

Corrigendum-1 to GeM Bid ref no. GEM/2023/B/3483045 dated 24/05/2023 for Selection of Service Provider for On-Boarding WhatsApp Banking Services for A Period of Three Years Through RFP Process in Gem Portal in Canara Bank

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

a. GeM bid document (Bid End Date / Bid Opening Date, Page no. 1):

Description	Existing details	Amended details
Bid End Date/Time	16/06/2023, 15:00:00	<u>26/06/2023, 15:00:00</u>
Bid Opening Date/Time	16/06/2023, 15:30:00	<u>26/06/2023, 15:30:00</u>

b.

Sl. No.	Section/ Annexure/ Appendix of the GeM bid	Clause No.	Existing	Amended
1.	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	1. Project timelines 1.2	The proposed services will be hosted on SAAS model and cloud server to be located within India. Bidder to provide the rights of the hosted solution in cloud.	<u>The Proposed services will be hosted on IAAS model and cloud server to be located within India. Bidder to provide the rights of the hosted solution in cloud.</u>
2.	Annexure -8 Scope of work	A ; WhatsApp Banking Functionalities- SL. No. 10	The system should support integration of ChatBot Solution with WhatsApp,	<u>Bidder to provide Rule Based Chatbot for the proposed WhatsApp banking services. Bidder must have capability to integrate with Bank's AI/ML based Chatbot, wherever required</u>
3.	Annexure -8 Scope of work	A; WhatsApp Banking Functionalities- SL. No. 26 last point	Selected bidder shall develop/enhance WhatsApp Chatbot campaigns for various projects, web portal, mobile app or other web applications of as and when directed to do so, without any additional cost to purchaser.	<u>The RFP clause stands deleted</u>



4.	Annexure -8 Scope of work	B; WhatsApp business API services and implementation of WhatsApp Communication Management solution :Pt. No. 5 Integration	Ability to integrate and retrieve data from applications running in RISL.	<u>Ability to integrate and retrieve data from applications running in Bank.</u>
5.	Annexure - 8 Scope of work	New Clause	<u>New Clause (F cloud)</u>	<u>Attached as an annexure</u>
6.	Annexure-14 Bill of Material	Annexure-14 Bill of Material	Existing Annexure-14 Bill of Material	<u>Amended Annexure-14 is attached to this corrigendum.</u>
7.	Appendix-E	Appendix-E	Existing Appendix-E	<u>Amended Existing Appendix-E</u>
8.	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	7.Penalties and Liquidity Damage	7.Existing Penalties and Liquidity Damage	<u>7.Amended Existing Penalties and Liquidity Damage is attached as an annexure</u>
9.	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	8.Payment Terms	8.Existing Payment terms	<u>8.Amended Payment terms is attached as an annexure</u>

All the other instructions and terms & conditions of the above RFP shall remain unchanged.

Please take note of the above amendments while submitting your response to the subject RFP.

Date: 13/06/2023

Place: Bengaluru


Deputy General Manager





Annexure 8 Scope of work
Additional clause -F(Cloud)

- Bidder should ensure that CSP should be valid Meity empaneled Cloud Service Provider with two data center locations
- Bidder need to ensure the proposed Whatsapp solution is hosted in dedicated cloud for the Bank.
- The proposed CSP should ensure that any data that is stored on the cloud is protected and appropriate policies and controls are put in place to provide data privacy and protection. The CSP should adhere to all laws pertaining to data privacy and protection that are applicable as per GoI, RBI and any other regulators. The CSP should also ensure that necessary enhancements are made to the services provided whenever there are changes sought either by the regulators or Government of India without any additional cost to the Bank
- Bidder has to provide necessary audit certifications on Cloud Services, solution, data security and access control.
- Bidder has to provide Regular VAPT, API Assessment, Source Code audit certified by a CERT-IN empaneled auditor.
- Regular Hardening of System preferably CIS Benchmark, System & Application Patching to latest release patches and security updates
- Adhering to NIST (especially 800-53) and CSF (Cyber Security Framework) standard best practices
- SOC-II and SOC-III Compliance to be ensured by CSP.
- Bidder and Cloud service provider (CSP) should be compliant with the law of India
- The successful bidder must design the solution with high availability & secure infrastructure in cloud at DC and DR site as per Industry accepted security standards and best practices
- Bidder should provide list of latest security certification of their private /public Cloud service provider (CSP) and their validity - NIST, CSA, PCI DSS, IT ACT 2008 and amendments, India Data Privacy Bill, MEITY certification



Annexure-14
Bill of Material

SUB: RFP for Selection of Service Provider for On-Boarding WhatsApp Banking Services for A Period of Three Years

Ref: GEM/2023/B/3483045 dated 24/05/2023.

Notes

1. These details should be on the letterhead of Bidder and each & every page should be signed by an Authorized Signatory with Name and Seal of the Company.
2. The base location for the project execution would be Bangalore.
3. The consultant will have to work as per the timings of the Bank.
4. Please be guided by RFP terms, subsequent amendments and replies to pre-bid queries (if any) while quoting.
5. Do not change the structure of the format nor add any extra items.
6. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.

Table - A

Cost of Implementation & Account setup Charges

[Amount in Indian Rupees]

Sl. No.	Description	Cost per unit	Qty.	Total Amount (Excl. of taxes)	Tax for Column c		Total amount (Incl. of taxes)
					Tax %	Tax value	
		a	b	c=a*b	d	e	f=c+e
1.	One Time Implementation Cost		1				
2.	Whatsapp Account Number setup & verification cost		1				
3.	Rule based Whatsapp bot implementation with unlimited usage cost for a period of three years		1				
Total							





Table - B

Cloud Usage Charges

[Amount in Indian Rupees]

Sl. No.	Description	Cost per Month	Months	Amount (Excl. of Taxes)	Tax for Column c		Total amount (Incl. of Taxes)
		a	b	c=a*b	d Tax %	e Tax value	f=c+e
1.	Cloud usage Charges		36				

Table - C

Charges per WhatsApp Banking Messages

[Amount in Indian Rupees]

Sl. No.	Description	Cost per unit**	Number of messages	Amount (Excl. of Taxes)	Tax for column C		Total amount (Incl. of Taxes)
					Tax %	Tax value	
		a	b	c=a*b	d	e	f=c+e
1. Charges for Bank Initiated WhatsApp messages							
1.	Utility conversations		20,00,00,000*				
2.	Authentic Conversations		20,00,00,000*				
3.	Marketing Conversations		10,00,00,000*				
2. Charges for User Initiated WhatsApp messages:							
4.	Service Conversations		40,00,00,000*				
5.	Total						

*- The quantity mentioned for Bank-Initiated/User-Initiated WhatsApp messages is indicative only to arrive at the Total Cost of Ownership (TCO). Bank at its discretion may avail the quantity based on the unit price provided by the vendor.



**The Unit price for Bank-Initiated/User-Initiated messages should be as per the pricing policy of Facebook Inc (Meta).

Table - D

Charges for Onsite Resource

[Amount in Indian Rupees]

Sl. No.	Requirement Details	Unit Price per month	No. of Resources	No. of Months	Total Cost (Excl. of Taxes)	Tax for Column d		Total Cost (Incl. of Taxes)
		a	b	c	d=a*b*c	e %tax	f Tax Amt	g=d+f
1.	Dedicated Onsite Resource charges		2	36				

Note: In case of any further requirement of additional resource, Bidder should provide at the same cost quoted initially.

Table -E

Integration Cost with Other Applications/Services

[Amount in Indian Rupees]

Sl. No.	Description	Integration charges per Application [Excl. of Taxes]	No. of Applications/ Services	Total Integration charges for Applications [Excl. of Taxes]	Tax for Column c		Total Charges for resources [Incl. of Taxes]
		a	b	c=a*b	Tax % d	Tax Value e	f=c+e
1	Additional API Integration with various application/ services		30				

* Bank may integrate the solution with various application / services as per Bank's requirement. Number of Application / Services is indicative for calculation of total cost of ownership. However, it may vary as per Bank's requirement during the contract period. The payment for the integration service will be made on actual integrated application / services based on the unit cost quoted by bidder.



Table- F

Cost for any additional requirements/ customization/ enhancement

[Amount in Indian Rupees]

Sl. No.	Requirement Details	Charges Per Man-days [Excl. of taxes]	No. of Man-days	Total Charges for Man-days [Excl. of taxes]	Tax for Column c		Total Charges for Man-days [Incl. of taxes]
		a	b	c=a*b	d %tax	e Tax Amt.	f=c+e
1.	Cost for any additional requirements additional customization/ enhancement during the entire contract period		50*				

*Number of Man-days mentioned above is indicative only. However, the no. of man-days will be utilized from time to time as per the requirement/Bank's discretion.

Table-G

Total Cost of Ownership for 3 years Contract Period

[Amount in Indian Rupees]

Sl. No.	Details	Total Cost [Exclusive of tax]	Total Cost [Inclusive of tax]
1.	Total Cost of Implementation & Account setup Charges as per Table-A [Total of Column f]		
2.	Total Cost for Cloud Usage Charges as per Table-B [Column f]		
3.	Total Cost Charges per Whatsapp Banking Messages as per Table-C [Column f]		
4.	Total Cost for onsite resource as per Table-D [Column g]		
5.	Total cost integration cost with other applications/services as per Table-E [column f]		
6.	Total Cost for any additional requirements/ customization/ enhancement for man-days as per Table-F [Column f]		
7.	Total Cost of Ownership for 3 years Contract Period [Sum of row 1, 2, 3, 4, 5 and 6 of the Table-G]		



Undertaking

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

Date:
Seal

Signature with

Name:
Designation:





Amended Appendix-E

Proforma of Bank Guarantee for Contract Performance

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

To :

The Deputy General Manager,
Canara Bank,
IT Wing, Head Office,
Naveen Complex, 14 M G Road
BENGALURU

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(Description of RFP)as per their Contract dated _____with you (hereinafter referred to as "the CONTRACT")

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

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

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

Canara Bank, CP & VM Vertical, IT Wing, HO - Corrigendum-1 to GeM Bid ref no. GEM/2023/B/3483045 dated 24/05/2023

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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 plus GST 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 uncancelled 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.



केनरा बैंक



Canara Bank

Notwithstanding anything contained herein

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

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

Dated this _____ day of _____ 2023.

For and on behalf of

_____ BRANCH MANAGER SEAL ADDRESS PLACE

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

Name of the Bank: Canara Bank

Name of the Branch: IT Wing

IFSC Code: CNRB0000007



7. Penalties and Liquidity Damage:

- 7.1. Penalties/Liquidated damages for delay in Delivery and Installation of Software/Service would be as under:
- 7.1.1. Non-compliance of the requirement of API details as per clause 1.4 of delivery timelines will result in the Bank imposing penalty of 0.50% on delay in per week or part thereof, on the invoice value.
- 7.1.2. Non-compliance of the UAT implementation as per clause 1.6 of delivery timelines will result in the Bank imposing penalty of 0.50% on delay in Implementation per week or part thereof, on the invoice value.
- 7.1.3. Non-compliance of the go live implementation as per clause 1.3 will result in the Bank imposing penalty of 0.50% on delay in Implementation per week or part thereof, on the invoice value.
- 7.1.4. However, the total Penalty/LD to be recovered under this clause shall be restricted to 10% of the total value of the order.

7.2. Penalty for Delay in delivery of Push Type WhatsApp Message Alerts:

The WhatsApp Message sent by the Bank will have to be delivered within the stipulated timelines. Failure to comply with the time frames for delivery of the messages pushed by the Bank shall attract penalty as follows:

Particular	Penalty (% of WhatsApp Message charges payable)
Any WhatsApp Message is not handed over to Meta (WhatsApp) for message delivery, within 30 seconds of initiation by the Bank	100%

Note: Detailed MIS (as mentioned above) regarding delivery of WHATSAPP MESSAGES alerts to customers will be provided by bidder on daily/fortnightly/monthly basis through dashboard for Delivery/Non-delivery of WHATSAPP MESSAGES in online mode.

- 7.3. Helpdesk and Technical support services to include system maintenance windows.
- 7.4. Provide a robust, fault tolerant infrastructure with enterprise grade SLAs with an assured uptime of 99.90%.
- 7.5. Service provisioning and de-provisioning times (scale up and down) in near real-time should be as per the SLA requirement of the Bank.
- 7.6. Bidder shall implement the monitoring System including any additional tools required for measuring and monitoring each of the Service Levels as per the SLA between the Bank and the bidder.



7.7. The Downtime calculated shall not include any failure due to Bank and Force Majeure.

7.8. Penalties/Liquidated damages for not maintaining uptime:

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

Level of availability calculated on monthly basis	Penalty amount
99.90% to 100%	No Penalty would be deducted
98.90% to < 99.90%	0.10% on total order value for every hour or part thereof.
97.90% to 98.90%	0.20% on total order value for every hour or part thereof.
96.90% to 97.90%	0.30% on total order value for every hour or part thereof.
95.00% to 96.90%	0.50% on total order value for every hour or part thereof.
<95.00%	1.00% on total order value for every hour or part thereof.

7.10. The maximum penalty levied as per above clause shall not be more than the 50% of amount payable (exclusive of Taxes) for one Year.

7.11. If monthly uptime is less than 95%, the Bank shall levy penalty as above and shall have full right to terminate the contract under this RFQ or AMC, if contracted. The right of termination shall be in addition to the penalty. The above penalty shall be deducted from any payments due to the bidder (including AMC payments).

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

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

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



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





8. Payment Terms

8.1. The following terms of payment shall be applicable to this contract and will be released after execution of Contract Agreement.

Sl. No.	Payment Stages	Percentage of Payment	Condition/Remarks
1.	One Time Implementation Cost	100%	On Installation, configuration & customization of proposed solution and on submission of Invoice and Acceptance/Sign off by the Bank on production of relevant documents
2.	Whatsapp account verification and setup	100%	On Installation, configuration & customization of proposed solution and on submission of Invoice and Acceptance/Sign off by the Bank on production of relevant documents
3.	Rule based Whatsapp bot implementation with unlimited usage cost for a period of three years	100%	On Installation, configuration & customization of proposed solution and after successful go live of three (3) months and on submission of Invoice and Acceptance/Sign off by the Bank on production of relevant document.
4.	Charges for Bank Initiated WhatsApp messages	100%	Monthly in arrears. Based on the number of message counts sent by the Bank.
5.	Charges for User Initiated Whatsapp messages if any	100%	Monthly in arrears. Based on the number of message counts sent by the User.
6.	Service Hosting Charges per month	100%	Monthly in arrears.
7.	Dedicated Onsite/Offsite Support charges	100%	Monthly in arrears.
8.	Additional API Integration apart from the scope of work with various application/services	100%	On the basis of the number of counts of the application/services Integrated and successful go-live of the services with the solution and also on submission of invoice and acceptance/sign off by the bank on production of relevant documents
9.	Cost for any additional requirements	100%	Payment will be done actual number of man-days used on submission of Invoice and



additional customization/ enhancement during the entire contract period		Acceptance/Sign off by the Bank on production of relevant documents.
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- 8.2. Bank will release the payment on completion of activity and on production of relevant documents/invoices. Please note that Originals of invoices (plus One Copy) reflecting GST, GSTIN, State Code, HSN Code, State Name, Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office and Manufacturer's / Supplier's Warranty Certificate should be submitted while claiming payment in respect of orders placed.
- 8.3. The selected bidder has to submit installation report/Sign off report duly signed by the Bank officials of the respective Branch/offices in originals while claiming payment. The invoice and installation report should contain the product serial number of the items supplied.
- 8.4. Bank will not pay any amount in advance.
- 8.5. Payment shall be released within 30 days from submission of relevant documents as per RFP terms.
- 8.6. The bank shall finalize the installation and Acceptance format mutually with the selected bidder. The bidder shall strictly follow the mutually agreed format and submit the same for each location wise while claiming installation and acceptance payment.
- 8.7. The payments will be released through NEFT / RTGS after deducting the application LD/Penalty, TDS if any, by centrally by Head Office at Bengaluru and the selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.
- 8.8. Based on satisfactory performance by the solution provider Bank reserves the right to extend the contract on mutually agreed commercials for subsequent periods.