



Request for Proposal (RFP) **for**

**Selection of System Integrator for Managed IT
Services for existing SAP-HRMS in
Karnataka Gramin Bank and Kerala Gramin Bank
(Sponsored by Canara Bank)**

Ref: KaGB/Project Office/RFP/01/2023-24 dated 01.04.2023

Issued By:
General Manager
Karnataka Gramin Bank
Canara Bank RRBs CBS Project Office,
19-19/1, III Floor,
Above Canara Bank Regional Office,
Southend Road, Basavanagudi
Bengaluru-560004

**Selection of System Integrator for Managed IT Services for existing SAP-HRMS in
Karnataka Gramin Bank and Kerala Gramin Bank**

Bid Details in Brief

Sl. No.	Description	Details
1.	RFP No. and Date	KaGB/Project Office/RFP/01/2023-24 dated 01.04.2023
2.	Brief Description of the RFP	Selection of System Integrator for Managed IT Services for existing SAP-HRMS in Karnataka Gramin Bank and Kerala Gramin Bank
3.	Bank's Address for Communication and Submission of Tender	General Manager Karnataka Gramin Bank Canara Bank RRBs CBS Project Office, 19-19/1, III Floor, Above Canara Bank Regional Office, South end Road, Basavanagudi, Bengaluru - 560 004
4.	Bank Contact Details	Mr. S N Satheesh Kumar, Manager, KaGB Mob: 79898 66250 Mr. Anand BR, Asst General Manager, KaGB Mob: 9448929985 Tel: 080-26087547 E-mail: apmgroupp@kgbk.in
5.	Date of Issue	01-04-2023
6.	Last Date of Submission of Queries for Pre-Bid Meeting	11-04-2023 till 3:00 PM
7.	Date of Pre-Bid Meeting	12-04-2023 at 3:00 PM
8.	Last Date of Submission of Bids	24-04-2023 at 3:00 PM
9.	Date and time of Opening of Part A- Conformity to Eligibility Criteria.	24-04-2023 at 3:30 PM
10.	Date and time of Opening of Technical Bid	Will be informed to the eligible bidders
11.	Date and time of opening of Commercial Bid	Will be informed to the eligible bidders
12.	Application Fees (Non Refundable)	INR 11,800/- Inclusive of GST @ 18%
13.	Earnest Money Deposit (Refundable)	Rs. 20,00,000/-
14.	Website for RFP	https://karnatakagraminbank.com/ https://keralagbank.com/ https://canarabank.com/

Disclaimer

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

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

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

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

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

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

Abbreviations used in this document

1.	AMC	Annual Maintenance Contract
2.	ATS	Annual Technical Support
3.	BG	Bank Guarantee
4.	BOM	Bill of Material
5.	CBS	Core Banking Solution
6.	CVC	Central Vigilance Commission
7.	DC	Data Centre
8.	DD	Demand Draft
9.	DIT	Department of Information Technology
10.	DRC	Disaster Recovery Centre
11.	FRSM	Functional Requirements Specification Manual
12.	GUI	Graphical User Interface
13.	HO	Head Office
14.	HRMS	Human Resource Management System
15.	HTTP	Hyper Text Transfer Protocol
16.	IT	Information Technology
17.	LAN	Local Area Network
18.	LD	Liquidated Damages
19.	NEFT	National Electronic Funds Transfer
20.	MIS	Management Information System
21.	MSME	Micro Small & Medium Enterprises
22.	MTBF	Mean Time Between Failure
23.	MTTR	Mean Time To Restore
24.	NI Act	Negotiable Instruments Act
25.	OEM	Original Equipment Manufacturer
26.	OS	Operating System
27.	OSD	OEM Services Division
28.	PO	Purchase Order
29.	RDBMS	Relational Database Management System
30.	RFP	Request for Proposal [Interalia the term 'Tender' is also used]
31.	RTGS	Real Time Gross Settlement
32.	SDLC	Software Development Life Cycle
33.	SI	System Integrator
34.	SLA	Service Level Agreement
35.	SPOC	Single Point of Contact
36.	SOW	Scope Of Work
37.	TCO	Total Cost of Ownership
38.	WAN	Wide Area Network
39.	UAT	User Acceptance Testing

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A. Introduction

1. About Banks

Karnataka Gramin Bank (KaGB) with Head Office at Ballari is operating in the state of Karnataka with around 1160 branches/offices and **Kerala Gramin Bank (KGB)** with head office at Malappuram operating in entire state of Kerala, with around 647 branches/offices are sponsored by Canara Bank.

KaGB as the coordinating Bank will be floating this RFP & will co-ordinate for smooth implementation of the project and shall liaise with the vendors, on behalf of KaGB and KGB. However, the vendor will be responsible for both the Banks.

The Bank's Data Center (DC) is in Bengaluru and Disaster Recovery Center (DRC) at Mumbai. The DC and DRC are connected to the branches, regional offices and head offices through Wide Area Network (WAN). The entire network uses a mix of MPLS/Leased Lines/VSAT connectivity through multiple service providers. The Banks have Project Office & Network Operation Centre (NOC) in the project office, Bengaluru to administer and monitor IT infrastructure and operations.

2. Definitions

2.1 'Bank/s' means unless excluded by and repugnant context or the meaning thereof, shall mean 'Karnataka Gramin Bank' & 'Kerala Gramin 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 System Integrator for Managed IT Services for existing SAP-HRMS in Karnataka Gramin Bank and Kerala Gramin Bank.

2.3 'Bidder' means a vendor submitting the proposal in response to RFP.

2.4 'Contract' means the agreement signed by selected bidder and the Banks at the conclusion of bidding process, wherever required.

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

3. About RFP

This Request for Proposal document encompassing Annexure & Appendices and subsequent Addendum & Corrigenda (hereinafter referred to as "RFP" or "Tender") has been prepared solely for the purpose of enabling Karnataka Gramin Bank (KaGB) & Kerala Gramin Bank (KGB) sponsored by Canara

Bank, to solicit proposals from qualified vendors for Procurement of Managed IT services for existing SAP-HRMS in accordance with the specifications, terms and conditions and scope defined in this RFP.

This Request for Proposal (RFP) will require the vendor to provide all relevant information to us in both printed and digital format. Based upon the review and evaluation of proposals offered in response to this RFP, Bank may at its sole discretion negotiate and enter into contract with successful bidder.

Currently Banks are using SAP HRMS Application and the Version details are as mentioned below:

Table1: SAP-HRMS Version Details:

Product	Release	SP Stack	Short Description of Product version
EHP7 FOR SAP ERP 6.0,ECC 6.0	EHP7 FOR SAP ERP 6.0	17 (10/2018)	EHP7 FOR SAP ERP 6.0
SAP ERP	2005	30 (01/2018)	SAP ERP 6.0
CONCEPT GATEWAY	2	11 (08/2015)	SAP GATEWAY 2.0
DUET ENT 1.0 ADAPTER FP	1	02 (08/2011)	DUET ENT 1.0 ADAPTER FP1
SAP NETWEAVER	7.4	20 (08/2018)	SAP NETWEAVER 7.4
SAP HCM RENOVATION	2	06 (05/2016)	HR RENEWAL 2.0
Database-Sybase	16.0.02.06	SP 02 PL 06	Existing Database is Sybase

- The HRMS Portal/R3 is covering all types/categories of employees and pensioners including present and future.
- The Bidder shall provide maintenance support for the above applications & middleware (if any) including its any higher versions of the solution during the period of contract.

The successful bidder has to provide ATS for existing SAP-HRMS Solution, and resources for managed IT services for existing SAP-HRMS.

Notwithstanding any other provision herein, bidder participation in this process is voluntary and at bidders sole discretion. Bank also reserves the right at its sole discretion to select or reject any or all bidder(s) in this process and will not be responsible for any direct or indirect costs incurred by the bidders in this process.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or other arrangement in respect of the services.

4. Objective

The Bank intends to select System Integrator for Managed IT Services for existing SAP-HRMS in Karnataka Gramin Bank and Kerala Gramin Bank as per 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 provide ATS for existing SAP-HRMS & resources for managed IT services for the same, shall hereinafter be referred as "Solution".
- 5.2 Only those bidders who fulfill the eligibility criteria as mentioned in Annexure-1 are eligible to submit response to this RFP.
- 5.3 The bidder is required to provide factually correct responses to the RFP. Adequate justification for the response (including the technical and other requirements) should be provided as part of the response. In case the Bank finds any response to be inadequate, the Bank has the right to ask for additional explanation/justification. In the event of any discrepancy in the response submitted by the bidder, the Bank reserves the right to disqualify/blacklist the bidder and the OEM/OSD.
- 5.4 Bank reserves the right to change or relax the eligibility criteria to ensure inclusivity.
- 5.5 Bank reserves the right to verify/ evaluate the claims made by the bidder independently. Any deliberate misrepresentation will entail rejection of the offer.
- 5.6 The bidder can submit only one bid.

6. Participation Methodology

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

7. Requirement Details

7.1 Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for Selection of System Integrator for Managed IT Services for existing SAP-HRMS in Karnataka Gramin Bank and Kerala Gramin Bank as per the terms & conditions, technical specifications and Scope of Work described elsewhere in this document.

7.2 Resource Experience details is furnished in Annexure-4.

7.3 Tenure of the Contract: The tenure of the contract would be Four (4) years from the date of the issue of purchase order by the Bank. Bidder is required to provide a TCO for 4 years (contract period). Bank can further extend the contract for another two (2) years at its discretion. The rates for the 2 years extension period cannot be more than 20% of the rates quoted by the bidder as per Annexure-3.

8. Scope of Work

The Successful Bidder has to provide ATS for existing SAP-HRMS Solution, and resources for managed IT services for existing SAP-HRMS in Karnataka Gramin Bank and Kerala Gramin Bank. A detailed Scope of Work is attached as an Annexure-2 which bidder has to comply.

9. Additional Customizations:

9.1. Customization efforts required towards Change Request/ Developments/ Enhancements less than or equal to 30 Mandays & Statutory /regulatory /industry wide changes will be a part of Scope of Work of deployed resources (Without any Additional Cost to the Bank).

9.2. Bidders are required to quote for additional 100 manday customization efforts as mentioned in Annexure-3 Commercial Bill of Material. This rate would be constant & fixed during the entire contract period.

9.3. The same rate quoted in Annexure-3 Commercial Bill of Material will be used for additional customizations as and when required for the tenure of the contract.

9.4. The Bank may procure additional customizations beyond 100 mandays if required on prorata basis.

9.5. Additional Customization efforts will be considered for TCO calculation purposes & for arriving the lowest bidder (L1) only during commercial bid evaluation phase.

9.6. Where ever the customization efforts are more than 30 Mandays, Bank may order for additional customizations and pay the charges towards additional customizations based on per manday cost.

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

B. Bid Process

10. Clarifications to RFP and Pre-Bid Queries

- 10.1 The bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases should seek clarification in writing in the same serial order as that of the RFP by mentioning the relevant page number and clause number of the RFP as per format provided under Appendix-F.
- 10.2 All communications regarding points requiring clarifications and any doubts shall be given in writing to the General Manager, Karnataka Gramin Bank, Canara Bank RRBs CBS Project Office, 19-19/1, IIIrd Floor, Above Canara Bank Regional Office, South end Road, Basavanagudi, Bengaluru – 560004 or an email can be sent to apmgroup@kgbk.in by the intending bidders before 03:00 PM on 11.04.2023.
- 10.3 No queries will be entertained from the bidders after the above date and time.
- 10.4 No oral or individual consultation will be entertained.

11. Pre-Bid Meeting

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

Table 2: Pre-Bid Meeting Details

Date	Day	Time	Venue
12.04.2023	Wednesday	3.00 PM	Karnataka Gramin Bank Canara Bank RRBs CBS Project Office, 19-19/1, III Floor, Above Canara Bank Regional Office, South end Road, Basavanagudi, Bengaluru - 560 004.

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

- 11.3. Bank will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the bidders in the meeting.
- 11.4. The Bank will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's websites <https://karnatakagraminbank.com>, <https://keralagbank.com> & <https://canarabank.com> and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification /amendments / corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.
- 11.5. Non-reply to any of the queries raised by the vendors during pre-bid meeting shall not be considered as acceptance of the query/issue by the Bank.

12. Amendment to Bidding Document

- 12.1. At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by amendment.
- 12.2. Notification of amendments will be made available on the Bank's websites <https://karnatakagraminbank.com>, <https://keralagbank.com> & <https://canarabank.com> and will be binding on all bidders and no separate communication will be issued in this regard.
- 12.3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for submission of Bids.

13. Bid System Offer

The bids shall be submitted with the following documents in the same sequence without which the tender will be summarily rejected. All the pages in the respective bids should be serially numbered and signed by the authorized person.

Both the eligibility & technical bids should be submitted in "Hard copy" physically and "Soft Copy" in pen drive. Commercial Bids should be submitted in Hard Copy only.

- 13.1 Part – A Conformity to Eligibility Criteria:** Indicating their compliance to eligibility criteria. The format for submission of conformity to eligibility criteria is as per Appendix – A.
- 13.2 Part – B Technical Proposal:** Indicating the response to the technical specification of the proposed solution in Karnataka Gramin Bank. The format for submission of technical proposal is as per Appendix – B.
- 13.3 Part – C Commercial Bid:** Furnishing all relevant information as required as per Commercial Bill of Material is as per Annexure-3. The format for submission of Commercial Bid is as per Appendix-C.

14. Preparation of Bids

- 14.1** The bid shall be typed or written in English language with font size of 12 in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the Contract. The person or persons signing the bids shall affix signature in all pages of the bids, except for un-amended printed literature.
- a) 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 System Integrator for Managed IT Services for existing SAP-HRMS in Karnataka Gramin Bank and Kerala Gramin Bank, in response to RFP ref: KaGB/Project Office/RFP/01/2023-24 dated 01.04.2023 (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 Gramin Bank, Canara Bank RRBs CBS Project Office, 19-19/1, IIIrd Floor, Above Canara Bank Regional Office, South end Road, Basavanagudi, Bengaluru – 560004.
 - b) 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.
 - c) All the envelopes shall bear the name and complete postal address of the bidder and authority to whom the bid is submitted.

14.2 Part – A Conformity to Eligibility Criteria

- a) Before submitting the bid, the bidders should ensure that they confirm to the eligibility criteria as stated in Annexure-1 of RFP. Only after satisfying themselves of the eligibility, the offer should be submitted.
- b) The Conformity to Eligibility Criteria as per Annexure-1 among others must contain Demand Draft towards the Application Money, Bid Security/Declaration as per Appendix-D / Appendix- G of this document. The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for, as per Appendix-A.
- c) The Placement of Application Money, Bid Security /Declaration other than Part A-Conformity to Eligibility Criteria will make the bid liable for rejection.
- d) 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 to RFP ref: KaGB/Project Office/RFP/01/2023-24 dated 01.04.2023 for Selection of System

Integrator for Managed IT Services for existing SAP-HRMS in
Karnataka Gramin Bank and Kerala Gramin Bank”.

14.3 Part – B Technical Proposal:

- a) Technical Proposal should be submitted as per the format in Appendix-B. Relevant technical details and documentation should be provided along with Technical Proposal.
- b) It is mandatory to provide the experience details of the resources required by the Bank as per Annexure-4 of this tender.
- c) 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.
- d) The Bank shall not allow/ permit changes in the technical specifications once it is submitted.
- e) The Technical Proposal should be complete in all respects and contain all information sought for, as per Appendix-B. Masked Commercial Bill of Material as per Annexure-3 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 Commercial Bill of Materials will be liable for rejection.
- f) Masked Commercial Bill of Material which is not as per below instruction will make Bid liable for rejection:
 - i. Should be replica of Bill of Material except that it should not contain any price information (with Prices masked).
 - ii. It should not provide any price information like, unit price, tax percentage, tax amount, AMC/ ATS charges, Implementation Charges etc.
- g) 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 to RFP ref: KaGB/Project Office/RFP/01/2023-24 dated 01.04.2023 for Selection of System Integrator for Managed IT Services for existing SAP-HRMS in Karnataka Gramin Bank and Kerala Gramin Bank”.

14.4 Part – C Commercial Bid

- a) Commercial Bid should be submitted as per the instruction in Appendix- C.
- b) 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-3. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.
- c) Under no circumstances the final Commercial 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. However, the masked Commercial Bill of Material should be necessarily placed in Part B (i.e. Technical Proposal) Cover.

- d) The Masked Commercial Bill of Material must be attached in Technical Proposal and Un-Masked Bill of Material in 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.
- e) 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.
- f) In the event the Bidder has quoted “Nil” or “0” or “Blank” for any mandatory or optional line item in the Bidder’s commercial bid, with respect to any costs, the same will be deemed to be provided by the Bidder at no cost to the Bank, and the Bank will not pay any charges later for such items for the period of the contract.
- g) 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.
- h) The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank.
- i) If any of the deliverable product, mainly, Hardware, Software, Service/Support etc. has GST and other applicable taxes, it be called out clearly.

After ensuring the above, it shall be placed inside a separate Envelope and sealed & superscribed on the top of the cover as "PART C –Commercial Bid to RFP ref: KaGB/Project Office/RFP/01/2023-24 dated 01.04.2023 for Selection of System Integrator for Managed IT Services for existing SAP-HRMS in Karnataka Gramin Bank and Kerala Gramin Bank.

15. Application Money:

15.1 This document can be downloaded from Bank's websites <https://karnatakagraminbank.com>, <https://keralagbank.com> & <https://canarabank.com>. In that event, the bidders should pay the Application Fee of Rs. 11,800/- inclusive of GST at 18% (non-refundable) for tender document by means of DD drawn on any scheduled Commercial Bank in favor of Karnataka Gramin Bank, payable at Bengaluru, Karnataka and submit the same along with Part A-Conformity to Eligibility Criteria.

15.2 Submission of the Application Money in other than "Part-A-Conformity to the Eligibility Criteria" is liable to be rejected on grounds of non-payment of the Application Money.

15.3 The bidder shall bear all costs associated with the preparation and submission of the Bid and Banks will not be responsible for the costs, regardless of the conduct or outcome of the bidding process. The Bank is not liable for any cost incurred by the Bidder in replying to this RFP. It is also clarified that no

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

16. Make and Models:

It is mandatory to provide make & model of all the items and their subcomponents as has been sought in the Technical specifications. 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 or impending end of sale in 1 year from the date of submission of bid.

17. Bid Security/Declaration:

17.1 Bidders are required to submit an Earnest Money Deposit as specified in the RFP by way of Demand Draft/Bank Guarantee in lieu of EMD (Appendix D – Proforma for Bank Guarantee in lieu of DD Format) drawn at Bengaluru, payable to “Karnataka Gramin Bank” along with Eligibility Bid. The Bank Guarantee should be of a Scheduled Commercial Bank other than Karnataka Gramin Bank and Kerala gramin Bank.

17.2 The Bank Guarantee in lieu of EMD should be valid for six months from date of bid opening. This should be issued by a Scheduled Commercial Bank. This must be extended in case requested by the Bank.

17.3 Offers made without the Earnest Money Deposit will be rejected.

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

17.4.1 In case the Bidder withdraws the bid prior to validity period of the bid for any reason whatsoever;

17.4.2 In case the successful bidder fails to accept and sign the contract as specified in this document for any reason whatsoever; or

17.4.3 In case the successful bidder fails to provide the performance guarantee within 15 days from the date of acceptance of the purchase order by the selected bidder.

17.5 The amount of Earnest Money Deposit will be returned to the unsuccessful Bidders only after receiving acceptance of the “Purchase Order” by the successful bidder.

17.6 The Bidders, who seek exemption from submission of EMD under MSE category, necessarily have to submit Bid Security Declaration as per Appendix-G.

18. Documentation

Technical information in the form of Brochures / Manuals / Pen Drive 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 and Currency

The Offer must be made in Indian Rupees only as per Commercial Bill of Material (Annexure-3).

20. Erasure 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 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 later 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 each of the envelope containing bid.

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

Table 3: Submission of bid dates and details

Last Date of submission of Bid	Day	Time	Venue
24.04.2023	Monday	03:00 PM	Karnataka Gramin Bank Canara Bank RRBs CBS Project Office, 19-19/1, III Floor, Above Canara Bank Regional Office, South end Road, Basavanagudi, Bengaluru - 560 004.

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

22.4 Bids sent through post/courier/email or any other mode (other than Bid Submission in Tender Box) will not be accepted/ evaluated. Bids should be deposited in the tender box.

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

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

Table 4: Details of Officials

First Official	Alternate Official
S N Satheesh Kumar, Manager.	B R Anand, Asst. General Manager.

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

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.

Table 5: Bid Opening details

Last Date of submission of Bid	Day	Time	Venue
24.04.2023	Monday	03:30 PM	Karnataka Gramin Bank, Canara Bank RRBs CBS Project Office, 19-19/1, III Floor, Above Canara Bank Regional Office, South end Road, Basavanagudi, Bengaluru - 560 004

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 03:00 PM on the next working day and bids will be opened at 03:30 PM at the same venue on the same day.

- 23.4** The following details will be announced at the time of bid opening.
- i. Name of the Bidders.
 - ii. Presence or absence of Application Money and Bid security/Declaration.
 - iii. 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.
- 23.7.1** Post the technical evaluation the shortlisted bidders would be intimated of the date on which Bank would conduct commercial bid opening.
- 23.7.2** Under no circumstances the commercial bid documents should be kept in eligibility/ technical bid covers. The placement of commercial bid in eligibility bid or technical bid covers will make the bid liable for rejection.
- 23.7.3** Response to the commercial bid shall include cost of all the items supplied through this RFP. It is the responsibility of the bidder to provide all the items which may or may not have been mentioned in the bid to ensure commissioning and functioning of the ordered items within the final agreed price between the selected bidder and Bank.
- 23.7.4** The price schedule shall be submitted in commercial bid only. In a nutshell, the commercial bid details will need to be provided for all requirements of the Bank to arrive at TCO (Total Cost of ownership) of the solution.
- 23.7.5** The total cost to be specified by the bidder must cover separately the following as detailed in Annexure 3 – Commercial Bill of Materials.
- 23.7.6** Any deviation from the Bill of Material/ non submission of prices as per the format shall make the bid liable for rejection.
- 23.7.7** 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. BoM that is incomplete or conditional is liable to be rejected.
- 23.7.8** The bidder should indicate the individual taxes and its applicable rate along with estimated tax amount to be paid by the Bank.

24. Penalties/Liquidated Damages:

24.1 Penalties/Liquidated damages for not maintaining Uptime during the contract period:

In case of any break down/ malfunctioning of portal/R3 issues of HRMS

Application due to patch download/upload or for any reason for more than 4 Hours (Including Response Time & Resolution time) on Bank's Working days, penalty will be imposed at 1 % of ATS Amount payable per quarter for each hour or part thereof beyond 4 Hours.

24.2 Penalties/Liquidated damages for absence of resources:

Incase of non-replacement of resource within Two Weeks after the release of existing resource, a penalty of Rs. 3000/- per day will be charged till the new & suitable resource is provided. The waiver can only be permitted by Bank in befitting situations as per discretion of the Bank.

24.3 The maximum penalties on account of all the above instances for each year will be 10 % of the yearly total project cost.

C. Selection of Bidder

25. Preliminary Scrutiny

25.1 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.

25.2 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.

26. Clarification of Offers

26.1 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 must 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.

26.2 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.

27. Normalization of Bids

27.1. 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 resubmissions can be requested by the Bank in the following manner.

- i. Incremental bid submission in part of the requested clarification by the Bank; or
- ii. Revised submissions of the entire bid in the whole.

27.2. 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. Intimation of 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 /Email. Commercial bids of only technical qualified bidders shall be opened. Final list of the bidders (L1, L2, L3 etc) will be announced as indicated above. No separate intimation will be sent to successful bidder.

29. 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:

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

29.2. 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.

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

29.4. 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.

29.5. 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.

29.6. If the bidder does not accept the correction of errors, the bid will be rejected.

30. 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.

31. Project Ownership

31.1 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 to Selection of System Integrator for Managed IT Services for existing SAP-HRMS in Karnataka Gramin Bank and Kerala Gramin Bank.

31.2 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.

32. Acceptance of Offer

32.1 The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.

32.2 The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.

32.3 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.

32.4 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.

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. Award of Contract

34.1 The Bidder who is L1 will be referred to as the selected bidder and Bank will notify the name of the selected bidder by display in the Notice Board / Website of the Bank/Email.

34.2 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.

34.3 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 selected bidder.

34.4 Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.

35. Micro & Small Enterprises (MSE's)

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

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

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

35.4. The Bidders, who seek exemption from submission of EMD under MSE category, necessarily have to submit Bid Security Declaration as per Appendix-G.

D. Terms and Stipulations

36. Effective Date

The effective date shall be date of acceptance of the order by the selected bidder. However, the bidder shall submit the acceptance of the order within seven days from the date of receipt of order.

37. Project Execution

The Bank and the selected bidder shall nominate a Project Manager each immediately on acceptance of the order, who shall be the single point of contact for the project at Bengaluru. However, for escalation purpose, details of other persons shall also be given. The project manager nominated by the selected bidder should have prior experience in executing similar project. Project Kick-Off meeting should happen within 7 days from the date of acceptance of purchase order. The selected bidder shall submit a weekly progress report to the Bank on the progress of the project, which will be made available to the selected bidder.

38. Security Deposit / Performance Bank Guarantee

- 38.1** The successful bidder should submit a Security Deposit / Performance Guarantee for 3% or as per the prevailing percentage advised by regulatory authorities as on date of issuance of Purchase Order on total value of the contract Exclusive of Taxes within 15 days from the date of acceptance of the Order.
- 38.2** If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above, penalty at 0.50% for each completed calendar week of delay or part thereof on the total cost of the order will be deducted for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 5% of the total order value.
- 38.3** Security Deposit should be submitted by way of DD drawn on Karnataka Gramin Bank payable at Bengaluru / Bank Guarantee may be obtained from any of the Scheduled Banks (other than Karnataka Gramin Bank & Kerala Gramin Bank). However, it should be as per the Appendix-E.
- 38.4** Security Deposit/Performance Bank Guarantee should be valid for 4 years from the date of acceptance of the purchase order. The guarantee should also contain a claim period of three months from the last date of validity.
- 38.5** The selected bidder shall be responsible for extending the validity date and claim period of the Bank Guarantees as and when it is due, on account of incompleteness of the project and ATS period.
- 38.6** The security deposit/ bank guarantee will be returned to the selected bidder on completion of claim period.
- 38.7** The Bank shall invoke the Bank Guarantee before the expiry of validity, if

Scope of 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.

39. Execution of Agreement

39.1 Within 21 days from the date of acceptance of the Order, the selected bidder shall sign a stamped "Agreement" with the Banks at Bengaluru as per the format to be provided by the Bank.

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. Pricing and Payments

40.1 The price offered to the Bank must be in Indian Rupees and inclusive of duties/insurance/freight/charges of road permit but exclusive of all taxes SGST/CGST/GST, etc. The Vendor has to quote the applicable taxes separately.

40.2 The item value along with GST should be claimed in the invoice and GST will be paid in actuals at our end. Octroi / Entry Tax, if applicable, will also be paid / reimbursed at our end centrally on production of original payment receipt from the respective location where the items were delivered.

40.3 No escalation in price quoted is permitted for any reason whatsoever.

40.4 Applicable Taxes will be paid at actuals.

41. Payment Terms:

Payment Terms are as follows:

41.1 Bank will not pay any amount in advance.

41.2 Payment shall be released within 30 days of submission of undisputed invoices and relevant documents as per RFP terms.

41.3 Resource Cost will be released quarterly in arrears.

41.4 If the resource has worked for all the working days in the month, one month payment will be paid. If resource worked for less than actual number of working days in the month, then payments for such number of days will be deducted from the monthly payment amount by arriving at per day cost for the month by dividing per month cost by the number of days in that month. The actual number of working days in a month will be considered by excluding Banks Weekly off holidays + Common Public holidays of both the Banks.

41.5 ATS cost will be released quarterly in arrears.

41.6 Payment terms for additional customizations will be discussed and finalized mutually at the time of procurement.

41.7 The payments will be released through NEFT / RTGS after deducting the applicable Liquidated Damages/Penalty, TDS if any, and the Selected Bidder has to provide necessary Bank Details like Account No., Account Name, Bank's Name with Branch, IFSC Code etc.

42. 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.

43. Order Cancellation / Termination of Contract

43.1 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:

- a) Delay in deployment of resources beyond the specified period.
- b) Serious discrepancies noted in the services delivered.
- c) Breaches in the terms and conditions of the Order.

43.2 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:

- a) Non submission of acceptance of order within 7 days of order.
- b) Excessive delay in execution of order placed by the Bank.
- c) The selected bidder commits a breach of any of the terms and conditions of the bid.
- d) The selected bidder goes into liquidation voluntarily or otherwise.
- e) An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
- f) The progress made by the selected bidder is found to be unsatisfactory.
- g) If deductions on account of liquidated damages exceeds more than 10% of the total contract price.

43.3 Bank shall serve the notice of termination to the selected bidder at least 30 days prior, of its intention to terminate services during contract period.

43.4 In case the selected bidder fails to deploy the resources within the stipulated time as per the terms & conditions of RFP, the Bank reserves the right to engage resources from alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days prior notice to the selected bidder.

43.5 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 and at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.

43.6 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.

43.7 In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee given by the selected bidder towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

44. Scope Involved During ATS Period:

During the Warranty and ATS period, the selected bidder should extend the On-Site Service Support. The scope of ATS period shall include

- i. Rectification of Bugs/defects if any.
- ii. Preventive Maintenance quarterly.
- iii. Applying patches/updates

E. General Conditions

45. Intellectual Property Rights

45.1 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.

45.2 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.

45.3 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.

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

46. Roles and Responsibilities during Contract Period

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

46.2 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-contractors.

46.3 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.

47. Indemnity

47.1 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:

- a) The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder.

- b) Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;

47.2 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.

- a) All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
- b) 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.
- c) 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 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.

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

48. Inspection of Records

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

49. Assignment

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

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

50. 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.

51. Confidentiality and Non- Disclosure

51.1 The bidder shall take all necessary precautions to ensure that all confidential

information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking as given in Annexure-13.

51.2 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.

52. Amendments on the Purchase Order

52.1 Once purchase order is accepted by the selected 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.

52.2 Bank reserves the right to alter the quantities specified in the tender and to delete/substitute items/add from the ones specified in the tender at any point of time before the release of the purchase order.

53. Amendments on the Agreements

Once the contract agreement is executed with the selected 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.

54. 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.

Purchase order shall be issued by Karnataka Gramin Bank (KaGB) as a coordinating bank. The selected bidder shall raise invoices either on Karnataka Gramin Bank (KaGB) or Kerala Gramin Bank (KGB) or on both the banks at the ratios indicated by coordinating bank at the time of issuing purchase order or at the time of raising the invoices.

55. 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.

56. Responsibility for Completeness

56.1 The selected bidder shall ensure that the Solution provided meets all the technical and functional requirements as envisaged in the scope of the RFP.

56.2 The selected bidder is liable for penalties levied by the Banks for any deviation in this regard. The bidder shall provide for all drivers/software required to install, customize, and test the system without any further charge, expense, and cost to Bank.

56.3 The selected 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 selected 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.

57. Responsibility of the Bidder

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

57.1 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.

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

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

57.4 Each bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with the Bank. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.

57.5 The selected 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 selected bidder represents that all software, hardware and services to be supplied in response to this RFP shall meet the requirement of the solution proposed by the selected bidder. The selected 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 selected 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.

58. Force Majeure

- 58.1** The selected 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 selected bidder, i.e., Force Majeure.
- 58.2** For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the selected bidder, due to or as a result of or caused by acts of God, wars, pandemic, insurrections, riots, earthquake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the selected bidder, resulting in such a situation.
- 58.3** In the event of any such intervening Force Majeure, the selected 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 selected 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.
- 58.4** 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 Banks and the selected 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 selected bidder.

59. Corrupt and Fraudulent Practices

- 59.1** 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.
- 59.2** "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;

- 59.3** "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.
- 59.4** 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.
- 59.5** 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.
- 59.6** 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.
- 59.7** 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.
- 59.8** The bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor as a part of this RFP.

60. Adoption of Integrity Pact:

- 60.1** 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 practice in any aspect/stage of the contract.
- 60.2** Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- 60.3** The bidders shall submit signed pre contract integrity pact as per Appendix-H along with Part-A Conformity to Eligible criteria. Those Bids which are not containing the above are liable for rejection.
- 60.4** Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary, Bidders to disclose any transgression with any other company that may impinge on the anti corruption principle.

60.5 Integrity Pact in respect 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.

60.6 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 i.e., the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.

60.7 Integrity Pact in respect of a particular contract would be operative stage of invitation of 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.

60.8 Integrity Pact shall be signed by the person who is authorized to signed to Bid.

60.9 The Name and Contact Details of the Independent External Monitor (IEM) nominated by the Bank are as under:

Sri. Rakesh Jain, IA & AS (Retd) Email: rakeshjain18@hotmail.com	Sri. D R S Chaudhary, IAS (Retd) Email: dilip.chaudhary@gmail.com
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61. Resolution of Disputes

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

62. 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.

63. Responsibilities of the Selected Bidder

63.1 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.

63.2 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.

63.3 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.

64. Human Resource Requirement

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

64.1 The selected 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.

64.2 The selected 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 selected 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.

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

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

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

64.6 The selected Bidder shall extend all the outsourced banking and financial services by deploying such personnel 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 1948.

65. Legal Disputes and Jurisdiction of the court

- 65.1** 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.
- 65.2** All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts in Bengaluru and the parties agree to submit themselves to the jurisdiction of such court as this RFP/contract agreement shall be governed by the laws of India.

General Manager

Annexure-1
Eligibility Criteria

Date: DD/MM/YY

To
General Manager,
Karnataka Gramin Bank,
Canara Bank RRBs CBS Project Office, 19-19/1,
III Floor, Above Canara Bank Regional Office, South end Road,
Basavanagudi, Bengaluru -560 004.

Dear Sir,

SUB: RFP for Selection of System Integrator for Managed IT Services for existing SAP-HRMS in Karnataka Gramin Bank and Kerala Gramin Bank.

Ref: Your RFP KaGB: Project Office: RFP/01/2023-24 dated 01.04.2023.

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

Table 6: Eligibility Criteria

Sl. No	Eligibility Criteria	Document Support	Compliance (Yes/No)
1.	The Bidder should be an Indian Company/Organization registered under Indian Companies act 2013 or Indian Companies Act 1956.	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.	
2.	The bidder should be in existence for 3 Years as on 31.03.2023. (In case of mergers/acquisitions/restructuring or name change, the date of establishment of earlier/original firm would be taken into consideration.)	Certificate of Incorporation, Certification of Commencement of business. Reference of Act/Notification/Registration Certificate.	

**Selection of System Integrator for Managed IT Services for existing SAP-HRMS in
Karnataka Gramin Bank and Kerala Gramin Bank**

3.	The Bidder organization should have a minimum turnover of INR One Hundred (100) Crores per annum during the last three financial years (2019-20, 2020-21, 2021- 22).	i.) Copy of the Audited balance sheets for FY 2019-20, 2020-21, and 2021-22. ii.) A certificate from chartered accountant to this effect with Unique Document Identification Number (UDIN).	
4.	The Bidder Company should have an experience in Implementation of SAP HRMS in any of the BFSI/PSU/Govt Sector/IT/ITES Organizations in India during the period commencing from 01.04.2018 to till date of bid submission.	i.) Copy of the Purchase Order & ii.) Certificate of Completion of the Work/final sign off report from the client organization/s.	
5.	The Bidder Company should have an experience in Maintenance of SAP HRMS & currently running in any of the BFSI/PSU/Govt Sector/IT/ITES Organizations in India having minimum of 10,000 employees during the period commencing from 01.04.2020 to till date of bid submission.	i) .Copy of the Purchase Order & ii).A suitable reference letter from the client organization mentioning the total number of employees in their organization.	
6.	The Bidder should be authorized service provider of SAP and should support during the contract period.	Suitable letter from SAP confirming the authorized Service Provider as per MAF Anneure-17.	
7.	The bidder's organization should have positive net worth in any of the last three financial years 2019-20, 2020-21, 2021-22.	A certificate from chartered accountant to this effect with Unique Document Identification Number (UDIN).	
8.	The Bidder should have a local presence of support centre at Bengaluru.	Bidder should specifically confirm on their letter head in this regard.	
9.	Neither the Bidder nor their promoters/Directors should be defaulter to / debarred / backlisted by any financial institution / regulatory authorities. There should be no reports or investigations commenced or pending against	Bidder has to submit duly filled self- declaration document in their letter head signed by authorized signatory.	

	the Bidder by any Government Institution or PSU or Public Sector Bank for any malpractice, fraud, poor service, etc.		
10.	<p>The Bidder should not be from a country which shares a land border with India unless the bidder is registered with the Competent Authority (as detailed in Office Memorandum – F.No.6/18/2019-PPD of Department of Expenditure, MoF : Insertion of rule 144(xi) in the GFRs ,2017 dated 23.07.2020). Bidder from a country which share a land border with India means:</p> <ol style="list-style-type: none"> 1. An entity incorporated, established or registered in such a country; or 2. A subsidiary of an entity incorporated, established or registered in such a country; or 3. An entity substantially controlled through entities incorporated, established or registered in such a country; or 4. An entity whose beneficial owner is situated in such a country; or 5. An Indian (or other) agent of such an entity; or 6. A natural person who is a citizen of such a country; or 7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. 	A declaration in letterhead of the firm /company as per Annexure - 19 is 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.

Signature with seal
Name :
Designation

NOTE:

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

Annexure-2
Scope of Work

SUB: RFP for Selection of System Integrator for Managed IT Services for existing SAP-HRMS in Karnataka Gramin Bank and Kerala Gramin Bank.

Ref: Your RFP KaGB: Project Office: RFP/01/2023-24 dated 01.04.2023.

The selected bidder shall support the product or specified hardware/software during the period of contract as specified in this RFP.

Scope of Work:

- The selected Bidder has to provide Annual Technical Support (ATS) during the contract period for all the Application Software mentioned in Annexure-8.
- The selected bidder shall be responsible for managing 4 system landscapes such as Development, Quality, Sandbox (Pre-production) and production.
- The selected bidder has to configure and customize the SAP-HRMS Solution.
- A Coordinator from vendor's side should be identified from the deployed resources who would be single point of contact for the Bank.
- The selected bidder's resources to be engaged for the project should be based in Bengaluru.
- Bidder shall provide and implement patches/ updates for software / middleware, etc. as and when released by the OEM or as per requirements of the Bank. Bidder should bring to notice of the Bank all releases/ version changes.
- The selected bidder shall be responsible for managing integration of SAP servers with mail server (Microsoft office 365) and SMS server. Also, the bidder has to manage the existing system of posting of financial transaction pertaining to employees in CBS.
- The selected bidder should provide documentation for any new development/customization carried out and impart knowledge to the Bank team about the development/customization carried out.
- The selected bidder would ensure uptime of the existing SAP-HRMS Solution through maintenance and applying patches/updates released from time to time.
- The selected bidder is responsible for Data Centre (DC)-Disaster Recovery Centre (DRC) daily log shipping and ensuring conducting of DR drill as and when decided by the Bank team.
- The selected bidder is responsible for optimizing the transaction log size between DC-DRC.
- The selected bidder should comply with Bank's IT Security Policy issued from time to time.
- The selected bidder should provide robust support/maintenance to all existing HR modules such as Payroll, Leave, Claims and Reimbursements, Travel, Pension etc.

The list of modules which are in use and for which the bidder's support/maintenance is required is mentioned in Annexure-7.

- The selected bidder shall correct errors and bugs in the Standard software/customization and fine tune the existing services & performance without any additional cost.
- Selected bidder to implement all applicable regulatory changes in the system without any additional cost.
- Software developed/customized should follow a standard development process to ensure that it meets functional, security, performance & regulatory requirements of the Bank.
- Selected bidder will have to take over all the activities of developments, maintenance, administration etc. from existing vendor/Bank. Bidder has to ensure that all knowledge/documentation/codes have been transferred and bidder is in position to start work seamlessly. There should be no black-out period in between taking over the charge of running project.
- The bidder shall be responsible for coordinating with SAP and raising OSS message for any core technical issues and ensuring resolving of the same.
- The bidder shall be responsible for all Licenses and Software Management of SAP HRMS, Sybase Database.
- All System / Database / Application / Infrastructure related activities within HRMS set-up shall be attended by the on-site resources deployed by the bidder at the Bank's premises.
- The bidder shall perform configuration and installation / re-installation if required on existing / new hardware without any cost in consultation with the Bank.
- The bidder shall integrate/Maintain the HRMS with C-SOC (Cyber Security Operation Centre) and exchange the audit logs in the required format and frequency.
- The bidder is required to manage and maintain the Archival & Purging procedures for entire period of contract and perform the Archival & Purging as per the periodicity decided by the Bank.
- Customization efforts required towards Change Request/ Developments/ Enhancements less than or equal to 30 Mandays & Statutory/regulatory/industry wide changes will be a part of Scope of Work of deployed resources (Without any Additional Cost to the Bank).
- The bidder should Attend/Assist in fixing & closing the IS Audit/ VAPT observations / RBI Audit/ISO Audit / CISO observations etc.
- The Basis/Infrastructure person should monitor the following activities :
 - ✓ Daily Scheduled batch Jobs.
 - ✓ Daily System dumps if any.
 - ✓ Monitoring/Ensuring of Transaction log shipping from DC-DRC.

- ✓ Health of DC/DR servers in terms of RAM, Storage etc.
- ✓ Moving of Transports across various landscape.
- ✓ Monitoring of scheduled emails / SMSs.
- ✓ Ensuring there is no interruptions to Business, In case of Network failure, proof should be produced that it is attributable to the network.
- ✓ Ensuring Backups of the system on daily basis.
- ✓ Any other Activity related to HRMS servers/Systems.

Date:

Signature with seal:

Name :

Designation:

Annexure – 3
Commercial Bill of Material

SUB: RFP for Selection of System Integrator for Managed IT Services for existing SAP-HRMS in Karnataka Gramin Bank and Kerala Gramin Bank.

Ref: Your RFP KaGB: Project Office: RFP/01/2023-24 dated 01.04.2023.

Note:

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.

Table7: Commercial Bill of Material

(Amount in INR)

Sr No	Description	Total Charges				Total Cost for 4 Years Excl of GST
		Year 1	Year2	Year 3	Year 4	
A. ATS for SAP HRMS Software						
1	ATS for SAP HRMS SW as mentioned in Annexure-8					
Sub Total (A)						
B. Resource Cost						
2	Senior HCM (Functional) Consultant					
3	Junior HCM (Functional) Consultant					
4	Senior ABAP Consultant					
5	Junior ABAP Consultant					
6	Basis Consultant					
7	System Administrator					
8	Any Other (Please Specify)					
Sub Total (B)						
C. Additional Customization Efforts						
9	Cost for 100 Mandays Efforts for customizations					
Sub Total (C)						
Total Cost of Ownership Excl of Taxes D= (A+B+C)						
GST % (E)						
GST Amount (F)						
Total Cost of Ownership Incl of Taxes G= (D+F)						

Rupees _____ only.

Undertaking:

- 1) All other taxes will be paid at actuals. GST is considered only to arrive L1 Bidder.
- 2) Bill of Material is submitted on the letter-head and is signed by an Authorized Signatory with Name and Seal of the Company.
- 3) We confirm that we have gone through RFP clauses, subsequent amendments and replies to pre-bid queries (if any) and abide by the same.
- 4) We have not changed the structure of the format nor added any extra items. We note that any such alteration will lead to rejection of the bid.
- 5) 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.
- 6) We are agreeable to the payment schedule as per “payment terms” of the RFP.

Date:

Signature with seal:

Name :

Designation:

Annexure-4
Resource Experience Details

The following resources are to be provided & the minimum experience of the proposed resources are as under:

Table 8: Resource Experience Details:

Sr No	Description	No of Resources	Minimum Experience	SAP Certification	Remarks
1	Senior HCM (Functional) Consultant	1	5 Years	Required.	The resources should be well aware of Implementation and Support of the SAP Modules such as Payroll, Time Management, Organization Assignment, Personnel Administration etc.
	Junior HCM (Functional) Consultant	1	2 Years	Preferable	
2	Senior ABAP Consultant	1	5 Years	Required.	The Resources should be well aware of Implementation and Support of SAP modules on Standard SAP application, Smart Forms, Web Dynpro etc.
	Junior ABAP Consultant	1	2 Years	Preferable	
3	Basis Consultant	1	5 Years	Required	Resource should be capable enough to perform the SAP Basis activities (Application support).
4	System Administrator	1	2 Years	NA	NA

If the posted resources are not able to resolve any issue, then the bidder will be responsible to arrange offsite resource to resolve the issue with out any additional cost to the Bank.

The resources are required to be seated in Bank's Premises at Bengaluru, and should follow holiday calendar common to both Karnataka Gramin Bank & Kerala Gramin Banks during the term of the HRMS Agreement. For Example even if any one of the Bank is working resource should be present to provide the service. The resources would be required to work from 10 AM to 6 PM.

Only qualified and well experienced resources shall be provided to the Bank. The qualification and experience/profile of support resources shall be in accordance with the requirement said above.

Note: The Bank at their discretion may increase or decrease the number of technical personnel depending on need basis. The Bank will pay the actual cost of Resources based on the number of resources deployed by the SI. Incase Bank engages any additional resource, SI shall be paid at the cost quoted by them as applicable for the type of functionality of resource.

Date:

Signature with seal:

Name :

Designation:

Annexure - 5
Conformity Letter

To,

Date: DD/MM/YY

General Manager

Karnataka Gramin Bank

Canara RRBs CBS Project Office, 19-19/1,

IIIrd Floor, Above Canara Bank Regional Office, Southend Road, Basavanagudi,

Bengaluru - 560 004

Dear Sir,

SUB: RFP for Selection of System Integrator for Managed IT Services for existing SAP-HRMS in Karnataka Gramin Bank and Kerala Gramin Bank.

Ref: Your RFP KaGB: Project Office: RFP/01/2023-24 dated 01.04.2023.

Further to our proposal dated _____, in response to the Request for Proposal (Bank's tender No. 01/2023-24 hereinafter referred to as "**RFP**") issued by Bank, we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions/stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, provided however that only the list of comments and deviations furnished by us in Annexure -14 Compliance Statement of the main RFP document which are expressly accepted by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

We also hereby confirm that our prices as specified in the Annexure - 3 Commercial Bill of Materials and adhere to the Payment terms specified in the RFP.

Yours faithfully,

Authorized Signatory

Designation

Bidder's corporate name

Annexure - 6
Checklist

SUB: RFP for Selection of System Integrator for Managed IT Services for existing SAP-HRMS in Karnataka Gramin Bank and Kerala Gramin Bank.

Ref: Your RFP KaGB: Project Office: RFP/01/2023-24 dated 01.04.2023.

Table 9: Checklist

Sl. No.	Particulars	Vendor Response [Yes/No]
a.	Whether Cost of the Tender document (Demand Draft payable at Bengaluru) is submitted along with the Part A-Conformity to Eligibility Criteria?	
b.	Whether Bid Security/Declaration & Integrity Pact are 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 authenticated Certification / Undertaking is authenticated?	
e.	Whether Escalation Matrix, Preventive and Break down / Corrective Maintenance is provided?	
f.	Whether address of Office on which order has to be placed is indicated in Annexure-10	
g.	Whether ensured that, the Hardware /Software and other Items quoted are not End of Sale for next one Year?	
h.	Whether ensured that, the separately sealed envelopes containing Part A-Conformity to Eligibility Criteria, Part B-Technical Proposal and Part-C Commercial Bid in Bank/s 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 numbers?	
j.	Whether replica of Price Bid (<u>Masked Commercial Bill of Material</u>) 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.

Date:

Signature with seal:

Name :

Designation:

Annexure-7
List of Modules/Services already available in the existing SAP-HRMS

The following are the list of illustrative modules/services already available in the existing SAP-HRMS:

- Leave Application/Cancellation of various leave types including Joining Time.
- Attendance Marking.
- Strike Declaration.
- Payroll (Income Tax Declaration, PF/NPS deduction, Other Statutory deduction, Increment Program, Form 16 download by the staff, Officiating Allowance, Updation of salary deductions by the employee pertaining to Within Bank/Outside Bank etc.).
- Personnel Administration (Maintenance of personal data of the staff, including Hiring to Separation Details, Employee Service Card).
- Pension module including submission of LIFE certificate.
- PF Trust/Accounts entries in FI module (Withdrawal/Advance from PF, Full and Final Settlement, Deduction of additional PF).
- Travel advance and Expenses(Travel Request/Expense).
- Claims and Reimbursements/Leave Fare Concession/Annual Encashment of PL.
- End to End Training Module.
- Performance Appraisal and Monthly Probationary Ratings.
- Probationary Confirmation Module.
- e-Separation module(This includes entire retirement Process).
- Key handover/Second key allowance Claim module.
- Deputation Module.
- Transfer Request Module/Temporary Transfer Module.
- Annual Property Returns submission.
- Updation of Personal details by the staff (eg: Address, Personal Data, Personnel IDs etc.)
- Handing over/ Taking Over Charge.
- GPA/Signing Power.
- Interface with SMS/Mail server for triggering the employee notifications.
- User administration Module.
- Downloading various Proceedings by the staff.
- Various Customization Reports pertaining to the modules/Staff data.

- Business Intelligence Reports.
- Basic FI module for posting the salary transactions/PF Trust Accounting entries/Balance sheet/P and L generation.
- NOC (No Objection Certificate) module.
- Industrial Relationship (Updating of IR case details and punishment imposed).

Date:

Signature with seal:

Name :

Designation:

Annexure-8
Existing SAP-HRMS Software Details

Table 10:

Integrated HRMS Solution	Type of License	Details of Product/Service offered	Blocks of (units)	Qty
SAP ERP Foundation Starter	SAP ERP Foundation Starter	SAP ECC 6.0 EHP-7, Released on 2013	1	1
SAP Professional User	SAP Professional User		1	5
ERP Component for ERP Package	UN		1	1
SAP Learning Solution	Learners		500	23
SAP Professional User	SAP Professional User		1	5
SAP Developer User	SAP Developer User		1	1
SAP Employee User	SAP Employee User		1	3884
SAP Employee Self-service Core User	SAP Employee Self-service Core User		1	2083
SAP Manager Self-Service User	SAP Manager Self-Service User		1	8377
SAP file lifecycle management for India	Users		100	1
SAP Process Orchestration	cores		1	4
SAP Payroll Processing	employees		500	27
SAP E-Recruiting	employees		500	23
SAP Business Objects BI suite (User)	Users		1	5
SAP Business Objects BI suite (CS)	concurrent Sessions		10	1
Database	SAP Sybase ASE Runtime Edition			

For all the above mentioned line items ATS start date should be 01.08.2023.

Annexure- 9
Bid Covering Letter Format
[On firms / Company's Letter head]

To be included in Part- A Conformity to Eligibility Criteria envelop

To
General Manager,
Karnataka Gramin Bank,
Canara Bank RRBs CBS Project Office, 19-19/1,
III Floor, Above Canara Bank Regional Office,
South end Road, Basavanagudi.
Bengaluru – 560004.

Date: DD/MM/YY

Dear Sir,

SUB: RFP for Selection of System Integrator for Managed IT Services for existing SAP-HRMS in Karnataka Gramin Bank and Kerala Gramin Bank.

Ref: Your RFP KaGB: Project Office: RFP/01/2023-24 dated 01.04.2023.

1. Having examined the tender documents including all annexures and appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer implementation of ALL the services mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your organization in conformity with the said tender documents in accordance with the Bill of Materials and made part of this Tender.
2. If our Bid/Offer is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document. We agree to abide by the offer validity for 180 days from last date of opening of commercial bid and our offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
3. We have quoted for all items as requested by the Bank in the RFP and stand committed to deliver to the highest standards and quality as required by the Bank to meet the timelines of the project. Our bid submission is in line with the requirements of the Bank as stated in the RFP.
4. We confirm that we have factored in all costs and expenses for meeting the complete scope and deliverables of the RFP.
5. We have enclosed BID Security /Declaration as per Appendix-D/Appendix-G. However, if we withdraw our offer within the said validity period, you shall have the right to suspend us from participating in the contract offers/tenders for a period of 3 years, without reference to us. We agree to abide by and fulfill all the terms and conditions of the tender.
6. We are completely aware of the Service Level requirements (SLA) and timelines specified by the Bank and are committed to adhering to the same. We have also clearly taken note of the service level requirements of the Bank and expectations

from us and wish to confirm that we have taken care of every aspect to meet the same.

7. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
8. We undertake that we have not been blacklisted by any Government department/PSU/Bank/Financial Institution in India.
9. We have clearly understood the Bank's requirements and wish to confirm that we abide by the terms and conditions of the RFP and addendums issued thereafter.
10. We confirm and understand that all arithmetical totaling errors will be corrected for the purpose of evaluation only and the consideration of that error for payment would be completely according to Bank's discretion. We also confirm and understand that for all other errors which we have made in the bid, the Bank for the purpose of evaluation will take the corrected amount based on the price quoted by us in the price sheets but the payment of such amounts would be completely according to the Bank's discretion.
11. We confirm that the prices and values quoted by us encompass the complete scope of the project and we will ensure that the quality of deliverables for the project is not affected due to any pricing pressures.
12. We will be the single point of contact/reference to the Bank. Our consortium partners confirm that they are willing to enter into back-to-back agreement that is in conformity with the deliverables and other service/uptime commitments we make to Bank as per the RFP. If requested, we will share the copy of the back-to-back agreement with our consortium partner to the Bank.
13. We agree that Bank is not bound to accept the lowest or any Bid the Bank may receive without assigning any reason whatsoever.
14. We certify that we have provided all the information requested by Bank in the format requested for. We also understand that Bank has the exclusive right to reject this offer in case Bank is of the opinion that the required information is not provided or is provided in a different format.

Date:

Signature with seal:

Name :

Designation:

[Note: This letter should be on the letterhead of the Vendor duly signed by an authorized signatory]

Annexure - 10
Bidders Profile

To
General Manager,
Karnataka Gramin Bank,
Canara Bank RRBs CBS Project Office, 19-19/1,
III Floor, Above Canara Bank Regional Office,
South end Road, Basavanagudi.
Bengaluru – 560004.

Date: DD/MM/YY

Dear Sir,

**SUB: RFP for Selection of System Integrator for Managed IT Services for
existing SAP-HRMS in Karnataka Gramin Bank and Kerala Gramin Bank.**

Ref: Your RFP KaGB: Project Office: RFP/01/2023-24 dated 01.04.2023.

Table 11: Bidder's Profile:

Sl. No.	Particulars	Details
a)	Name of the Bidder Firm/Company	
b)	Proposed Solution Name with Name of OEM & OSD/ OSO	
c)	Constitution (Ltd./ Pvt. Ltd/Firm)	
d)	Date of Incorporation and / or Commencement of business	
e)	Certificate of Incorporation (CIN)	
f)	Whether registered as MSE for the item underthe RFP? (Proof of registration as MSE for the item underthe RFP)	
g)	Whether Recognized as a Startup by Department of Industrial Policy and Promotion (DIPP)? (Proof of such Recognition, indicating terminal validity date of registration and Certificate from CA that the Turnover of the entity complies with Startup guidelines)	
h)	Whether eligible for Purchase Preference linkedwith Local Content under Public Procurement (Preference to Make in India) Order 2017, and Notifications issued thereunder? (Form PP-C or PP-D as applicable) Make In India related forms to be submitted as part of Eligibility bid.	
i)	Address of Corporate Office	

**Selection of System Integrator for Managed IT Services for existing SAP-HRMS in
Karnataka Gramin Bank and Kerala Gramin Bank**

j)	Address of the Registered Office		
k)	Particulars of the Primary Contact Person (Authorized Signatory of the Bidder)	Name	
		Designation	
		Address for Correspondence	
		Phone Number (Landline)	
		Mobile Number	
		Email address	
l)	Particulars of the Secondary Contact Person	Name	
		Designation	
		Mobile Number	
		Email address	
m)	Firm / Company Website address		
n)	Firm/Company PAN number Firm/Company GST Number <u>Beneficiary Bank Details</u> Beneficiary Name Beneficiary Account Number Type of Bank Account (Current/OD/OCC etc.) IFSC Code Beneficiary Bank Name & Branch address		

Date:

Signature with seal:

Name :

Designation:

Annexure - 11
Service Support Details

To
General Manager,
Karnataka Gramin Bank,
Canara Bank RRBs CBS Project Office, 19-19/1,
III Floor, Above Canara Bank Regional Office,
South end Road, Basavanagudi.
Bengaluru – 560004.

Date: DD/MM/YY

Dear Sir,

**SUB: RFP for Selection of System Integrator for Managed IT Services for
existing SAP-HRMS in Karnataka Gramin Bank and Kerala Gramin Bank.**

Ref: Your RFP KaGB: Project Office: RFP/01/2023-24 dated 01.04.2023.

Table 12: Service Support Details:

Sl. No.	Location	Postal Address	Mobile No.	Landline No	Email-ID	No. of Engineers/ Service Staff
1.						
2.						
3.						
4.						
5.						

Date:

Signature with seal:

Name :

Designation:

Annexure - 12
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)

To,
General Manager,
Karnataka Gramin Bank,
Canara Bank RRBs CBS Project Office, 19-19/1,
III Floor, Above Canara Bank Regional Office,
South end Road, Basavanagudi.
Bengaluru - 560004

Date:

Dear Sir,

SUB: RFP for Selection of System Integrator for Managed IT Services for existing SAP-HRMS in Karnataka Gramin Bank and Kerala Gramin Bank.

Ref: Your RFP KaGB: Project Office: RFP/01/2023-24 dated 01.04.2023.

This has reference to your above RFP.

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 and 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 - 13
Non-Disclosure Agreement

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

WHEREAS, _____, we,
_____, having
Registered Office at _____, hereinafter referred to as the Bidder, are agreeable to provide
services to Karnataka Gramin Bank, having its Head office at 32, Sanganakkal Road,
Gandhinagar, Ballari and Kerala Gramin Bank having its Head Office and Malappuram,
Kerala hereinafter referred to as the BANK/S and,

WHEREAS, the Bidder understands that the information regarding the Bank's IT
Infrastructure shared by
the Bank in their Request for Proposal is confidential and/or proprietary to the BANK,
and

WHEREAS, the Bidder understands that in the course of submission of the offer for
RFP Name and Number “ Your RFP ref no : KaGB: Project Office: RFP/01/2023-24
dated 01.04.2023 for Selection of System Integrator for Managed IT Services for
existing SAP-HRMS in Karnataka Gramin Bank and Kerala Gramin Bank. and/or in
the aftermath thereof, it may be necessary that the Bidder may perform certain
jobs/duties on the Banks properties and/or have access to certain plans, documents,
approvals or information of the BANK;

NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the
following conditions, in order to induce the BANK to grant the Bidder specific access
to the Bank's property/information. The Bidder will not publish or disclose to others,
nor, use in any services that the Bidder performs for others, any confidential or
proprietary information belonging to the BANK, unless the Bidder has first obtained the
Bank's written authorization to do so. The Bidder agrees that notes, specifications,
designs, memoranda and other data shared by the BANK or, prepared or produced by
the Bidder for the purpose of submitting the offer to the BANK for the said solution,
will not be disclosed to during or subsequent to submission of the offer to the BANK, to
anyone outside the BANK.

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

Date:

Signature with seal:

Name :

Designation:

Annexure - 14
Compliance Statement

SUB: RFP for Selection of System Integrator for Managed IT Services for existing SAP-HRMS in Karnataka Gramin Bank and Kerala Gramin Bank.

Ref: Your RFP KaGB: Project Office: RFP/01/2023-24 dated 01.04.2023.

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

Table 13:

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

Date:

Signature with seal:

Name :

Designation:

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

Annexure - 15
Undertaking Letter Format

SUB: RFP for Selection of System Integrator for Managed IT Services for existing SAP-HRMS in Karnataka Gramin Bank and Kerala Gramin Bank.

Ref: Your RFP KaGB: Project Office: RFP/01/2023-24 dated 01.04.2023.

- 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 hereby confirm to undertake the ownership of the subject RFP.

Date:

Signature with seal:

Name :

Designation:

Annexure - 16
Escalation Matrix

SUB: RFP for Selection of System Integrator for Managed IT Services for existing SAP-HRMS in Karnataka Gramin Bank and Kerala Gramin Bank.

Ref: Your RFP KaGB: Project Office: RFP/01/2023-24 dated 01.04.2023.

Name of the Company:

Table 14:

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 - 17

Manufacture / Authorized Distributor in India Authorization Form

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

To,
General Manager,
Karnataka Gramin Bank,
Canara Bank RRBs CBS Project Office, 19-19/1,
III Floor, Above Canara Bank Regional Office,
South end Road, Basavanagudi.
Bengaluru – 560004.

Dear Sir,

Sub: RFP for Selection of System Integrator for Managed IT Services for existing SAP-HRMS in Karnataka Gramin Bank and Kerala Gramin Bank

Ref: Your RFP ref no: KaGB: Project Office: RFP/01/2023-24 dated 31.03.2023

We hereby submit the following: -

1. We,
M/s.....
...having factories at (OEM Address) are the Original
Equipment Manufacturer /Original Software Developer of the following item/s.

Hardware/Software Item	Model No/Version No

2. We do hereby authorize M/s
.....(Name & Address), our
Agent/Partner/Distributor..... to submit Bid, Negotiate
and provide Support/Service to meet the above mentioned tender requirements.
3. M/s(Manufacturer/OEM) within the
scope of the requirement as per the tender mentioned above through its authorized
agent/partner M/s.....(Bidder/Supplier Name) shall
provide support and services for a period of Four Years from the date of
acceptance of Purchase order.
4. Our Authorized Dealer / Distributor i.e. M/s
.....has entered into 'Back to
Back support' agreement for the above hardware/software items, with us to ensure
smooth working.
5. With respect to all the items/Software as specified above,
- a. We agree to provide services as per the scope of work and technical
specifications of the subject RFP through our Partner M/s

_____. (Bidder).

- b. In case the authorized distributor i.e. M/s _____ fails to meet the obligation for services supplied and / or to be supplied under this tender or not providing the services or the services provided by them are inadequate, during the contract period (like if bidder ceases to exist from the ICT Industry, closure/shutdown/exit of the authorised agent/partner, stops services or support to the Bank, terminates contract due to any reasons with Bank or due to any other reason), we will be responsible for all obligations under this RFP and we undertake to continue to extend services as per given scope of work of RFP during contract period either directly or through mutually agreed third party/any other authorized Partner/dealer of ours, at the same terms and conditions of RFP.

The undersigned is authorised to issue such authorization on behalf of M/s _____ (OEM).

Signature of Company Secretary:

Name of Signatory:

Designation:

Seal of Company:

Date:

Place:

- Note :**
- 1. Authorization certificate in the above format must be issued by the Original Equipment Manufacturer (OEM)/ Original Software Developer (OSD) signed and stamped by the competent authority on their official letterhead only.**
 - 2. Authorization issued by the OEM/OSD's subsidiary office or agent or partner would not be considered as the valid document of Authorization Certificate.**

Annexure - 18
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]

**To,
General Manager,
Karnataka Gramin Bank,
Canara Bank RRBs CBS Project Office, 19-19/1,
III Floor, Above Canara Bank Regional Office,
South end Road, Basavanagudi.
Bengaluru – 560004.**

Dear Sir,

**SUB: RFP for Selection of System Integrator for Managed IT Services for
existing SAP-HRMS in Karnataka Gramin Bank and Kerala Gramin Bank.**

Ref: Your RFP KaGB: Project Office: RFP/01/2023-24 dated 01.04.2023.

We thank you for providing us an opportunity to participate in the subject RFP. Please find our commercial offer as per Annexure-3-Bill of Material format of the subject RFP along with this covering letter.

We conform to the terms & conditions stipulated in the RFP document, subsequent Amendments, if any and 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 - 19

Declaration/ Undertaking from bidder regarding restriction for procurement

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

To **Date: DD/MM/YY**
General Manager,
Karnataka Gramin Bank,
Canara Bank RRBs CBS Project Office, 19-19/1,
III Floor, Above Canara Bank Regional Office, South end Road, Basavanagudi,
Bengaluru - 560 004.

SUB: RFP for Selection of System Integrator for Managed IT Services for existing SAP-HRMS in Karnataka Gramin Bank and Kerala Gramin Bank.

Ref: Your RFP KaGB: Project Office: RFP/01/2023-24 dated 01.04.2023.

Sir,

We, M/s ----- are a private/public limited company/LLP/Firm <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at -----

----- (referred to as the “Bidder”) are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

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

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

Please strike off whichever is not applicable

1. “I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is not from such a country.”
2. “I/ we have read the clause regarding restrictions on procurement from a bidder of a country

which shares a land border with India; I/ we certify that _____ is from such a country. I hereby certify that _____ fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]”

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

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

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

Date:

Signature with seal:

Name :

Designation:

List of documents enclosed:

1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)
2.
3.
4.

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. Eligibility Offer for this RFP shall be made as under:

- 1) Index of all the documents submitted with page numbers.
- 2) Cost of Tender document by way of DD payable at Bengaluru.
- 3) Bid Security /Declaration as per Appendix – D / Appendix-G.
- 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-6.
- 6) List of Modules already available in the existing SAP- HRMS Annexure-7.
- 7) Existing SAP-HRMS Software details Annexure-8.
- 8) Bid Covering letter as per Annexure-9.
- 9) Eligibility Criteria declaration as per Annexure-1 with documentary proof in support of the Eligibility Criteria.
- 10) Acceptance for Scope of Work as per Annexure-2.
- 11) Conformity Letter Annexure-5.
- 12) Bidder's Profile as per Annexure-10.
- 13) Service Support Details as per Annexure-11.
- 14) Non-Disclosure Agreement as per Annexure-13.
- 15) Declaration on restriction for procurement Annexure-19.

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. Technical Offer for this RFP shall be made as under:

- 1) Index of all the document submitted with page numbers.
- 2) Compliance Statement as per Annexure-14.
- 3) Undertaking Letter as per Annexure-15.
- 4) Escalation Matrix as per Annexure-16.
- 5) Manufacturer/ Authorized Distributor in India Authorization Form as per Annexure-17.
- 6) Masked Commercial Bill of Material as per Annexure-3.

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.

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

- 1) Bidder's Covering letter as per Annexure-18.
- 2) Bill of Materials as per Annexure-3.

Appendix - D
Proforma of Bank Guarantee in lieu of EMD

To,
General Manager,
Karnataka Gramin Bank,
Canara Bank RRBs CBS Project Office, 19-19/1,
III Floor, Above Canara Bank Regional Office,
South end Road, Basavanagudi.
Bengaluru - 560004

DD/MM/YYYY

Dear Sir,

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

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

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

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

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

on account of breach on the part of the VENDOR of their obligations in terms of the RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the VENDOR has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the VENDOR after expiry of the relative guarantee period of the RFP and after the VENDOR had discharged all his obligations under the RFP and produced a certificate of due completion of work under the said Tender and submitted a "No Demand Certificate" provided always that the guarantee shall in no event remain in force after the day of without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the VENDOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the Tender or extend the time of performance of the Tender or to postpone any time or from time to time any of your rights or powers against the VENDOR and either to enforce or forbear to enforce any of the terms and conditions of the said RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the VENDOR or any other forbearance, act or omission on your part or any indulgence by you to the VENDOR or by any variation or modification of the RFP or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.....(Rupees.....only) as aforesaid or extend the period of the guarantee beyond the said day of unless expressly agreed to by us in writing.
6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the VENDOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the VENDOR.
7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the VENDOR hereby guaranteed by us as aforesaid and we hereby expressly waive all

our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.

8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the VENDOR from time to time arising out of or in relation to the said RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and now existing uncanceled and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. The Bank Guarantee shall not be affected by any change in the constitution of the VENDOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the VENDOR.
14. Notwithstanding anything contained herein above;
 - i) our liability under this Guarantee shall not exceed Rs.....(Rupees.....only) ;
 - ii) this Bank Guarantee shall be valid upto and including the date ; and
 - iii) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

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

For and on behalf of

Branch Manager

Seal & Address

Appendix - 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,
General Manager,
Karnataka Gramin Bank,
Canara Bank RRBs CBS Project Office, 19-19/1,
III Floor, Above Canara Bank Regional Office,
South end Road, Basavanagudi.
Bengaluru - 560004**

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 Selection of System Integrator for managed IT Services for existing SAP-HRMS in Karnataka Gramin Bank and Kerala Gramin Bank 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 favor, 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 up to_____and.
- iii. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at Bengaluru on or before_____(mention period of the guarantee as found under clause ii. above plus claim period).

**Selection of System Integrator for Managed IT Services for existing SAP-HRMS in
Karnataka Gramin Bank and Kerala Gramin Bank**

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

Dated this _____ day of _____ 2023.

For and on behalf of

_____ BRANCH

MANAGER

SEAL

ADDRESS

PLACE

Appendix - F
Format for Sending Pre-Bid Queries

SUB: Selection of System Integrator for Managed IT Services for existing SAP-HRMS in Karnataka Gramin Bank and Kerala Gramin Bank

Ref: Your RFP KaGB: Project Office: RFP/01/2023-24 dated 01.04.2023.

Table 18:

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

Appendix - G
Bid Security Declaration

**To,
General Manager,
Karnataka Gramin Bank,
Canara Bank RRBs CBS Project Office, 19-19/1,
III Floor, Above Canara Bank Regional Office,
South end Road, Basavanagudi,
Bengaluru - 560004**

Dear Sir,

**SUB: RFP for Selection of System Integrator for Managed IT Services for existing
SAP-HRMS.**

Ref: Your RFP KaGB: Project Office: RFP/01/2023-24 dated 01.04.2023.

DECLARATION

We declare that if we withdraw or modify our Bids during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance bank guarantee before the deadline defined in the RFP, we note that we will be suspended for the period of 3 years from being eligible to submit Bids for contracts with Bank/s.

with company seal

Signature of the Authorized Signatory

Place:

Name of the Authorized Signatory –

Date:

Company / Organization –

Designation within Company /

Organization –

Address of Company / Organization –

APPENDIX-H
INTEGRITY PACT

INTEGRITY PACT

Between

Karnataka Gramin Bank, a body corporate constituted under the Regional Rural Banks Act 1976, having its respective Head Offices at #32, Sanganakal Road, Gandhinagar, Ballari, Karnataka – 583103 hereinafter referred to as "The Principal") which expression shall unless excluded by or 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.

2.1.1 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 Principal's 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.

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.

2.1.2 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.

2.1.3 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

4.1 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.

4.2 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

5.1 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.

5.2 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

6.1 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.

6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

6.3 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)

8.1 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.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to Chairman of Karnataka Gramin Bank.

8.3 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.

8.4 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.

8.5 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.

8.6 The Monitor will submit a written report to the Chairman of Karnataka Gramin 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.

8.7 The Chairman of Karnataka Gramin Bank shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.8 If the Monitor has reported to the Chairman of Karnataka Gramin Bank, a substantiated suspicion of an offence under relevant IPC / PC Act, and the Chairman of Karnataka Gramin 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.

8.9 The number of Independent External Monitor(s) shall be decided by the Chairman of Karnataka Gramin Bank.

8.10 The word “Monitor” would include both singular and plural.

Section 9 – Pact Duration

9.1 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.

9.2 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 of Karnataka Gramin Bank.

Section 10 – Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. Bangalore.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 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.

10.5 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
(Office Seal)
Place-----
Date-----
Witness: _____
(Name & Address) _____

For & On behalf of the Bidder/ Contractor
(Office Seal)

Witness: _____
(Name & Address)_____