during the period of the Contract, if contracted, which shall be calculated on monthly basis.
- 44.2. The "Uptime" is, for calculation purposes, equals to the Total contracted hours in a month less Downtime. The "Downtime" is the time between the Time of Failure and Time of Restoration within the contracted hours. "Failure" is the condition that renders the Bank unable to perform any of the defined functions on the Solution. "Restoration" is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same.
- 44.3. If the Bidder is not able to attend the troubleshooting calls on solution working due to closure of the office/non-availability of access to the solution, the response time/uptime will be taken from the opening of the office for the purpose of uptime calculation. The Bidder shall provide the Monthly uptime reports during the warranty period and ATS period, if contracted.
- 44.4. The Downtime calculated shall not include any failure due to bank, third party and Force Majeure.
- 44.5. The percentage uptime is calculated on monthly basis as follows:

(Total contracted hours in a month - Downtime hours within contracted hours)

_____ X 100

Total contracted hours in a month

44.6. Contracted hours of a month = No. of days in that month X 24 Hours.

45. Penalties/Liquidated Damages:

45.1. Penalties/Liquidated damages for delay in Implementation:

45.1.1. Non-compliance of the Implementation as per **clause (42.1)** will result in the Bank imposing penalty of 0.50% (Plus GST) on delay on installation per week or part thereof, on the invoice value (exclusive of Taxes) location/office address wise.

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

45.2. Penalties/Liquidated damages for not maintaining uptime :

45.2.1. If the bidder fails to maintain the guaranteed uptime, Penalty for uptime will be deducted as under:

Level of availability calculated on monthly basis	Penalty amount
98.00% to 100%	No Penalty would be deducted
96.99% to < 98.00%	0.05% (Plus GST) on total order value for every hour or part thereof.
95.99% to < 97.00%	0.10% (Plus GST) on total order value for every hour or part thereof.
95.50% to < 96.00%	0.20% (Plus GST) on total order value for every hour or part thereof.
94.99% to < 95.50%	0.30% (Plus GST) on total order value for every hour or part thereof.
94.95% to < 94.99%	0.50% (Plus GST) on total order value for every hour or part thereof.
<94.95%	1.00% (Plus GST) on total order value for every hour or part thereof.

45.2.2. The maximum penalty levied as per above **clause (45.1.1)** shall not be more than the **10% (Plus GST)** of amount payable for that year (exclusive of Taxes) for one Year.

45.2.3. If monthly uptime is less than 95%, the Bank shall levy penalty as above and shall have full right to terminate the contract under this RFP. The right of termination shall be in addition to the penalty. The above penalty shall be deducted from any payments due to the bidder.

45.3. Penalties/Liquidated damages for absence of resident help desk Engineers:

In case the resources go on leave, replacements having equivalent or more experience and qualification has to be arranged by the Bidder to ensure that regular functioning of the branch/office is not hampered. In case replacements are not arranged, Bank shall pay only the proportionate amount of Resident resource charges during the particular quarter. The Bank shall also impose a penalty of **0.5% (Plus GST)** of the Resident resource charges (Excl. of Taxes) payable to the Bidder for that quarter for each day and part thereof of absence. However, total penalty under this clause will be limited to **20% (Plus GST)** of the total charges (Exclusive of Taxes) payable for Resident Resource charges for that quarter.

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

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

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

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

46. Pricing & Payments:

46.1. The Price offered to the Bank must be in Indian Rupees inclusive of all taxes but Exclusive of GST (CGST/SGST). The Vendor has to quote the applicable taxes separately in the Bill of Material.

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

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

46.4. From the date of placing the order till the delivery of 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.

46.5. Applicable Taxes will be paid at actuals.

47. Payment Terms:

47.1. Payment schedule will be as under:

Sl. No.	Payment Stages	Payment	Condition/Remarks
a.	M365 License Cost	Quarterly	Quarterly in arrears by deducting LD if any and taxes as per the price quoted in BOM.
b.	M365 e-mail migration cost.	One time Cost	After migration and accepted by Bank by deducting LD if any and by deducting taxes as per the price quoted in BOM.
c.	One Time location wise Desktop Configuration cost.	One time cost	After Location wise implementation as per the price quoted in BOM by deducting LD if any and taxes.
d.	Onsite Helpdesk resource cost.	Quarterly	Payment shall be done on quarterly basis in arrears after deducting LD if any and taxes.

47.2. Please note that Originals of invoices (plus One Copy) reflecting GST, GSTIN, State Code, State Name, Taxes & Duties, Proof of delivery duly signed by Bank

officials of the respective Branch/office should be submitted while claiming payment in respect of orders placed.

- 47.3. The vendor has to submit commissioning reports duly signed by the Bank officials of the respective Branch/offices, while claiming payment. The invoice and installation report should contain the details of the services delivered as per Bill of Material.
- 47.4. Bank will not pay any amount in advance.
- 47.5. Payment shall be released within 30 days of submission of relevant documents as per RFP terms.
- 47.6. The bank shall finalize the implementation format mutually agreed by the bidder. The bidder shall strictly follow the mutually agreed format and submit the same for each location wise while claiming installation and acceptance payment.
- 47.7. The payments will be released through NEFT/RTGS after deducting the application LD/Penalty, TDS if any, centrally by Head Office at Dharwad and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.

48. Order Cancellation/Termination of Contract:

- 48.1. The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:
 - 48.1.1. Delay in delivery beyond the specified period for implementation.
 - 48.1.2. Serious discrepancies noted in the items implemented.
 - 48.1.3. Breaches in the terms and conditions of the Order.
- 48.2. The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances:
 - 48.2.1. Non submission of acceptance of order within 7 days of order.
 - 48.2.2. Excessive delay in execution of order placed by the Bank.
 - 48.2.3. The selected bidder commits a breach of any of the terms and conditions of the bid.
 - 48.2.4. The bidder goes in to liquidation voluntarily or otherwise.
 - 48.2.5. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
 - 48.2.6. The progress made by the selected bidder is found to be unsatisfactory.
 - 48.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- 48.3. Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services during contract period.
- 48.4. In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days' prior notice to the bidder.
- 48.5. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur for the

execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is canceled.

- 48.6. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract.
- 48.7. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

49. Local Support:

- 49.1. Bidder has to provide Helpdesk support from their own resources at Bank's premises who are on its permanent pay roll (certified on the solution by OEM) for managing day-to-day operation, monitoring and management of the solution.
- 49.2. The Bidder has to provide comprehensive support during the contract period.
- 49.3. The Support should be available from 9.00 AM to 8.00 PM on all working days of the Bank.
- 49.4. The onsite support person should be OEM certified engineer of the proposed solution.
- 49.5. The same should not be sub-contracted.
- 49.6. **Response Time and Meantime to Restore [MTTR]**
 - 49.6.1. Response Time shall be 1 hour and MTTR shall be 3 hours. Time specified above is from lodging of complaint.

50. Manuals:

- 50.1. The bidder shall supply along with each item all the related documents without any additional cost. The documents shall be in English. These will include but not restricted to User Manual and Operation Manual.
- 50.2. All related documents, manuals, catalogues and information furnished by the bidder shall become the property of the Bank.

51. Training:

Bidder has to provide hands on OEM training to few identified Bank officials which should cover in-depth operational and troubleshooting features of the solution. The training should be held in Dharwad. Bidder has to provide user manual and Technical documentation both in hard and soft copies to the Bank.

52. Mean Time Between Failures (MTBF):

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

53. 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 Contract period (if contracted) of the contract, 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.

54. Subcontracting:

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

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 contract period 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 of any damage of Bank's property during execution of the work is attributable to the bidder, bidder has to replace the damaged property at his own cost.
- 56.4. The selected bidder has to execute an Undertaking of Authenticity for Hardware/Software items as per **Annexure-10**.

57. Indemnity:

- 57.1. The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities(including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:
 - 57.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;
 - 57.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;
- 57.2. The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Solution supplied by them.
 - 57.2.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
 - 57.2.2. The limits specified in the 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 or 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 the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.
- 57.3. Bidder's aggregate liability shall be subject to an overall limit of the total Cost of the project.

58. Assignment:

- 58.1. 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 prior written consent.
- 58.2. 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 and obligations of the Vendor under this RFP.

59. 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.

60. 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, updates etc., and the same are licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation.

61. Confidentiality and Non-Disclosure

61.1. 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 and 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-7**.

61.2. 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.

62. Amendments to Purchase Order:

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

63. Amendments to the Agreement:

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

64. 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 rest with the Bank and the decision of the Bank is final.

65. 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.

66. Responsibility for Completeness:

- 66.1. 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.
- 66.2. 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.
- 66.3. The Bidder shall be responsible for any discrepancies, errors and omissions 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 other information as mentioned above within the time schedule and without extra cost to the bank.

67. Responsibilities of the Bidder:

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

- 67.1. 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.
- 67.2. The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
- 67.3. No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- 67.4. Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with KVG BANK. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.
- 67.5. 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 requirement of the solution proposed by the Bidder. 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.

68. Force Majeure:

- 68.1. 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.

- 68.2. 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.
- 68.3. 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.
- 68.4. 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.

69. Corrupt And Fraudulent Practices

- 69.1. 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:
- 69.2. "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
- 69.3. "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.
- 69.4. 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.
- 69.5. 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.
- 69.6. 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.
- 69.7. Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, Bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of

contract and one year thereafter, except as the parties may agree on the case to case basis.

- 69.8. The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for implementation of M365 solution by the Bank.

70. Integrity pact:

70.1. The pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.

70.2. Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible to participate in the bidding process.

70.3. The Bidders shall submit signed contract integrity pact as per **Appendix G** along with part A conformity to eligibility criteria. Those Bids which are not containing the above are liable for rejection.

70.4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.

70.5. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

70.6. Integrity pact in respect to this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

70.7. The Integrity pact agreement submitted by the bidder during the bid submission will automatically form the part of the contract agreement till the conclusion of the contract that is the final payment or the duration of the warranty/guarantee/AMC/ATS/ if contracted whichever is later.

70.8. Integrity pact shall be signed by the person who is authorized to sign the Bid.

70.9. The Name and contact details of the Independent External Monitor (IEM) nominated by the Bank are as under:

1. Shri Rakesh Jain, IA&AS (Retd.) Email: rakeshjain18@hotmail.com	2. Shri D R S Chaudhary, IAS (Retd) Email: dilip.chaudhary@gmail.com
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71. 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 Dharwad, Karnataka, INDIA.

72. 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.

73. Responsibilities of Selected Bidder

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

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

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

74. Human Resource Requirement:

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

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

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

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

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

74.5. The Bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for all critical activities.

74.6. The Bidder shall extend all of the outsourced banking and financial services by deploying such personal that have high integrity and meet the qualifications and other criteria stipulated by the Reserve Bank of India , Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time as per the provisions of Minimum Wages Act 1945.

75. Legal Disputes and Jurisdiction of the court:

- 75.1.** The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.
- 75.2.** All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts in Dharwad 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-1

Checklist

SUB: RFP for Selection of Authorized partner of Microsoft for Implementation of M365 HRM Solution.

Ref: Your RFP 07/2022-23 dated 30/09/2022

Sl. No	Particulars	Vendor Response [Yes/No]
a.	Whether Cost of the Tender document (Demand Draft payable at Dharwad) is submitted along with the Part A-Conformity to Eligibility Criteria?	
b.	Whether EMD / Bank guarantee & Integrity pact Submitted in the Part A- Conformity to Eligibility Criteria?	
c.	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?	
d.	Whether all pages are authenticated with signature and seal (Full signature to be affixed and not initials). Erasures / Overwriting / Cutting / Corrections is authenticated? Certification / Undertaking is authenticated?	
e.	Whether Call log in Procedure, Preventive and Break down/Corrective Maintenance is provided?	
f.	Whether address of Office on which order has to be placed is indicated in Annexure-4	
g.	Whether ensured that, the Hardware/Software Items quoted for M365 are not impending End Of Life.	
h.	Whether ensured that, the separately sealed envelopes containing Part A-Conformity to Eligibility Criteria, Part B-Technical Proposal and Part-C Commercial Bid () for Selection of Service Provider for Implementation of M365 Solution 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.	
i.	Whether ensured Indexing of all Documents submitted with page	
j.	Whether replica of Price Bid (Masked price bid) as per Bill of Material is submitted in Part-B Technical Proposal.	

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

Checked for accuracy

Date

Signature with seal

Name :

Designation :

Annexure-2
Bid Covering letter Format

Reference No:

Date:

The General Manager,
Karnataka Vikas Grameena Bank,
Head office IT Division
PB No 111, Belgaum Road
Dharwad - 580008

Dear Sir,

SUB: RFP for Selection of Authorized partner of Microsoft for Implementation of M365 Solution.

Ref: Your RFP 07/2022-23 dated 30/09/2022

Having examined the tender document including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer for subject items are 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 Implementation of M365 solution as per timelines mentioned in the RFP for each ordered locations.

If our offer is accepted, we undertake to provide Technical consultancy / Service support / Guidance for the solution supplied as per the above referred RFP, during contract period. We enclose a Demand Draft /Bank Guarantee in lieu of EMD for **Rs.1400000.00** in favour of Karnataka Vikas Grameena Bank as EMD.

We agree to abide by this offer till 180 days from the date of opening of Commercial 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.

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.

Date

Signature with seal

Name :

Designation :

Annexure-3
Eligibility Criteria Declaration

The General Manager
Karnataka Vikas Grameena Bank
Head office IT Division
PB No 111, Belgaum Road
Dharwad - 580008

SUB: RFP for Selection of Authorized partner of Microsoft for Implementation of M365 Solution.

Ref: Your RFP 07/2022-23 dated 30/09/2022

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

Sl. No .	Eligibility Criteria	Documents to be submitted with Part A-Conformity to Eligibility Criteria	Bidder's Response and Documents Submitted
a)	The Bidder should be a registered Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2011.	Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company OR Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies.	
b)	Bidder shall be authorized Microsoft Licensing Solution Provider (LSP).	Copy of LSP agreement should be submitted and it should be valid for a period of 5 years from the date of submission of the bid.	
c)	The Turnover of the Bidder should be minimum Rs.10 Crores each year during last Three financial years (i.e. 2019-20, 2020-21 and 2021-22)	Audited balance Sheet for last Three (3) Years (i.e. 2019-20, 2020-21 and 2021-22).	
d)	The Bidder should have positive Net Worth as on 31/03/2022.	The Bidder must produce a certificate from the Company's Chartered Accountant to this effect.	
e)	Proposed Solution of proposed OSM should have been implemented (not necessarily bidder) in any Scheduled Commercial Banks/PSUs/Government Departments/ Public Sector Enterprises/Corporates in India during the immediate preceding 3 years (i.e. from 01/04/2019 to	The Bidders has to provide order copy/reference Letter from their customers	

	31/03/2022)		
f)	The Bidder should have experience of having managed the solution proposed to the Bank with a minimum of 1,000 staff in any Scheduled Commercial Banks/PSUs/Government Departments/Corporates in India during the immediate preceding 3 years	The bidder shall provide the details of contract which are still valid. Work Orders & reference letters of Satisfactory Performance from the <u>Clients as per format provided</u> has to be submitted along with documentary proof.	
g)	M365 solution shall be hosted in Meity Approved cloud	Meity empanelled document copy should be provided.	
h)	The Bidder should not be a blacklisted/ debarred company as on date of submission of RFP by any Government entity, Bank or Financial Institutions.	Bidder should submit an undertaking letter to this effect in Letter Head.	
i)	Certification Requirements (as mentioned in the Scope of this RFP)	Copy of the Valid Certificate(s) to be provided	
j)	The Data Centre where the proposed Solution will be hosted should be located in India with a suitable DR Setup in India for Business Continuity Purpose at a different seismic zone, with required hardware, software, application software and connectivity etc.	Location details and Proof for DC & DR setup to be submitted.	

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

Bidder's Profile

SUB: RFP for Selection of Authorized partner of Microsoft for Implementation of M365 Solution.

Ref: Your RFP 07/2022-23 dated 30/09/2022

Sl. No	Particulars	Details
a)	Name of the Company	
b)	Name of the OEM	
c)	Constitution	
d)	Date of Establishment/Incorporation	
e)	Address of Corporate Office	
	Address of the Registered Office on which Office Order to be placed on (Registered Office/Corporate Office)?	
f)	Telephone No FAX No (if available) E-mail Address Website	
g)	Turnover: 2019-2020 2020-2021 2021-2022	
h)	Net worth as on 31/03/2022	
i)	Domestic Customer Base (Number of Clients similar Solution were supplied and installed in India)	
j)	Our PAN number for Income Tax is _____. We are registered with the GST authorities and our registration numbers are as follows. GST Registration Number is _____. <u>Our Bank Details</u> Name and Style of Bank Account Name of the Bank and Branch address	

	Account Number	
	RTGS / NEFT Code	

Date

Signature with seal

Name :

Designation :

Annexure-5
Authorization Letter Format

(To be presented by the authorized person at the time of Opening of Part A-Conformity to Eligibility Criteria/Part B-Technical Proposal / Part C-Commercial Bid () on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company)

Ref No:

Date:

The General Manager
Karnataka Vikas Grameena Bank
Head office IT Division
PB No 111, Belgaum Road
Dharwad - 580008

Dear Sir,

SUB: RFP for Selection of Microsoft Authorized partner for Implementation of M365 Solution.

Ref: Your RFP 07/2022-23 dated 30/09/2022

This has reference to your above RFP 07/2022-23 dated 30/09/2022

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

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name & Designation 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-6

Track Record of Past Implementation of M365 Solution.

SUB: RFP for Selection of Service Provider for Implementation of M365 Solution.

Ref: Your RFP 07/2022-23 dated 30/09/2022

Name of the Bidder_____

List of Bidder's Major Customers in Last 3 Years and References

Sl. No.	Name of the Client/s where M365 Solution is implemented.	Contact Person's Name	Telephone No.	Address
1	2	3	4	5

(Enclose necessary documentary proof)

Date

Signature with seal

Name :

Designation :

Annexure-7

Non-Disclosure Agreement

SUB: RFP for Selection of Service Provider for Implementation of M365 Solution.

Ref: Your RFP 07/2022-23 dated 30/09/2022

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the Bidder, are agreeable to the formalities of deliverables as per timelines mentioned in the RFP for each ordered locations to Karnataka Vikas Grameena Bank, having its Head office at PB No 111, Belgaum Road, Dharwad -580008 hereinafter referred to as the BANK 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 "**Selection of Authorized partner of Microsoft for Implementation of M365 Solution**" and/or in the aftermath thereof, it may be necessary that the Bidder may perform certain jobs/duties on the Banks properties and/or have access to certain plans, documents, approvals or information of the BANK; NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, in order to induce the BANK to grant the Bidder specific access to the BANK's property/information. The Bidder will not publish or disclose to others, nor, use in any services that the Bidder performs for others, any confidential or proprietary information belonging to the BANK, unless the Bidder has first obtained the BANK's written authorization to do so.

The Bidder agrees that notes, specifications, designs, memorandum 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 during or subsequent to submission of the offer to the BANK, to anyone outside the BANK.

The Bidder shall not, without the BANKs 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-8
Technical Bid Covering letter Format

The General Manager
Karnataka Vikas Grameena Bank
Head office IT Division
PB No 111, Belgaum Road
Dharwad - 580008

SUB: RFP for Selection of Authorized partner of Microsoft for Implementation of M365 Solution.

Ref: Your RFP 07/2022-23 dated 30/09/2022

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

Sl. No.	Particulars	Details to be furnished by the Bidder
a.	Scope of Work as per Annexure-9	
b.	Name of the Bidder	
c.	E-mail address of contact persons	
d.	Details of: Description of business and business background Service profile & Client profile	
e.	Approach and methodology for the proposed scope of work along with illustrative deliverables.	
f.	Details of inputs/requirements required by the bidder to execute this assignment.	
g.	Conformity to the obtaining of various certificates/bench mark testing standards for the items quoted to meet the intent of the RFP.	
h.	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-9
Scope of Work

SUB: RFP for Selection of Authorized partner of Microsoft for Implementation of M365 Solution.
Ref: Your RFP 07/2022-23 dated 30/09/2022

The Detailed Scope of Work required for Implementation of M365 Solution.

Scope of Work for Bidder during implementation:-

1. The Bidder shall conduct the site survey and configure the solution & Desktops in such a way that it suits best with the Bank's infrastructure.
2. The Bidder should perform comprehensive configuration and management of Active Directory solution including but not limited to endpoint management, Group policy, DNS etc.
3. Bidder should design and implement the logical and physical structure of Directory services, organization Unit (OU) structure as per Bank's requirements, DNS structure and Group policy or equivalent policy features etc.
4. The bidder should configure relevant M365 license for individual user as per the data provided by the Bank.
5. The bidder should configure each desktop for domain joining, install the intune patch management and Office suite client along with Defender Antivirus Client.
6. The bidder should configure Defender Antivirus, Firewall, exploit guard, credential guard, bit locker, windows information protection for all the desktops and users.
7. The Bidder should create, manage and maintain additional group policies as per the requirement of the Bank from time to time.
8. Group policy, KVG Bank domain policy, Naming conventions of the user accounts/OU's/Groups should be deployed on desktops as per the Bank's specifications.
9. The Bidder should provide the complete desktop group policy settings for user and computer configurations and Bank will decide on various policies such as password policy, power management policy, device policy, backup policy, software policy, access rights to the users and groups, etc., and the same should be implemented and managed by the bidder.
10. The Bidder should demonstrate that all the policies which have been setup for the Bank are functional.
11. The Bidder should document the findings, configuration details and the policies deployed in Bank's environment.
12. The Bidder should replicate the configurations and policies to the other locations/OUs as and when required by the Bank.
13. The Bidder should ensure access to resources only by authorized users through group policies, delegation, access control lists etc. as per the requirements defined by the Bank.
14. Bidder is required to maintain and manage the Active Directory in terms of group / user management, schedule management, domain management etc. during the contract duration.
15. Bidder should support integration of any third party applications with Active Directory during the contract period.

16. The Bidder should ensure logging of all relevant Active Directory events.
17. Solution should be able to control the security features of all desktops. This shall include implementing operating system security, performance tuning and hardening as per security standards and guidelines of Bank and regulators.
18. The bidder should have facility to get entire control of desktops and enable/disable hardware/peripherals/software/services.
19. The bidder should be able to configure Browser settings, Screen timeouts, Screen savers and Login Screen centrally through mass roll out.
20. The bidder should delegate administrator roles only to specific groups of desktop users.
21. The Bidder should configure remote shutting down the Desktops/Group of Desktops based on group policies.
22. The Bidder should configure the group policies to remotely turn on the Desktop with compatible hardware using Wake up on LAN (WoL) feature.
23. The Bidder should ensure that the solution should support multiple user roles (including guests and visitors) and allows different admission policies to be applied to each role.
24. The Bidder should ensure that the Policy enforcement should be deployed centrally.
25. The Bidder should provide a very comprehensive solution for Windows Patch / Update Management to all the desktops in the Bank through Intune - it should provide an integrated solution to deploy software updates seamlessly to physical and virtual clients across the Bank. IT administrators should be able to use the solution to distribute both security and non-security related updates/patches of Microsoft products, Antivirus, third party applications, and custom/in-house applications.
26. The Bidder should ensure that the Central server at Azure should download the patches (OS or third party application)/version upgrades/OS upgrades from internet to the agents.
27. The Bidder should manage centralized intune solution optimized for Bank's network architecture with wide range of WAN latency which segregates the desktops for the patches with granular and flexible grouping mechanism. Bidder should configure and implement all the patches without requiring end-user intervention.
28. The Bidder has to ensure that the intune Solution is able to deploy patches and application packages using the available bandwidth during office hours without affecting the normal banking operations of the branches/ offices. Bidder has to ensure that the solution provides features such as bandwidth throttling in order to ensure updation of patches even in low bandwidth locations.
29. The Bidder should optimize the delivery of content through the solution such that software distribution/security updates happen over a slow link and at the same time not interfere with critical business processes or make the production processes to run slow.
30. The Bidder should configure intune solution to provide automated patch management capabilities and it should support multiple versions of Windows OS (multi-platform).
31. The Bidder should be able to distribute the application software, OS, patch and other software updates in all the desktops.
32. The security patches and all other patches of Microsoft Products should be installed in all the desktops/Laptops. The Bidder should continue to upgrade/update the latest versions / patterns /security and all other Windows patches, Antivirus updates in all

the desktops and ensure that at any point of time there is no computer system in the Bank without updated OS Patch, Antivirus definitions and also without policy compliance.

33. Bidder has to ensure more than 95% compliance for all security/OS patches/updates/installers on all the desktops of the Bank within 7 days from the date of deployment during the contract period.
34. The Bidder should update the antivirus definition to all the Desktops atleast on T+1 Basis.
35. The Bidder through intune should have the facility to identify missing patches on multiple desktops and to approve patches for installing the same.
36. The bidder should identify missing updates if any in Antivirus definition in desktops across the corporate network and ensure timely updation of the same.
37. The Bidder through intune solution should be able to track and evaluate the appropriate software updates depending on OS and products installed in the desktops.
38. The Bidder should ensure that if a system is turned off, the solution should be able to determine when it was last interrupted and resume the download of patches and antivirus definition from that point when the system is back online.
39. The Bidder should configure Antivirus solution for scanning of the entire desktops atleast once in a day during lean hours.
40. The solution should be able to re-deploy the patch on a computer automatically if the initial deployment is not successful and even if the deployed patch is un-installed by the user.
41. The bidder should roll back to previous version in case of the patch installation failure.
42. Patch deployment wizard: A simple console wizard should be provided to assist administrators in deploying required patches to managed devices with Zero Day availability of the patches, security Updates and Antivirus definitions to the desktops.
43. The solution must be capable of deploying patches/ updates/ applications/ packages etc. to targeted workstations based on multiple parameters such as IP Subnets, hardware criteria, Directory containers, groups, users, hostname etc.
44. The Bidder should ensure that all desktops having various version of Windows Operating system are updated with the latest updates and patches release by Microsoft.
45. The Bidder will be responsible for maintaining up to date patches/OS version, security updates and updates for third party applications in the environment. Bidder should continuously monitor for release of patches/new versions. The Bidder should ensure that the Bank is notified promptly of any new patches released for operating systems/third party applications.
46. The Bidder should ensure that any new operating system/ third party application patch/update released by the respective OEM is available within 3 days in the solution catalogue for deployment.
47. The Bidder is responsible for maintaining all the endpoints of the Bank in supported versions of operating system during the contract period. The Bidder should ensure that the solution is capable of supporting build upgrade to latest version of operating System in all desktops as and when released by the OEM during the contract period without needing to redeploy the complete OS image.

48. The Bidder should provide a dash-board which could be customized as per the Bank's requirement for the operating system patching and software deployment for all the endpoints of the Bank.
49. The Bidder should be able to provide details like how many desktops are updated with latest patch, pending to load patch, rollback list, patch applied, software installed in each desktop etc.
50. The Bidder shall provide consolidated daily / weekly / monthly reports on the patch updation status, Antivirus Definition status at the endpoints of the Bank and other reports as specified by the Bank, as and when required.
51. The reports should be segregated based on Branches & ROs.
52. The Bidder should provide a variety of reports as per the Bank's requirement readily from the solution including but not limited to the compliance percentage for any specific patch/application package for all endpoints or specific groups across the network, applicable endpoints for any given patch/update etc.
53. The Bidder should ensure that the reporting should be flexible and easily customizable.
54. The end users should not be provided with Admin rights to uninstall/disable/modify the operating system & Antivirus configuration in the Desktops.
55. The bidder should maintain a central repository of the endpoint configuration, software and hardware inventory details from all the distributed endpoints. The solution should identify hardware inventory (like processor, memory, hard disk, serial number, make and model etc.) and all software installed on the workstation with their versions etc. Installed software / applications should be available from multiple methods like file information on the workstation, registry contents and add/remove programs.
56. The Bidder should generate the hardware & software inventory details for each Desktop based on Branch and ROs.
57. The solution should be able to identify endpoints which are not installed with Patch Management agent within a given range of IPs / hosts and automatically initiate remote installation / self-remediation actions, which can include installing / repairing the agent on the Endpoint.
58. The solution should have the capability of discovering machines, users and groups from Active Directory and to distribute any software packages or patches to those Directory objects.
59. The solution must be capable of distributing all types of applications like .exe, .msi, .bat, .vbs etc. The Bidder will be responsible for creating the packages for deployment for such files.
60. The Bidder should upgrade/downgrade the user license as and when required by the Bank.
61. The Bidder should generate application software utilization report (Software metering) based on users, Branches, ROs as and when required.
62. The Bidder should migrate the existing e mail ids along with all sent and received data from Microsoft Exchange to M365 F3/E3 as the case may be.
63. The Bidder should ensure zero data loss while migration of emails.
64. The Bidder should ensure minimum down time during migration.
65. The Bidder should configure dual factor authentication for access email solution based on OTP through SMS from day one.

66. The Bidder should activate DKIM, DMARC, SPF, Anti phishing and Anti Malware features from day one for the email solution.
67. The Bidder should configure all the security parameters of Exchange online protection & Defender for End point plan as the case may be.
68. The Bidder should ensure that all the email data in rest and in transit are encrypted.
69. The bidder should provide self-service password reset/change facility for resetting/changing the user credentials.
70. The bidder should configure archiving feature for incoming and outgoing mails and the same needs to be retrieved as and when required by the Bank.
71. The bidder should increase/decrease the email attachment size as and when required by the Bank within the overall limit of the solution.
72. The bidder should block file extension type as and when required by the Bank.
73. The bidder should block all the profanity words in the solution from day one.
74. The bidder should ensure that all the mail boxes reside in India.
75. The Bidder should create generic email ids and personnel email ids and should be linked to particular user license.
76. The Bidder should provide access of email through mobile email client for certain class of users.
77. The Bidder should configure Azure information protection for the files mentioned by Bank as and when required.
78. The Bidder should configure conditional access policies as per the requirement of the Bank.

Scope of work for onsite help desk Engineers:-

1. The help desk staff should be available from 9.00 AM to 8.00 PM (In shifts) on all working days of the Bank.
2. The help desk staff should create, delete and change profile & plan as and when required by the Bank.
3. The help desk staff should attend the calls & Emails from the users for guidance and address the issues and ensure smooth operation of e-mail services, Antivirus updation, Identity management, and Collaboration and office suite applications.
4. The help desk staff should proactively monitor and ensure updation of Antivirus definitions, OS patches and other application patches atleast on T+1 basis.
5. The help desk staff should test the OS patches in few Desktops to ensure functioning of core banking application before mass roll out.
6. The help desk staff should revert patches for OS in case of any operation issues.
7. The help desk staff should change the license of the users as and when needed by Bank.
8. The help desk staff should submit daily call logging report, activity report, overall antivirus status of Bank, Patch status, hardware and software inventory, license usage etc. to the Bank staff.

9. The help desk should activate license and configure Desktops for M365 access as and when required.
10. The help desk should co-ordinate with Microsoft technical support team for resolving issues which are related to the Microsoft.
11. The help desk staff should co-ordinate with Bank's CBS service provider for trouble-shooting issues related to network, port opening, Bandwidth utilization etc.
12. The help desk staff should install applications, device drivers, screen saver, desktop screens etc. as and when required by the Bank. Bank shall provide the required licenses for the same.
13. The help desk staff should upgrade the OS build as and when it falls due.
14. The help desk staff should configure Azure information protection for the files mentioned by Bank as and when required.

Date

Signature with seal

Name :

Designation :

Annexure-10

Undertaking of Authenticity for Selection of Authorized partner of Microsoft for Implementation, of M365 Solution.

SUB: RFP for Selection of Service Provider for Implementation of M365 Solution.

Ref: Your RFP 07/2022-23 dated 30/09/2022

We hereby undertake that all the components/parts/assembly/software used in the M365 Solution under the above like Hard Disk, Monitors, Memory etc. shall be original new components /parts /assembly /software only from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of Licensed Operating System/Software 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/Software) and also that it shall be sourced from the authorized source (e.g. Authorized Microsoft Channel in case of Microsoft Operating System).

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

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

In case of default and we are unable to comply with the above at the time of delivery or during installation, for the IT Hardware/Software already billed, we agree to take back the M365 solution without demur, if already supplied and return the money if any paid to us by you in this regard.

Date

Signature with seal

Name :

Designation :

Annexure-11

Compliance Statement

SUB: RFP for Selection of Service Provider for Implementation of M365 Solution.

Ref: Your RFP 07/2022-23 dated 30/09/2022

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 Requirements for M365 Solution.		
Scope of Work as per Annexure-9		

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

Date

Signature with seal

Name :

Designation :

Annexure-12

Undertaking Letter Format

- a. We understand that Bank shall be placing Order to the Selected Bidder exclusive of taxes only.
- b. We also confirm that we have quoted the solution with GST only.
- c. We also confirm that in case of invocation of any Bank Guarantees submitted to the Bank, we will pay applicable GST on Bank Guarantee amount.
- d. We are agreeable to the payment schedule as per “Payment Terms” of the RFP.
- e. We here by confirm to undertake the ownership of the subject RFP.
- f. We also confirm that we have quoted rates (as per terms and conditions of the tender), giving the rates/price in Bill of Material (BOM).
- g. We hereby undertake to provide necessary hardware with latest product and software with latest version and any third party licenses with latest version required for the implementation of the Solution. The charges for the above have been factored in Bill of Material (BOM), otherwise the Bid is liable for rejection. We also confirm that we have not changed the format of BOM.

Date

Signature with seal

Name :

Designation :

Annexure-13

Escalation Matrix

SUB: RFP for Selection of Authorized partner of Microsoft for Implementation of M365 Solution.

Ref: Your RFP 07/2022-23 dated 30/09/2022

Name of the Company:

Implementation Related Issues:

Sl. No.	Name	Designation	Full Office Address	Phone No.	Mobile No.	Fax	Email address
a.		First Level Contact					
b.		Second level contact (If response not received in 24 Hours)					
c.		Regional/Zonal Head (If response not received in 48 Hours)					
d.		Country Head (If response not received in One week)					
e.		Order to be placed on					

Service Related Issues:

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

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

Date

Signature with seal

Name :

Designation :

Annexure-14
Manufacturer/Solution Provider 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/solution provider]

No. _____ dated _____

The General Manager
Karnataka Vikas Grameena Bank
Head office IT Division
PB No 111, Belgaum Road
Dharwad - 580008

Dear Sir,

SUB: RFP for Selection of Authorized partner of Microsoft for Implementation of M365 Solution.

Ref: Your RFP 07/2022-23 dated 30/09/2022

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 Six years from the date of submission of this tender.

We (Manufacturer/Indian Distributor) also confirm that we will ensure all product updates (including management software updates and new product feature releases) are provided by M/sfor all the products quoted for and supplied to the bank during the Six 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 updates 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 updates and any new Operating Software releases at the bank's premises.

Yours faithfully

(Name)

For and on behalf of
M/s-----

Annexure-15

Covering letter format for Commercial Bid

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

Reference No:

Date:

The General Manager
Karnataka Vikas Grameena Bank
Head office IT Division
PB No 111, Belgaum Road
Dharwad - 580008

Dear Sir,

SUB: RFP for Selection of Authorized partner for Implementation of M365 solution.

Ref: Your RFP 07/2022-23 dated 30/09/2022.

We thank you for providing us an opportunity to participate in the subject RFP. Please find our commercial offer as per **Annexure-16 Bill of Material** format of the subject RFP along with this covering letter.

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

Date

Signature with seal

Name :

Designation :

Annexure- 16
Bill of Material

SUB: RFP for Selection of Authorized partner of Microsoft for Implementation of M365 solution.
Ref: Your RFP 07/2022-23 dated 30/09/2022

Notes

1. These details should be on the letter head of Bidder and each & every page should be signed by an Authorized Signatory with Name and Seal of the Company.
2. Please be guided by RFP terms, subsequent amendments and replies to pre-bid queries (if any) while quoting.
3. Do not change the structure of the format nor add any extra items.
4. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.

Table -A

Subscription cost details of M365

[Amount in Rupees exclusive of GST]

Sl No.	Item Description	Subscription cost per user per year.	Total no. of users.	Total No. of Years.	Total Cost.
		A	B	C	D=(AxBxC)
1.	M365 F3		1841	3	
2.	M365 F3 + Exchange Online Archiving		764	3	
3.	M365 E3		250	3	
	Total				

Table - B

Cost of Implementation

[Amount in Rupees exclusive of GST]

Sl No.	Item Description	Per Location Cost A	No. of Locations B	Total C=AXB
1	One Time M365 user creation & Email Migration cost.	NA	NA	
2	One Time Location wise Desktop configuration cost.		650	
	Total			

Table C Helpdesk support cost

Sl No.	Per resource cost	Total No. of Resources	No. of Years	Total C=AXBXC
1		2	3	

TCO for the contract period

Sl No.	Grand Total Cost without GST.	GST Percentage	GST Value	TCO with GST
1	Table A + Table B + Table C			

Charges mentioned in above Tables should be valid for 3 years from the date of commercial bid opening. Quantity mentioned in above Table-A is indicative only. Bank will procure the same as and when required.

Undertaking

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

Date

Signature with seal

Name :

Designation :

Appendix -A

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

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

- 1) Index of all the documents submitted with page numbers.
- 2) Cost of Tender document by way of DD payable at Dharwad.
- 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) Bid Covering letter as per **Annexure-2**.
- 7) Eligibility Criteria declaration as per **Annexure-3** with documentary proof in support of the Eligibility Criteria.
- 8) Bidder's Profile as per **Annexure-4**.
- 9) Track Record of Past Implementation of Projects as per **Annexure-6**.
- 10) Non-Disclosure Agreement as per **Annexure-7**.
- 11) Write up on the Work Experience / Expertise of Selection of Authorized partner of Microsoft for Implementation of M365 Solution.
- 12) Bidder should have central help Desk available on 9AM to 8PM on all working days of the Bank for support and compliant booking. Details of the Help Desk phone no. & email ID has to be provided.

Appendix-B

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

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

- 1) Index of the entire document submitted with page numbers.
- 2) Technical Bid Covering Letter as per **Annexure-8**.
- 3) Compliance to Scope of Work as per **Annexure-9**.
- 4) Undertaking of Authenticity for Selection of Service Provider for Implementation, Integration, Migration and Maintenance of M365 Solution as per **Annexure-10**.
- 5) Compliance Statement as per **Annexure-11**.
- 6) Undertaking Letter as per **Annexure-12**.
- 7) Escalation Matrix as per **Annexure-13**.
- 8) Manufacturer/Authorized Distributor in India Authorization Form as per **Annexure-14**.
- 9) Masked bill of Material as per **Annexure-16**.
- 10) The Bidder to submit a certificate / letter from OEM that the proposed M365 solution, OS, any other related software and the solution offered by the bidder to the Bank are correct, viable, technically feasible for implementation and the solution will work without any hassles in all the locations.
- 11) Technical Documentation (Product Brochures, leaflets, manuals, drawings).
- 12) A detailed list of the other Infrastructure required and any other precautions to be undertaken should be given in detail along with the Technical Proposal.
- 13) Bidder has to provide detailed proposed BOM each line item wise for all M365 solution for 3 years as part of Technical Bid.
- 14) The M365 solution should be hosted in MeitY approved cloud. The bidder has to submit Copy of these Certifications in the Technical Bid and the same should be valid till the Contractual Period. If the same is not valid till the Contract Period, bidder has to submit Undertaking that the same shall be renewed as and when due for renewal till the Contractual period.
- 15) Bidder has to conduct the Site Survey and provide the recommendations of such requirement in the technical bid.
- 16) The bidder should submit proposed Solution Document, High Level Architectural Document and Migration Plan, all vetted by the OEM, in the technical Bid.
- 17) The bidder shall provide detailed integration plan of the proposed solution with the Bank's DC and DRC Infrastructure along with the bandwidth requirements, in the technical bid.
- 18) If Bidder has proposed Solution over third Party/ OEM's Cloud Infrastructure, the details of agreement with cloud service provider has to be submitted along with Technical Bid.

Appendix-C

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

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

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

- 1) Bidder's Covering letter as per **Annexure-15**.
- 2) Bill of Materials as per **Annexure-16**.

Appendix -D
Bank Guarantee Format for Earnest Money Deposit

To: The General Manager
Karnataka Vikas Grameena Bank
Head Office IT Division
P B No111, Belgaum Road
DHARWAD

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

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 Beneficiary for the sum of Rs _____(Rupees _____ only) for which payment well and truly to be made to the said Beneficiary, 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 Beneficiary 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 Beneficiary up to the above amount upon receipt of his first written demand without the Beneficiary having to substantiate his demand, provided that in his demand the Beneficiary 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 _____ 2022.

(SIGNATURE & SEAL OF THE BANK)

This Bank guarantee should be confirmed through SFMS by the issuing Bank and the details are as follows

Name of the Bank: Karnataka Vikas Grameena Bank

Name of the Branch : Head office

IFSC Code: KVGB0000001

Appendix-E
Proforma of Bank Guarantee for Contract Performance

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

To: The General Manager
Karnataka Vikas Grameena Bank
Head Office IT Division
P B No111, Belgaum Road
DHARWAD

WHEREAS (Name and address of M/s XXXX Ltd (hereinafter referred to as “the CONTRACTOR”) has undertaken to supply, transportation, transit insurance, local delivery and installation insurance up to Acceptance by the bank, Acceptance testing and also includes documentation, warranty, annual maintenance, if contracted, and training or demo of your personnel related to **Selection of Authorized partner of Microsoft for Implementation of M365 Solution** as per their Contract dated _____ with you (hereinafter referred to as “the CONTRACT”)

AND WHEREAS in terms of the Conditions as stipulated in the Contract, the CONTRACTOR is required to furnish, a Bank Guarantee by way of Performance Guarantee, issued by a Scheduled Bank in India, in your favour, as per Clause _____ of the CONTRACT, 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 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 Dharwad on or before _____ (mention period of the guarantee as found under clause ii. above plus claim period).

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

Dated this _____ day of _____ 2022.

For and on behalf of

_____ BRANCH MANAGER SEAL ADDRESS PLACE

This Bank guarantee should be confirmed through SFMS by the issuing Bank and the details are as follows

Name of the Bank: Karnataka Vikas Grameena Bank

Name of the Branch : Head Office

IFSC Code: KVGB0000001

Appendix-F

Format for Sending Pre-Bid Queries

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

APPENDIX G

Integrity Pact

(This has to be submitted in the non-judicial Stamp Paper)

INTEGRITY PACT

Between

Karnataka Vikas Grameena Bank, a Regional Rural Bank, incorporated under the Regional Rural Bank Act, 1976 and having registered office at P.B. No. 111, Belgaum Road, Dharwad, herein after referred to as “The Principal”, which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART and

_____, (description of the party along with address), hereinafter referred to as “The Bidder/ Contractor” which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the Tender/RFP process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the Tender/RFP for, the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the Tender/RFP process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender/RFP process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender/RFP process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender/RFP process and during the contract execution.

- 1.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principals employees involved in the Tender/RFP process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender/RFP process or during the execution of the contract.
- 1.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 1.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 1.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from Tender/RFP process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders(s)/ Contractor(s) from the Tender/RFP process or take action as per the separate "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" framed by the Principal.

Section 4 - Compensation for Damages

- 1.1 If the Principal has disqualified the Bidder(s) from the Tender/RFP process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit.
- 1.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

- 1.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the Tender/RFP process.

- 1.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender/RFP process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors/ Sub-contractors

- 1.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his sub-contractors a commitment consistent with this Integrity Pact. This commitment shall be taken only from those sub-contractors whose contract value is more than 20% of Bidder's/ Contractor's contract value with the Principal.
- 1.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 1.3 The Principal will disqualify from the Tender/RFP process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

- 5.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 5.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, Karnataka Vikas Grameena Bank.
- 5.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- 5.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- 5.6 The Monitor will submit a written report to the Chairman, Karnataka Vikas Grameena Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 5.7 The Chairman, Karnataka Vikas Grameena Bank shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 5.8 If the Monitor has reported to the Chairman, Karnataka Vikas Grameena Bank, a substantiated suspicion of an offence under relevant IPC / PC Act, and the Chairman, Karnataka Vikas Grameena Bank has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 5.9 The number of Independent External Monitor(s) shall be decided by the Chariman, Karnataka Vikas Grameena Bank.
- 5.10 The word "Monitor" would include both singular and plural.

Section 9 - Pact Duration

- 1.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.
- 1.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the Chairman, Karnataka Vikas Grameena Bank.

Section 10 - Other Provisions

- 1.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. Dharwad.
- 1.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 1.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 1.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 1.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal For & On behalf of the Bidder/ Contractor
 (Office Seal) (Office Seal)
 Place-----
 Date-----

Witness: _____ Witness: _____
 (Name & Address) _____ (Name & Address) _____

APPENDIX H

PROOF OF CONCEPT

Brief Introduction: Karnataka Vikas Grameena Bank is having 629 Branches and 10 regional offices and one Head office at Dharwad. Bank is having DC & DRC at Mumbai & Bengaluru respectively. All the branches are connected to DC & DRC through MPLS/VSAT network with Bandwidth varying from 256 Kbps to 10 Mbps.

Branches are having Desktops with Windows 8.1 & 10 professional edition operating systems which are used to access Core Banking application.

Branches are accessing internet through proxy solution with customized TCP port at DC & DRC. There is no direct internet access to Desktops.

POC Check list:-

1. Identity access solution.
2. Change of password policy.
3. Remote application & driver installation.
4. Remote Antivirus management.
5. Report generation on health of desktop.
6. Hardware & Software inventory report generation.
7. Remote patch updation.
8. Remote troubleshooting and Domain joining/Disjoining.
9. Demonstration of Office suite functioning in web & app modes.
10. Demonstration of Teams collaboration.
11. Creation of OUs and group policies.
12. Blocking access to mass storage while allowing access to other USB connected peripherals.
13. Demonstration of Azure Information Protection.