

REQUEST FOR PROPOSAL [RFP]

FOR

“SET UP, MANAGE AND OPERATE MERCHANT ACQUIRING BUSINESS THROUGH POS ON REVENUE SHARING MODEL”

**Issued by: Canara Bank,
Centralized Procurement & Vendor Management Vertical,
1st Floor, IT Wing, Naveen Complex,
14, MG Road, Bengaluru -560 001
Phone No: 080- 25590070, 25584873
Email Id: dittenders@canarabank.com**

BID SCHEDULE & ABBREVIATIONS

1. BID SCHEDULE

Sl. No.	Description	Details
1.	RFP No. and Date	RFP 01/2023-24 dated 11/07/2023
2.	Name of the Wing	Centralized Procurement & Vendor Management Vertical, Information Technology Wing
3.	Brief Description of the RFP	Set Up, Manage And Operate Merchant Acquiring Business Through POS on Revenue Sharing Model Through RFP Process in Canara Bank
4.	Bank's Address for Communication	Deputy General Manager, Canara Bank, Centralized Procurement & Vendor Management Vertical, 1st Floor, IT Wing, Naveen Complex, 14 MG Road, Bengaluru -560 001 Senior Manager, Centralized Procurement & Vendor Management Vertical Tel - 080-25590070,25584873 Fax- 080-25596539 Email: dittenders@canarabank.com
5.	Date of Issue of RFP	11/07/2023, Tuesday
6.	Tender Fee (Non-refundable)	Rs.2360/- (including 18% GST)
7.	Earnest Money Deposit (Refundable)	Rs.10,00,000/-
8.	Performance Bank Guarantee/Bid Security	10% of total order value plus GST
9.	Last Date, Time and Venue for Submission of Bids	26/07/2023, Wednesday upto 3.00 PM Venue: Canara Bank, First Floor, DIT Wing-HO (Annexe), Naveen Complex, 14 M G Road, Bengaluru 560001.
10.	Date, Time & Venue for opening of Part A- Technical Proposal.	26/07/2022, Wednesday at 3.30 PM Venue: Canara Bank, Second Floor, Conference Hall, DIT Wing-HO (Annexe), Naveen Complex,14 M G Road, Bengaluru 560001.
11.	Date and time for opening of Part-B Commercial Bid	Will be intimated at a later date.

12.	Pre-bid Meeting Date & Time	<p>1. Pre-bid meeting will be held on 20/07/2023, Thursday at 3.30 PM.</p> <p>Venue: Pre Bid meeting will be held Online (through Microsoft Teams/Polycom) and participants are requested to attend the meeting Online.</p> <p>Those who are interested in participating the prebid meeting should share the participant details to dittenders@canarabank.com.</p> <p>Upon perusal of the same, the link / meeting id will be shared to the participant to participate in the meeting (Microsoft Teams/Polycom).</p> <p>2. Pre bid queries should be submitted as per Appendix-C.</p> <p>3. Pre-bid Queries should be sent to E-mail dittenders@canarabank.com and must reach us on or before 18/07/2023, Tuesday at 5.00 PM. Subject of the email should be given as “Pre Bid Queries to RFP 01/2023-24 dated 11/07/2023”. Queries reaching afterwards will not be entertained.</p>
13.	Other Details	<p>1. Subsequent changes made based on the suggestions and clarifications as per pre-bid meeting shall be deemed to be part of the limited RFP document and shall be shared with all the bidders.</p> <p>2. No suggestions or queries shall be entertained after pre-bid meeting.</p>

2. ABBREVIATIONS USED IN THIS DOCUMENT:

1	AMC	Annual Maintenance Contract
2	BG	Bank Guarantee
3	CST	Central Sales Tax
4	DD	Demand Draft
5	DIT	Department of Information Technology
6	EMD	Earnest Money Deposit
7	HO	Head Office
8	LAN	Local Area Network
9	LD	Liquidated Damage
10	LST	Local Service Tax
11	ME	Merchant Establishment
12	MDR	Merchant Discount rate
13	NEFT	National Electronic Funds Transfer
14	NI Act	Negotiable Instruments Act
15	OEM	Original Equipment Manufacturer
16	OS	Operating System
17	POC	Proof of Concept
17	POS	Point of Sale
18	RFP	Request For Proposal [Interalia the term 'Tender' is also used]
19	RTGS	Real Time Gross Settlement
20	VAT	Value Added Tax
21	GST	Goods and Services Tax
22	TLE	Terminal Line Encryption
23	UKPT	Unique Key Per Transaction
24	DUKPT	Derived Unique Key Per Transaction
25	PCI-DSS	Payment Card Industry Data Security Standards
26	BIN	Bank Identification Number
27	NFC	Near Field Communication
28	MIP/VAP/NFS	Master Interface Point / VISA Access Point / National Financial Switch

DISCLAIMER

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

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

The information provided by the Bidder s in response to this RFP Document will become the property of the Bank and will not be returned. This RFP document prepared by Canara Bank should not be reused or copied or used either partially or fully in any form.

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

LIST OF CONTENTS

SECTION A - BID DETAILS & ABBREVIATIONS			
Clause No.	Clause Description	Clause No.	Clause Description
1.	Bid Schedule	2.	Abbreviations
SECTION B - INTRODUCTION			
1.	About Canara Bank	6.	Participation Methodology
2.	Definitions	7.	Pre-Qualification Criteria
3.	About RFP	8.	Scope of Work
4.	Objective	9.	Technical and Function requirement
5.	Requirement Details		
SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS			
1.	Project Timelines	8.	Local support
2.	Integration & Interfaces	9.	Documents, Standard Operating Procedures and Manuals
3.	Security	10.	Subcontracting
4.	Acceptance	11.	Right to Audit
5.	Penalties & Liquidated damages		
6.	Payment Terms		
7.	Scope involved during Contract period		
SECTION D - BID PROCESS			
1.	Clarification to RFP & Pre-Bid queries	8.	Documentation
2.	Pre-Bid Meeting	9.	Cost & Currency
3.	Amendment to Bidding Document	10.	Erasures or Alterations
4.	Bid System Offer	11.	Assumptions/Presumptions/Modification
5.	Preparation of Bids	12.	Submission of Bids
6.	Earnest Money Deposit (EMD)/ Bank Guarantee In Lieu Of EMD	13.	Bid Opening
7.	Software Version		

SECTION E -SELECTION OF BIDDER			
1.	Preliminary Scrutiny	4.	Normalization of Bids
2.	Clarification of Offers	5.	Intimation to Qualified/Successful Bidder/s
3.	Evaluation of Bids	6.	Commercial Evaluation and Selection of Bidder:
SECTION F - OWNERSHIP & AWARDING OF CONTRACT			
1.	Bid Validity Period	8.	Expenses
2.	Proposal ownership	9.	Security Deposit / Performance Bank Guarantee
3.	Project ownership	10.	Execution of Agreement
4.	Acceptance of offer	11.	Pricing & Payments
5.	Award of Contract	12.	Order Cancellation/Termination of Contract
6.	Project Execution		
7.	Fixed Price		
SECTION G - GENERAL CONDITIONS			
1.	General Order Terms	13.	Confidentiality and Non-Disclosure
2.	Roles & Responsibility during project Implementation	14.	Indemnity
3.	Responsibilities of the Selected Bidder	15.	Force majeure
4.	Human Resource Requirement	16.	Responsibilities of the Bidder
5.	Responsibility for completeness	17.	Corrupt and Fraudulent Practices
6.	Inspection of Records	18.	Adoption of Integrity Pact
7.	Negligence	19.	Amendments to the Purchase Order
8.	Assignment	20.	Amendments to the Agreement
9.	Publicity	21.	Modification/Cancellation of RFP
10.	Insurance	22.	Social Media Policy
11.	Guarantees	23.	Resolution of disputes
12.	Intellectual Property Rights	24.	Legal Disputes and Jurisdiction of the court
SECTION H - PURCHASE PREFERENCE			
1.	Micro & Small Enterprises	3.	Procurement through Local Suppliers (Make in India)
2.	Startup		

Annexures (To be submitted with Technical Proposal)	
1.	Bid Covering Letter
2.	Pre- Qualification Criteria
3.	Bidder 's Profile
4.	Bid Security Declaration
5.	Make in India Certificate
6.	Non-Disclosure Agreement
7.	Office Details
8.	Compliance to Scope of Work
9.	Technical Evaluation Criteria
10.	Undertaking of Authenticity
11.	Compliance Statement
12.	Undertaking Letter
13.	Escalation Matrix
14.	Bill of Material
15.	Manufacturer's Authorization Form
Annexures (To be submitted with Commercial Bid)	
	Bill of Material (Annexure-14)

APPENDICES	
A.	Instructions to be noted while preparing/submitted Technical Proposal
B.	Instruction to be noted while preparing/submitted Commercial Bid
C.	Authorization Letter Format
D.	Bank Guarantee Format for Earnest Money Deposit
E.	Proforma of Bank Guarantee for Contract Performance
F.	Pre Contract Integrity Pact
G.	Contract Agreement
H.	Tender Fee and Bid Security Declaration

SECTION B - INTRODUCTION

1. About Canara Bank

- 1.1. CANARA BANK is one of the largest Public Sector Banks owned by Government of India. Canara Bank is a body Corporate and a premier Public Sector Bank established in the Year 1906 by Shri. Ammembal Subba Rao Pai and nationalized under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970. Canara Bank Head office is located at 112, J C Road Bengaluru-560002, Human Resources Wing is located at the same address and Information Technology Wing is located at Naveen Complex, No.14, M G Road, Bengaluru-560001.
- 1.2. The Bank is having pan India presence of more than 9714 branches, 24 Circle offices and 176 Regional Offices situated across the States. The Bank also has offices abroad in London, Dubai and New York.
- 1.3. The Bank is a forerunner in implementation of IT related products, services, and continuously making efforts to provide the state of art technological products to its customers.
- 1.4. Currently, Bank is having approx. 85,000 employees across all grades.

2. Definitions

- 2.1. 'Bank' means, unless excluded by and repugnant to context or the meaning thereof, shall mean 'Canara Bank', described in more detail in paragraph 1 above and which has invited bids under this RFP and shall be deemed to include its successors and permitted assigns.
- 2.2. 'RFP' means Request for Proposal for "Set Up, Manage and Operate Merchant Acquiring Business Through POS on Revenue Sharing Model".
- 2.3. The eligible firms, institutions & companies submitting the proposal in response to this RFP shall hereinafter be referred to as 'Bidder'.
- 2.4. 'Solution' or 'services' means providing "Set Up, Manage and Operate Merchant Acquiring Business Through POS on Revenue Sharing Model". as per RFP terms.
- 2.5. 'Proposal' means the response (including all necessary documents) submitted by the eligible Bidder in response to this RFP.
- 2.6. 'Contract' means the agreement signed by successful Bidder and the Bank at the conclusion of bidding process, wherever required.
- 2.7. 'Contract Price' means the value of the total purchase order including GST issued by the Bank.
- 2.8. 'Successful Bidder' / 'Selected Bidder' / 'H1 Bidder' means the Bidder who is found to be the highest scored Bidder after conclusion of the bidding process, subject to compliance to all the Terms and Conditions of the RFP.

3. About RFP:

- 3.1. Bank intends to select Bidder to Set Up, Manage and Operate Merchant Acquiring Business Through POS on Revenue Sharing Model.
- 3.2. The bidder has to go through the following clauses and other terms & conditions described elsewhere in this document:

Sl. No.	Description
1.	Scope of Work as per Annexure-8 for Selection of Vendor for Set Up, Manage And Operate Merchant Acquiring Business Through POS on Revenue Sharing Model
2.	Technical Evaluation Criteria as per Annexure-9 for Selection of Vendor for Set Up, Manage And Operate Merchant Acquiring Business Through POS on Revenue Sharing Model
3.	Delivery timelines as per clause 1 of Section C of this RFP for Selection of Vendor for Set Up, Manage And Operate Merchant Acquiring Business Through POS on Revenue Sharing Model
4.	Penalties as per clause 5 of Section C of this RFP for Selection of Vendor for Set Up, Manage And Operate Merchant Acquiring Business Through POS on Revenue Sharing Model
5.	Payment terms as clause 6 of Section C of this RFP for Selection of Vendor for Set Up, Manage And Operate Merchant Acquiring Business Through POS on Revenue Sharing Model

- 3.3. This RFP should not be considered as a statement of intent for availing the services, unless a purchase order or notification of award is published by Canara Bank if any, as an end result of this RFP process.

4. Objective

- 4.1. Canara Bank invites bids from reputed Bidder who can Set up, Manage and Operate Merchant Acquiring Business through PoS & other associated acquiring Channels on Revenue Sharing Model for Minimum 50000 PoS terminals over the period 5 years in compliance with Qualification Criteria as per Annexure-2.
- 4.2. The Bidder satisfying the Qualification Criteria as per the RFP may respond.

5. Requirement Details

Bank intends to avail services to Set up, Manage and Operate Merchant Acquiring Business through POS on Revenue Sharing Model.

The details of model are as follows:

5.1. Revenue sharing Model

The successful Bidder shall manage the end-to-end POS acquiring business ranging from Merchant sourcing, Documentation, On-Boarding of Merchants, Capital investment in procurement of POS machines, deployment of POS Machines, Merchant training/Education, maintenance of POS EDC terminals along with operating system & other peripherals, Attending Merchant queries/complaints, providing consumables, transaction processing, field services at Merchant locations for acceptance of all types of cards issued in association with VISA, MasterCard, RUPAY & Amex, Fraud Risk Management, Recon & Merchant Settlement, Settlement with Card Associations including issuer interchange, network charges etc., Staging, de-installation of POS machines (at MEs request/un-remunerative machines after proper notice to the MEs),

Managing disputes like charge back etc. and incurring chargeback liability, any penalties from regulator/ Network Associations for non-compliance (including KYC), fraud liability, VISA VFMP, MasterCard QMAP & other network liabilities, on Revenue Sharing Model with no cost to the Bank.

- 5.2. The net revenue generated from the acquiring business after apportioning VISA/MasterCard/RUPAY/Amex transaction charges & Issuer Interchange shall be shared between the Bank and the successful Bidder on a determined ratio as indicated in the commercial bid document, on a monthly basis.
- 5.3. The Bank and the successful Bidder will be sharing the net Merchant Acquiring revenue and the Bid has to be submitted, quoting the percentage of the net merchant acquiring revenue (i.e MDR less issuer interchange and network associate Visa/ MasterCard/ RUPAY transaction charges) to be shared by the Bank to the successful Bidder.
- 5.4. Separate standard MDR for all variants of Credit Cards shall be fixed by Bank in mutual discussion with the selected bidder.
- 5.5. MDR and other charges to be levied to the merchants will be decided by the Bank in consultation with the successful Bidder.
- 5.6. If the MDR is lower than the standard MDR or waived by the Bank and also rent is waived or reduced by the Bank, the differential cost shall be borne by the Bank and the proportionate amount due to the vendor as per stipulated standard MDR shall be paid to the successful bidder.
- 5.7. Similarly, if MDR/rent is waived or reduced by the successful Bidder, the same shall be borne by the successful bidder and the proportionate amount due to the Bank as per stipulated standard MDR shall be recovered from the successful bidder.
- 5.8. The rate quoted should be in terms of percentage (%) of Net revenue (MDR+ charges for VAS + surcharge if any+ Any other revenue other than monthly rent for POS machines - interchange - Network charges) exclusive of GST & other applicable taxes.
- 5.9. All the other charges/expenses i.e., routing charges payable to Card Schemes, cost of consumables, Certification of terminals/systems, maintenance of terminals etc. will have to be borne by the successful Bidder.
- 5.10. The successful Bidder will be assisting the bank in driving volumes at merchants sourced by the vendor as well as merchants sourced by the Bank.
- 5.11. The successful Bidder should take care of all the marketing and other charges like pamphlets/advertising cost/ for driving more volumes for such merchants sourced by the bidder. The successful Bidder should also assist the bank in driving volumes for the merchant's location sourced by the bank. All the promotional activities would be handled by the bidder with no cost to the bank.
- 5.12. Bidder can source Merchants with or without CASA accounts with Canara Bank. For merchants sourced without CASA accounts of Canara Bank, Merchant payment shall be made on T+1 basis through NEFT / RTGS/ any other approved channels.
- 5.13. VISA, MasterCard, RuPay & Amex certification charges including audit charges shall be borne by the Successful Bidder along with all other tools charges.
- 5.14. Successful Bidder shall provide details of transactions (BTH file), Transaction

- 5.15. Alert reports, POS Terminal-wise performance, and other reports as per the requirement of the Bank.
- 5.16. Cost of patch and software up-gradation, additional features in POS machine on account of Regulatory, statutory, Network, and Security compliance shall be borne by the successful Bidder.
- 5.17. The consumables shall be supplied by the successful bidder at their cost.
- 5.18. There will not be any Capital or Revenue investment from the Bank. All costs involved in the POS Acquiring business including financial loss shall be borne by the Bidder.
- 5.19. Acquiring BIN will be of the Bank. However, all costs associated with the BIN levied by the Card Association shall be borne by the respective successful Bidder and shall be reimbursed to the bank on as and when basis.
- 5.20. The Successful Bidder shall execute a non-disclosure Agreement with the Bank regarding customer data in the format prescribed by the Bank.
- 5.21. The successful Bidder shall execute an 'Integrity pact' along with the Bank in terms of the guidelines of Central Vigilance Commission (CVC) in the format provided by CVC.
- 5.22. The settlement will be routed through the Bank and all support for settlement process shall be provided by the successful Bidder including Merchant payment after collecting MDR, rent & other charges, settlement with Card Associations like payment of issuer interchange, transaction charges, issuer interchange to our Bank for on-us card transactions, GST payments, income sharing etc.
- 5.23. Amount due to the Bank from Network Associations (VISA, MasterCard, RuPay & Amex) during the settlement process shall be claimed & received promptly and any delay in staging/claiming legitimate amount due to the Bank and consequent income loss including the cost of funds on account of that shall be borne by the successful Bidder and shall be compensated to the Bank.
- 5.24. The successful bidder shall have a dedicated team for attending trouble shooting calls and other Merchant queries. The trouble shooting shall be done as per the timelines fixed in the Service Level Support Response Time & Penalties (Clause No: 44). Any delay attracts levy of Liquidated damages/penalty by the Bank, as per Clause No 44 of this document.
- 5.25. Successful Bidder shall adhere to the timelines fixed in the Service Level Support Response Time & Penalties (Clause No: 44) for installation/de-installation of POS machines and in attending & rectifying trouble shooting calls by Merchants. Any delay attracts levy of Liquidated damages/penalty by the Bank, as per Clause No 44 of this document.
- 5.26. The selected bidder/s is/are required to interact and integrate with other aggregators present in the market like Pinelabs, Innoviti, Ezetap etc for tapping the super retail merchant segment.

6. Participation methodology:

- 6.1. In this RFP either the authorized bidder on behalf of the Principal/OEM/OSD or Principal/OEM/OSD itself can bid but both cannot bid simultaneously for the same item/product. If participated, the bids of Principal/OEM/OSD and the authorized bidder/s are liable for rejection.

- 6.2. If a bidder bids on behalf of the Principal/OEM/OSD, the same bidder shall not submit a bid on behalf of another Principal/OEM/OSD in this RFP for the same solution.
- 6.3. If any product of Principal/OEM/OSD is being quoted in this RFP, the Principal/OEM/OSD cannot bid for any other Principal's/OEM's/OSD's product.
- 6.4. In the event of the bidder being not able to perform the obligations as per the provisions of the contract, the OEM/OSD/principal should assume complete responsibility on behalf of the bidder for providing end-to-end solution i.e., technology, personnel, financial and any other infrastructure that would be required to meet intent of this RFP at no additional cost to the bank. To this effect bidder should provide a dealer/distributor certificate for the proposed solution as per Annexure-15.

7. Pre-Qualification Criteria

- 7.1. Interested bidders, who Set Up, Manage and Operate Merchant Acquiring Business Through POS on Revenue Sharing Model Through RFP Process in Canara Bank a Period of Five Years and meeting the Pre-Qualification Criteria as per Annexure-2, may respond.
- 7.2. Non-compliance to any of the Pre-Qualification criteria would result in outright rejection of the bidder's proposal. The bidder is expected to provide proof for each of the points for Pre-Qualification evaluation. The proof provided must be in line with the details mentioned in "Documents to be submitted for Compliance". Any credential detail mentioned in "Pre-Qualification Criteria Compliance" not accompanied by relevant proof documents will not be considered for evaluation.
- 7.3. Canara Bank, reserves the right to verify/evaluate the claims made by the bidder independently and seek further clarifications without any limitation for verification/evaluation of claims. Any deliberate misrepresentation will entail rejection of the offer.

8. Scope of Work

- 8.1. The Broad Scope of work shall include but not be limited as mentioned in Annexure-8. Bidder has to conform compliance to the Scope of Work as mentioned in Annexure-8. The bidders are required to go through the complete RFP document thoroughly. The obligation / responsibilities mentioned elsewhere in the document, if any, shall be the integral part of the scope.

8.2. Project Completion and Management

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

9. Technical / Functional Requirements

The bidder shall comply with the Technical & Functional Specifications narrated in Annexure-9 and adhere to the guidelines issued by RBI and other Regulatory bodies related to Merchant Acquiring Business through PoS & other associated acquiring Channels on Revenue Sharing Model. The bidder should also maintain confidentiality of information shared with them during the tenure of the contract.

SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS

1. Project Timelines:

The timelines of implementation of the project shall be submitted along with the tender submission in the following format.

Stage	Activity	#Weeks Required for the activity	Cumulative Project duration (weeks)	Total Time period for completion of the Project
1	Submission of detailed Project Plan	2	2	Within 2 weeks of acceptance of purchase order to the Bidder
2	Completion of Certification Process	8	10	Within 10 weeks of acceptance of purchase order to the Bidder
3	Completion of UAT and submission of test reports	4	14	Within 14 weeks of acceptance of purchase order to the Bidder
4	Terminal Deployment at identified Merchant Sites	2	16	Within 16 weeks of acceptance of purchase order to the Bidder

The solution should be ready for deployment within 16 weeks from the date of acceptance of the purchase order to the bidder/s.

2. Integration & Interfaces

- 2.1. The selected bidder has to work with different application vendors in order to integrate new solution to the existing workload or new workloads during contract period.
- 2.2. The selected bidder has to work with different teams of Bank & application OEMs to understand the policies requirement and configurations of respective applications for the offered solution.

3. Security

- 3.1. The selected Bidder has to use standard procedures like hardening, dedicated configuration in order to comply security standards including cyber security.
- 3.2. The selected Bidder will ensure the software delivered is in conformity with security standards and is without any security vulnerability.
- 3.3. The Bank may conduct security audit in the proposed tools after complete implementation.
- 3.4. The selected Bidder has to do necessary changes in the configuration directed by security team of the Bank after security audits like VAPT, Code Audit etc., without disturbing the production and existing backed up copies and at no additional cost to the Bank.
- 3.5. The selected Bidder has to follow the industry best practices in configuration of Operating System and other Software.

- 3.6. Any kind of change like update, upgrades etc., in the system after complete installation will not lead into any commercial during contract period.
- 3.7. The selected Bidder should take adequate security measures to ensure confidentiality, integrity and availability of the information.
- 3.8. The selected Bidder is liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT/Information Security / Cyber Security Policy.
- 3.9. The selected Bidder will have to establish all the necessary procedures/ Infrastructure/ technology / personnel to ensure the Information System Security as per the guidelines prescribed by RBI and the policies of the Bank.

4. Acceptance

Bank will evaluate the offered Solution/Service implemented by the selected bidder. If the Solution/Service experiences no failures and functions according to the requirements of the RFP as determined by the Bank during the implementation period, then the solution will be accepted by the Bank and the project will be considered as deemed signed-off.

5. Penalties and Liquidity Damage:

- 5.1. Penalty for Service level: The penalty for the downtime will be calculated at Rs.10/- per hour subject to a maximum of Rs.100/- per month as Liquidated Damages/Penalty for downtime based on the downtime report submitted by the bidder on monthly basis.
- 5.2. For any delay in Installation of POS/EDC terminals, bidder shall be charged penalty for not adhering to the time schedule/TaT of installation/ installation/ repair/ replacement/ make terminal operational at the rate of Rs.100/- per day per POS/EDC terminal from the date of indent sharing till the date of installation subject to a maximum of Rs. 50,000/- (Rupees Fifty Thousand only) per month.
- 5.3. For any delay in commencement of operations beyond a period of 8 weeks from the date of issuing of the Purchase Order, a penalty of Rs. 10,000/- (Rupees Ten thousand only) per day will be charged from the vendor. In case the vendor fails to commence the operations within 10 weeks from the date of issuing of the Purchase Order, the Bank will have the option to cancel the Purchase Order and the Vendor shall forfeit the Bid Security and he shall be barred from participating in any future bids.
- 5.4. The liquidated damages/penalties shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Orders. Levying Liquidated damages is without prejudice to the Bank's right to levy any other penalty where provided for under in the contract.
- 5.5. All the Penalty/LDs are independent of each other and are applicable separately and concurrently.
- 5.6. Penalty/LD is not applicable for the reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the Bidder to prove that

the delay is attributed to the Bank or Force Majeure. The Bidder shall submit the proof authenticated by the Bidder and Bank's official that the delay is attributed to the Bank or Force Majeure along with the bills requesting payment.

If the delay is attributable to the Bank, or Force Majeure, or any other circumstances beyond the control of the Bidder then the Bank will extend the period of contract to the extent of delay without charging any Liquidated Damage.

6. Payment Terms

- 6.1. The rates mentioned in the order are per terminal per month and without any minimum Transaction Volume commitment and the payment will be made for the actual number of terminals deployed and is live as on the date of billing.
- 6.2. The Bidder must accept the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
- 6.3. The payments will be released/accepted only through NEFT / RGTS and the Successful Bidder/s has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.
- 6.4. The payment will be released after deducting applicable GST & TDS.
- 6.5. The GST and other taxes as notified by the Government from time to time will be paid on the Billing amount by the Bank.
- 6.6. The Bank is not liable to pay any other charges/taxes except as mentioned above what so ever.
- 6.7. The Payments will be made every month within 30 (Thirty) days of receipt of the invoices along with required MIS and any other clarification sought for by the Bank
- 6.8. All the payments will be in Indian Rupees only and not in any other Currency.
- 6.9. The Bank shall have the right to deduct TDS and/ or any other tax/statutory dues from all payments to be made to Vendor at the rates prescribed by the Government from time to time.
- 6.10. The entire expenditure incidental with Installation, Integration, connectivity and maintenance of the POS terminals and Switch including processing of the data/Transactions will be at the cost of the Vendor.
- 6.11. Payment terms shall be on a monthly basis, based on invoices provided to the Bank for the EDC/POS terminals deployed by the Vendor at Merchant location.
- 6.12. The Vendor will raise invoices for particular month for all the POS already installed during the past month and for all those POS installed on or by 15th of that month. The Vendor will also raise invoice for all de-installation instructions sent on or after 15th of the month to maintain uniformity in the billing process.

- 6.13. Similarly, Vendor will not raise invoices for the POS installed after 15th of that month. Vendor will also not raise invoice for all de-installation instructions sent on or by 15th evening of the month to maintain uniformity in the billing process. The MIS provided for recovery of rental if any for the POS installed shall have the above criterion. Invoices submitted by the Vendor must accompany terminal wise downtime report with status and date of installation mentioned
- 6.14. The Bank shall have the right to withhold any payment due to the Vendor, in case of delays on the part of the Vendor. Such withholding of payment shall not amount to a default on the part of the Bank till the reasons for defaults are addressed by the Vendor to the satisfaction of the Bank.
- 6.15. The payments will be released only through NEFT/RTGS and Vendor has to provide necessary Bank Account Details like Account No., Bank's Name with Branch, IFSC Code etc.
- 6.16. The Bank shall have the right to deduct TDS and/ or any other tax/statutory dues at the rates prescribed by the Government from time to time or penalty or amount due from the Vendor to the bank, from all payments to be made to the Vendor.
- 6.17. The Vendor shall provide the details of its GST registration and Permanent Account Number allotted by Income Tax Department.
- 6.18. The Bank will not pay any charges to the Vendor for implementing the software in the test environment and/ or at the Disaster Recovery Site of the Vendor.
- 6.19. Bank will not pay any amount in advance.

7. Scope involved during Contract period

During the period of contract, the selected Bidder shall perform the following:

- 7.1. The selected Bidder should inform Bank about all release/version change of patches/ upgrades/ updates of software/ OS/ middleware etc., as and when released by the selected Bidder /OSD.
- 7.2. If any software, license updates provided by the OSD as free of cost, it should be provided and installed & configured by the selected Bidder free of cost to the Bank during Contract Period.
- 7.3. Any corruption in the software/License/media shall be rectified during the full period of the contract, at no extra cost to the Bank.
- 7.4. The support shall be given in person/email/fax/tele/remote access.
- 7.5. Only licensed copies of software shall be supplied. The selected Bidder shall grant an irrevocable perpetual license to the Bank to use the software. Further, all software supplied shall be of latest version.

- 7.6. The selected Bidder shall provide centralized complaint booking/lodging facility to the bank and the dash board shall be provided to the Bank. The method of booking complaints shall be E-mail, Toll-free no, on line portal, web, etc.
- 7.7. During the Warranty and ATS period, the Bidder should extend On Site Service and Support whenever and wherever required. The scope of Warranty and ATS shall include:
 - 7.7.1 Rectification of Bugs/defects if any
 - 7.7.2 Product upgrades & enhancements
 - 7.7.3 Compliance, Statutory and Regulatory updates
 - 7.7.4 Patches
 - 7.7.5 Remediation of the VAPT observations etc.
 - 7.7.6 Providing APIs for consumption by Bank MIS/ Data warehouse
- 7.8. Escalation matrix as per Annexure-13 should be provided for post-delivery operational support, technical support, project related issues, etc.
- 7.9. The selected bidder to provide dedicated onsite resources for monitoring of the project/operational issues without any cost to the bank.

8. Local support

- 8.1. The Support should be for an unlimited number of incidents reported to the selected Bidder and they have to provide a practical solution to resolve the issue. The support should be provided over phone, E mail web based, in person, if required. All escalations will be attended / responded-promptly not later than 30 minutes of reporting.
- 8.2. The Bidder is responsible for providing Incident Management for offered solution. Bidder is responsible for providing practical solution for resolution of the issues and implementation of the same to resolve the issue.
- 8.3. The Bidder will be responsible for attending complaints during all hours on 24x7x365 basis during contract period.
- 8.4. Support has to cover /solve day-to-day issue while using the supplied tools in our environment like resolving the issues related to incident, security threat, signature updates, daily updates, product related issues and any other issues to the Bank as per SOW/SLA at no extra cost.

8.5. Service level support response time should be followed as mentioned below:

Area Type	Support Response Time (Repair/Replacement of Equipment Response)	Support Response Time Installation / De installation of PoS
Metro	24 Hours	3 Days
Urban	36 Hours	5 Days
Semi Urban	48 Hours	7 Days
Rural	72 Hours	8 Days

9. Documents, Standard Operating Procedures and Manuals

All related documents, manuals, Standard Operating Procedures (SOPs), best practice documents and information furnished by the Bidder shall become the property of the Bank.

10. Subcontracting

The selected Bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the selected Bidder under the contract without the prior written consent of the Bank. The selected Bidder should not sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (refer: F/No.6/18/2019-PPD dated 23/07/2020 of Public Procurement Division, Department of Expenditure, Ministry of Finance). Any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws

11. Right to Audit

11.1. The selected Bidder (Service Provider) has to get itself annually audited by internal/external empaneled Auditors appointed by the Bank/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/such auditors in the areas of products (IT hardware/software) and services etc., provided to the Bank and the Service Provider is required to submit such certification by such Auditors to the Bank. The Service Provider and or his/their outsourced agents/subcontractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.

- 11.2. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- 11.3. The Service Provider shall, whenever required by the Bank, furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/or retain for any relevant material information/reports including auditor review reports undertaken by the service provider (e.g., financial, internal control and security reviews) and findings made on Selected Bidder in conjunction with the services provided to the Bank.

SECTION D - BID PROCESS

1. Clarification to RFP and Pre-Bid Queries

- 1.1. The Bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The Bidder s 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 the below mentioned format.

Sl. No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder 's Query
1					
2					
3					
4					
5					
-					

- 1.2. All communications regarding points requiring clarifications and any doubts shall be given in writing to The Deputy General Manager, Canara Bank, Centralized Procurement & Vendor Management Vertical, IT Wing, HO (Annex), #14, Naveen Complex, MG Road, Bengaluru -560001 in email to dittenders@canarabank.com by the intending Bidder s as per the bid schedule.
- 1.3. No queries will be entertained from the Bidder s after the due date and time mentioned in the RFP document.
- 1.4. No oral or individual consultation will be entertained.

2. Pre-Bid meeting

- 2.1. A pre-bid meeting of the intending Bidder s will be held on the date & time and at the venue specified in the RFP document to clarify any point/doubt raised by them in respect of this tender. No separate communication will be sent for this meeting.
- 2.2. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested Bidder s 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.
- 2.3. Bank has the discretion to consider any other queries raised by the Bidder 's representative during the pre-bid meeting.

- 2.4. 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 Bidder s in the meeting.
- 2.5. The Bank will consolidate all the queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's website (<https://canarabank.com/tenders.aspx>). 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 Bidder s.
- 2.6. Non reply to any of the queries raised by the Bidder s during pre-bid Meeting shall not be considered as acceptance of the query/issue by the Bank.

3. Amendment to Bidding Document

- 3.1. 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.
- 3.2. Notification of amendments will be made available on the Bank's website only (i.e., www.canarabank.com) and will be binding on all Bidder s and no separate communication will be issued in this regard.
- 3.3. In order to allow prospective Bidder's 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.

4. Bid System Offer

This is two bid system which has following 2 (two) parts:

- 4.1. **Technical Proposal**: Indicating the response to the Qualification Criteria, Scope of Work and other terms & conditions for Selection of this RFP.
- 4.2. **Commercial Bid**: Furnishing all relevant information as required as per Bill of Material (Annexure-14) of this RFP. The format for submission of Commercial bid (indicative) is as per **Appendix-B**.

5. Preparation of Bids

5.1. Technical Proposal

- 5.1.1. Before submitting the bid, the Bidder s should ensure that they confirm to the Qualification criteria as stated in **Annexure-2** of this RFP. Only after satisfying themselves of the Qualification criteria, the Offer should be submitted.
- 5.1.2. It is mandatory to provide the compliance to Scope of Work in the exact format of Annexure-8.

- 5.1.3. The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.
- 5.1.4. If any part of the technical/functional requirements offered by the Bidder is different from the technical/functional requirements sought in the RFP, the Bidder has to substantiate the same in detail, the reason of their quoting different technical/functional requirements than what is sought for, like better feature or non-availability/ feasibility of the technical/functional requirements quoted by Bank, invariably to process the technical offer.
- 5.1.5. The Bank shall not allow / permit changes in the technical/functional requirements once it is submitted.
- 5.1.6. The relevant solution information, brand, and solution offered, printed product brochure, technical/functional specification sheets etc. should be submitted along with the Offer. Failure to submit this information along with the offer may result in disqualification.
- 5.1.7. The Technical Proposal should be complete in all respects and contain all information sought for. Masked Bill of Material must be attached in Technical Offer and should not contain any price information. Technical Proposal should be complete and should cover all products and services. Technical Proposal without masked Bill of Materials will be liable for rejection
- 5.1.8. Masked Bill of Material which is not as per below instruction may make Bid liable for rejection:
- 5.1.8.1. Should be replica of Bill of Material except that it should not contain any price information (with Prices masked).
- 5.1.8.2. It should not provide any price information like, unit price, tax percentage, tax amount etc.

5.2. Commercial Bid

- 5.2.1. Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. The Commercial Bid should give all relevant price information including taxes as per Annexure-14. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.
- 5.2.2. The Bill of Material must be attached in Technical Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal and Commercial Bid, except that the Technical Proposal should not contain any price information

(with Prices masked). Any change in the Bill of Material format may render the bid liable for rejection.

- 5.2.3. 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.
- 5.2.4. 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.
- 5.2.5. The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank in Annexure-14.
- 5.2.6. The Commercial Bid (Indicative) of only those bidders who are qualified in Part-B Technical Proposal will be opened offline.

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

- 6.1. The Bidder shall furnish Non interest earning Earnest Money Deposit (EMD) amount as mentioned in the Bid Schedule by way of Demand Draft drawn on any Scheduled Commercial Bank in India in favour of Canara Bank, payable at Bengaluru.
- 6.2. In case the EMD is submitted in the form of Bank Guarantee the same should be valid for the bid offer validity with additional claim period of 3 months from the last date for submission of offer. Bank at its discretion can demand for extension for the validity of EMD. The format for submission of EMD in the form of Bank Guarantee is as per Appendix-D.
- 6.3. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Canara Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). The format for submission of EMD in the form of Bank Guarantee is as per Appendix-D. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be rejected summarily.
- 6.4. The Bidder has the provision to remit the Earnest Money Deposit through online mode to below mentioned account for this RFP:

Account Name : DIT Procurement
Account No : 0792201002351
IFSC Code : CNRB0000792
Narration : EMD FOR <RFP REF NO.>

Bidder s are requested to clearly mention the Name of the Firm with RFP No. in the Narration field.
- 6.5. Non submission of EMD with Technical Proposal leads to rejection of Bid.
- 6.6. The EMD of the Bidder s not qualified under Technical Proposal will be returned within 15 days after opening the Commercial Proposals of the

Bidders qualified under Technical Proposal. The EMD of Technically Qualified Bidders except the selected Bidder will be returned within 30 days after opening the Commercial Proposals of the Bidders qualified under Technical Proposal. The EMD of the selected Bidder will be returned within 15 days after submission of Performance Security.

6.7. The EMD may be forfeited/ Bank Guarantee may be invoked:

6.7.1. If the Bidder withdraws or amends the bid during the period of bid validity specified in this document.

6.7.2. If the selected Bidder fails to accept the purchase order within 7 days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the RFP.

7. Software Version

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

8. Documentation

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

9. Costs & Currency

The Offer must be made in Indian Rupees only as per Bill of Material (Annexure-14).

10. Erasures or Alterations

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

11. Assumptions/Presumptions/Modifications

The Bank would like to expressly state that any assumption, presumptions, modifications, terms, conditions, deviation etc., which the Bidder includes in any part of the Bidder's response to this RFP, will not be taken into account

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

12. Submission of Bids

- 12.1.1. The sealed envelope containing the response to RFP along with the required documents shall be super scribed on the top of the envelope “**Set Up, Manage And Operate Merchant Acquiring Business Through POS on Revenue Sharing Model Through RFP Process in Canara Bank** “in response to RFP 01/2023-24 dated 11/07/2023” The Name and address of the bidder should also be specifically mentioned on the top of the sealed envelope. The RFP response should be deposited in the Tender Box at the Place, Venue, Date and Time mentioned in Bid Schedule.
- 12.1.2. If the last day of submission of bids is declared as a holiday under NI Act by the Government subsequent to issuance of EOI, the next working day will be deemed to be the last day for submission of the EOI. The Bid/s which is/are deposited after the said date and time shall not be considered.
- 12.1.3. Bids sent through post/courier will not be accepted/evaluated. No offer will be accepted directly.
- 12.1.4. If envelope containing bid documents is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid's misplacement or premature opening.
- 12.1.5. The following officials will facilitate in bid related queries and make arrangements for deposit of bid documents.

First Official	Alternate Official
Senior Manager Canara Bank Centralized Procurement & Vendor Management Vertical, IT Wing, First Floor, Naveen Complex, 14 M G Road, Bengaluru - 560 001. Tel - 080 25590070	Divisional Manager Canara Bank Centralized Procurement & Vendor Management Vertical, IT Wing, First Floor, Naveen Complex, 14 M G Road, Bengaluru - 560 001. Tel - 080 25590832

- 12.1.6. The Name and address of the Bidder, RFP No. and Due Date of the RFP are to be specifically mentioned on the Top of the envelope containing physical documents.

13. Bid Opening

- 13.1. RFP will be opened in the presence of the Bidder's representative/s who may choose to attend the bid opening as per Bid Schedule.
- 13.2. Bidder's representative may be present in the place and venue well in time along with an authorization letter in hand for each bid opening under this RFP, as per the format (Appendix-C) enclosed.

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

- 13.3. 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.
- 13.4. 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 bids will be accepted on the next working day.
- 13.5. The following details will be announced at the time of bid opening.
- 13.5.1. Name of the Bidders.
- 13.5.2. Presence or absence of EMD.
- 13.5.3. Such other details as the Bank at its discretion may consider appropriate.
- 13.6. 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 - Technical Proposal in their absence.
- 13.7. The **Technical Proposal** submitted by the bidder will be evaluated based on the documents submitted as per Appendix-A. The **Commercial Proposal** of only those bidders who qualified in **Technical Proposal** will be opened with due communication by the bank.
- 13.8. The Commercial Bid of only those bidders who are qualified in **Technical Proposal** will be opened for further evaluation.

SECTION E - SELECTION OF BIDDER

1. Preliminary Scrutiny

- 1.1. 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.
- 1.2. 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 bidding document is submitted without any deviations.

2. Clarification of Offers

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

3. Evaluation of Bids

- 3.1. The Bank will evaluate the bids submitted by the Bidder s under this RFP. The bids will be evaluated by a committee of officers of the Bank. If warranted, the Bank may engage the services of external consultants for evaluation of the bids. It is Bank's discretion to decide at the relevant point of time.
- 3.2. **Technical Proposal:**
 - 3.2.1. The technical proposals submitted by the Bidder s will be evaluated based on the documents submitted as per **Appendix-A**. Bank will seek clarifications, if required.
 - 3.2.2. Bank will evaluate the responses provided by the Bidder s for compliance to Scope of Work, Technical evaluation criteria and other terms & conditions as stipulated in the RFP.
 - 3.2.3. The Bidders/Consultants should score minimum 70% marks in Technical evaluation criteria (Annexure-9) to qualify under Technical Proposal evaluation.

3.3. Commercial Bid:

The Commercial Bid of only those bidders who qualified in Technical Proposal will be opened and will be evaluated.

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

3.4.1. The Bank reserves the right to call for a presentation on the features and functionalities as a Part of Technical Proposal evaluation.

3.4.2. The Bank at its discretion call for providing of Proof of Concept (PoC) of proposed solution at the location which is identified by the Bank. Hence, Bidder is required to arrange the required software in prior and need to submit the pre-requisites document in order to complete the POC within 10 Days.

3.4.3. Bidders/Consultants are further required to be in preparedness to demonstrate the proposed solution/services by arranging for service delivery walk-through at their own installations/principals/ R&D labs duly meeting the specific requirements/issues raised by the Bank. As a part of the technical evaluation the Bank may at its discretion, request either all Bidders/Consultants or any of them to arrange for the demonstration of their solution/services more than once if felt necessary before.

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

3.4.5. Bidder has to complete the Proof of Concept (POC) of the proposed Solution/Services within the time limit which is defined by Bank.

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

3.4.7. The presentation/document shared during the presentation/POC shall form the integral part of the offer made by the Bidder and features mentioned therein should be delivered as part of the offer by the Bidder at no extra cost to Bank, irrespective of the fact that such features are explicitly mentioned in the Bid or not.

4. Normalization of Bids

4.1. 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;

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

OR

4.1.2. Revised submissions of the entire bid in the whole

4.2. 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.

4.3. The shortlisted Bidders/Consultants, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

5. Intimation to Qualified/Successful Bidders/Consultants:

5.1. The Bank will prepare a list of qualified bidders at each stage on the basis of evaluation of Part A - Technical cum Eligibility Proposal and Part B - Commercial Bid (Indicative). The names of qualified bidders at each stage would be announced. Commercial Bids of only technical qualified bidders shall be opened. Final list of the bidders (L1, L2 etc.) will be announced as indicated above. No separate intimation will be sent to successful Bidder.

6. Commercial Evaluation and Selection of Bidder:

6.1. The L1 bidder will be determined on the basis of the lowest price quoted.

6.2. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.

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

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

6.5. The bidder who has quoted the lowest Total Cost of Ownership (TCO) will be declared as L1 Bidder, further the Bidder who has quoted the second

lowest will be declared as L2 Bidder and in the same way L3, L4, so on.

- 6.6. For Award of contract, Purchase Preference Clause mentioned in the bid shall be applicable in addition to other provisions in the Bidding Document in this regard.
- 6.7. As Bank is intending to select three service providers for delivery of PoS terminals, after selection of L1 Bidder, Bank will give the opportunity to L2 & L3 Bidders to match the price of L1 Bidder and to share the services to be provided to Canara Bank. If L2 & L3 Bidders match the Prices of L1, then Bank will enter into contracts with all 3 bidders separately by placing order and signing the agreement with them. If L2/L3 Bidder does not match the price of L1 then the opportunity for matching the L1 price will be given to L4, L5 and... so on and same procedure will follow. The second and Third Bidders who has accepted the price of L1 will be called selected bidder along with the L1 Bidder.
- 6.8. The Distribution of contract will be in the ratio of 50:30:20 among L1, 2nd selected Bidder and 3rd selected Bidder respectively.
- 6.9. If only one Bidder matches the Prices of L1, then Bank will enter into contract with Two Bidder (with L1 and the only Bidder matching the L1 Price) separately by placing order and signing the agreement with them.
- 6.10. In case only one Vendor matches the Prices then the delivery of PoS contract will be in the ratio of 60:40 among L1, 2nd selected Bidder respectively.
- 6.11. If none of the bidder matches the L1 price, Bank reserves the right to place order on L1 bidder only.
- 6.12. Bank at its discretion may float bids in future to select more vendors.
- 6.13. Bank reserves the right to decide on PoS terminal deployment pattern among the selected bidder/s as per Bank's requirement. Bank's decision in this regard will be final and binding on the selected bidder/s.
- 6.14. The selected bidders 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 Bidders shall be the date of acceptance of the order by the bidders.
- 6.15. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidders.
- 6.16. The period of contract shall commence from the date of execution of the contract by the bidders
- 6.17. The Shortlisted bidder/s will be required to supply the solution along with the hardware to various branches / Offices of the Bank at the rates not higher than the agreed rate finalized under this BID.

SECTION F - OWNERSHIP & AWARDING OF CONTRACT

1. 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.

2. Proposal Ownership

The proposal and all supporting documentation submitted by the Bidder shall become the property of the Bank. As the Bidder's proposal is central to the evaluation and selection process, it is important that, the Bidder carefully prepares the proposal as per the prescribed format only. Under no circumstance, the format can be changed, altered or modified. Bidders/Consultants must provide categorical and factual replies to specific questions. Bidders/Consultants 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.

3. Project Ownership

3.1. If the Bidder is offering solutions/products from other Bidder s/principals, as required in this RFP, they shall detail the responsibilities of the parties involved and also submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the project. The Bidder must specify any and all relationships with third parties in respect of the ownership and also maintenance & support of all hardware and software related to Solution which are relevant to this RFP.

3.2. Ownership letter by the Bidder to be submitted (Undertaking letter by the Bidder taking the ownership of the project execution) in case third party also involved in project execution either fully or partially. The Bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership.

3.3. The Bidder also has to submit a certificate/Letter from OEM that the proposed services any other related software offered by the Bidder to the Bank are correct, viable, technically feasible for implementation and it will work without any hassles.

4. Acceptance of Offer

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

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

4.3. 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.

- 4.4. 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.

5. Award of Contract

- 5.1. The bidder/s whose Commercial bids is/are accepted by the bank will be referred to as the successful Bidder/s and Bank will notify the name of the successful Bidder/s by display in the Notice Board of the Bank/Banks website.
- 5.2. The contract shall be awarded and the order shall be placed on selected Bidders.
- 5.3. The successful Bidder/s 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 successful Bidder/s shall be the date of acceptance of the order by the bidder.
- 5.4. Bank reserves its right to consider at its sole discretion the late acceptance of the order by successful Bidder/s Effective Date
- 5.5. 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.
- 5.6. Failure to accept the order within seven days from the date of receipt of the order, makes the EMD liable for forfeiture at the discretion of the Bank.

6. Project Execution

The entire project needs to be completed expeditiously. 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 Bidder should have prior experience in implementing similar project. Project Kick-Off meeting should happen within 7 days from the date of acceptance of purchase order. The Bidder shall submit a Weekly progress report to the Bank as per format, which will be made available to the selected Bidder.

7. Fixed Price

The prices quoted in the tender response will be fixed for the period of the contract. The price should be exclusive of all taxes and levies which will be paid by the Bank at actual.

8. Expenses

It may be noted that Bank will not pay any amount/expenses/charges/fees/traveling expenses/boarding expenses/lodging/ expenses/conveyance expenses / out of pocket expenses other than the "Agreed Professional/Consultancy Fee".

9. Security Deposit / Performance Bank Guarantee

9.1. The successful Bidder should submit a Security Deposit / Performance Guarantee as specified in Bid Schedule within 15 days from the date of acceptance of the Purchase Order.

9.2. Security Deposit should be submitted by way of DD drawn on Canara Bank payable at Bengaluru / Bank Guarantee may be obtained from any of the Scheduled Banks (other than Canara Bank).

9.3. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Canara Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). However, it should be as per **Appendix-D**. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be summarily rejected.

9.4. Security Deposit/Performance Bank Guarantee should be valid for Total Contract Period from the date of acceptance of order and shall be retained till the completion of Contract period. The guarantee should also contain a claim period of Three months from the last date of validity.

9.5. 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 contract period.

9.6. The security deposit / bank guarantee will be returned to the Bidder on completion of Contract Period.

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

10. Execution of Agreement

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

10.2. 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. 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.

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

11. Pricing & Payments

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

11.2. From the date of placing the order till the delivery of the systems, if any changes are brought in the duties such as excise/customs etc., by the Government resulting in reduction of the cost of the systems, the benefit arising out of such reduction shall be passed on to the Bank

12. Order Cancellation/Termination of Contract

12.1. 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:

12.1.1. Delay in delivery of services in the specified period.

12.1.2. Serious discrepancies noted in the inspection.

12.1.3. Breaches in the terms and conditions of the Order.

12.2. 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:

12.2.1. Non submission of acceptance of order within 7 days of order.

12.2.2. Excessive delay in execution of order placed by the Bank.

12.2.3. The selected Bidder commits a breach of any of the terms and conditions of the bid.

12.2.4. The Bidder goes in to liquidation voluntarily or otherwise.

12.2.5. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.

12.2.6. The progress made by the selected Bidder is found to be unsatisfactory.

12.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

12.2.8. If found blacklisted by any Govt. Department / PSU / other Banks / CERT-In, during the course of contracted period.

- 12.2.9. Non satisfactory performance of the Project in terms of affecting the Core Systems of the Bank or the Core Business of the Bank and the functioning of the Branches/Offices of the Bank.
- 12.3. Bank shall serve the notice of termination to the Bidder at least 30 days prior, of its intention to terminate services without assigning any reasons.
- 12.4. In case the selected Bidder fails to conduct an event as per stipulated schedule, the Bank reserves the right to get it conducted by alternate sources at the risk, cost and responsibility of the selected Bidder by giving 7 days' prior notice to the Bidder.
- 12.5. 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-month 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 to carry out for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- 12.6. 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.
- 12.7. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Bidder towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

SECTION G - GENERAL CONDITIONS

1. General Order Terms

Normally, the Order will be placed on the selected 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/Consultants 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 to place orders or otherwise under such situation shall rest with the Bank and the decision of the Bank shall be final.

2. Roles & Responsibility during Project Implementation

- 2.1. All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning maintenance during contract period shall be provided by the selected Bidder at no extra cost to the Bank for completing the scope of work as per this RFP.
- 2.2. 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-Bidder s.
- 2.3. 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.
- 2.4. The selected Bidder has to resubmit the Undertaking of Authenticity for the proposed solution as per Annexure-12 along with invoice.

3. Responsibilities of the Selected Bidder

- 3.1. 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 the contract period.
- 3.2. 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.
- 3.3. 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.

4. Human Resource Requirement

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

- 4.1. 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.
- 4.2. 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.
- 4.3. 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.
- 4.4. 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.
- 4.5. 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.
- 4.6. The Bidder has to submit following KYC documents for onsite/Offsite engineer:
 - 4.6.1. Resume latest (Candidate Photograph should be part of Resume only) and Print should be in color only.
 - 4.6.2. Address Proof (Local and Permanent)- Duly attested photocopy by candidate and Bidder HR
 - 4.6.3. Aadhaar Card - Duly attested photocopy by candidate and Bidder HR
 - 4.6.4. Relieving Certificate of Previous employer - Duly attested photocopy by candidate and Bidder HR
 - 4.6.5. Passport - Duly attested photocopy by candidate and Bidder HR
 - 4.6.6. Background Police Verification report - Duly attested photocopy by candidate and Bidder HR
- 4.7. The selected Bidder shall extend all of the outsourced banking and financial services by deploying such personal that have high integrity and meet the qualifications and other criteria stipulated by the Reserve Bank

of India, Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948.

5. Responsibility for Completeness

- 5.1. The selected Bidder shall ensure that the services provided meets all the technical and functional requirements as envisaged in the scope of the RFP.
- 5.2. The selected Bidder shall deliver the services as per Technical specification and Scope of Work described elsewhere in the RFP and arrange for user level demo at selected Bidder 's cost as per accepted time schedules. The selected Bidder is liable for penalties levied by Bank for any deviation in this regard. The selected Bidder shall provide for all drivers/software required to install, customize and test the system without any further charge, expense and cost to Bank.
- 5.3. 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.

6. 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 & other items provided to the Bank under this RFP and the selected Bidder shall extend all cooperation in this regard.

7. 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.

8. Assignment

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

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

9. Publicity

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

10. Insurance

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

11. Guarantees

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

12. Intellectual Property Rights

12.1. 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.

12.2. 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.

12.3. 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.

12.4. The Bidder acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Hardware/Software.

13. Confidentiality and Non-Disclosure

13.1. The selected 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. The selected 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 selected Bidder shall furnish an undertaking as given in **Annexure-6**.

13.2. 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.

14. Indemnity

14.1. 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:

14.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the Bidder;

- 14.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the Bidder;
- 14.2. 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 service provided by them.
- 14.2.1. All indemnities shall survive notwithstanding expiry or termination of the contract and Bidder shall continue to be liable under the indemnities.
- 14.2.2. The limits specified in above 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.
- 14.2.3. All Employees engaged by the Bidder shall be in sole employment of the Bidder and the Bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the Bidder.

15. Force Majeure

- 15.1. 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 Bidder, i.e., Force Majeure.
- 15.2. 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, insurrections, riots, earth quake 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.
- 15.3. 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.

In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the 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.

16. Responsibilities of the Bidder

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

- 16.1.** 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.
- 16.2.** The prices in the bid have not been disclosed and shall not be disclosed to any other Bidder of this RFP.
- 16.3.** No attempt by the Bidder to induce any other Bidder to submit or not to submit a bid for restricting competition has occurred.
- 16.4.** Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with CANARA BANK. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.
- 16.5.** The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all software and hardware to be supplied in response to this RFP shall meet the requirement of the solution proposed by the Bidder. The Bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfill all the terms and conditions of this RFP.
- 16.6.** The selected Bidder should abide by guidelines issued by RBI Master Direction on Outsourcing of IT Services.
- 16.7.** The selected Bidder should also abide by the provisions of Digital Data Protection Bill.

17. Corrupt and Fraudulent Practices

- 17.1. 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:
- 17.2. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution and "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.
- 17.3. 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.
- 17.4. 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.
- 17.5. The decision of Bank in determining the above aspects will be final and binding on 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.
- 17.6. 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.
- 17.7. The selected Bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for Supply, Implementation, Migration and Support of the Solution by the Bank.

18. Adoption of Integrity Pact

- 18.1. The Pact essentially envisages an agreement between the prospective Bidders/Consultants and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.
- 18.2. Only those Bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.

- 18.3. The Bidder s shall submit signed Pre-Contract integrity pact as per **Appendix-G** along with Technical Proposal. Those Bids which are not containing the above are liable for rejection.
- 18.4. Foreign Bidder s to disclose the name and address of agents and representatives in India and Indian Bidders/Consultants to disclose their foreign principles or associates.
- 18.5. Bidders/Consultants to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidder s to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- 18.6. 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 Bidder s and exclusion from future business dealings.
- 18.7. The Integrity Pact Agreement submitted by the Bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e., the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.
- 18.8. 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 Bidder s and exclusion from future business dealings.
- 18.9. Integrity pact shall be signed by the person who is authorized to sign the Bid.
- 18.10. The Name and Contact details of the Independent External Monitor (IEM) nominated by the Bank are as under:

Sri. Rakesh Jain Email:rakeshjain18@hotmail.com	Sri. D R S Chaudary Email:dilip.chaudhary@gmail.com
--	--

19. Amendments to the Purchase Order

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 and mutually agreed by the parties.

20. Amendments to the Agreement

Once 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 and mutually agreed by the parties.

21. 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.

22. Social Media Policy

22.1. No person of the bank or the contractors and third parties shall violate the social media policy of the bank.

22.2. The following acts on the part of personnel of the bank or the contractors and third parties shall be construed as violation of social media policy:

22.2.1. Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.

22.2.2. Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of social media related systems and procedures.

22.2.3. Any unauthorized use or disclosure of Bank's confidential information or data.

22.2.4. Any usage of information or data for purposes other than for Bank's normal business purposes and / or for any other illegal activities which may amount to violation of any law, regulation or reporting requirements of any law enforcement agency or government body.

23. Resolution of Disputes

All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract or in the discharge of any obligation arising under this Contract (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 parties failing to consent upon a single arbitrator than BOTH PARTIES shall approach Court of Law for the appointment of sole arbitrator as provided under the Arbitration and Conciliation Act 1996. Place of Arbitration shall be Bengaluru, INDIA which will be governed by Indian Arbitration and Conciliation Act 1996. Proceedings of Arbitration shall be conducted in English language only.

24. Legal Disputes and Jurisdiction of the court

24.1. 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.

- 24.2. All disputes and controversies between Bank and selected 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.

SECTION H- PURCHASE PREFERENCE

Purchase Preference to Micro and Small Enterprises (MSEs), Start-ups and Purchase Preference linked with Local Content (PP-LC) shall be applicable subject to full compliance of other terms and conditions of the RFP and Contract. Following are the conditions applicable as per the Government of India Guidelines on Purchase Preference.

1. Micro & Small Enterprises [MSEs]:

Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification no. D.L.-33004/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the Government of India Guidelines

- MSEs should provide proof of their being registered as MSE for the item under RFP along with their offer, with any agency mentioned in the Notification, including:
 - 1..1. District Industries Centres or
 - 1..2. Khadi Village Industries Commission or
 - 1..3. Khadi & Village Industries Board or
 - 1..4. Coir Board or National Small Industries Corporation or
 - 1..5. Directorate of Handicrafts & Handloom or
 - 1..6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
 - 1..7. Udyam Registration Certificate
- MSEs are exempted from paying EMD, subject to furnishing of Valid certificate for claiming Exemption.
- Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of two years from being eligible to submit Bids for contracts with Canara Bank as per Annexure-4.
- The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.
- The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.

2. Start-up:

- Applicable for Indian Bidder s only as defined in gazette notification no. D.L-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.
- As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Start-ups [whether Micro & Small Enterprises (MSEs)

or otherwise] subject to meeting of the quality and technical specifications specified in RFP document.

- Further, the Start-ups are also exempted from submission of EMDs.
- For availing the relaxations, Bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the Bidder 's company/firm) and notary public with legible stamp.
- Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of two years from being eligible to submit Bids for contracts with Canara Bank as per Annexure-4.

3. Procurement through Local Suppliers (Make in India):

Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 has notified revised guidelines to be followed to promote manufacturing and production of goods and services in India under "Make in India" initiative.

- "Local content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- "Class-I Local Supplier" means a supplier or service provider whose goods, services or works offered for procurement meets the minimum local content as prescribed for Class-I local supplier under this order.
- "Class -II Local Supplier means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class -II Local supplier' but less than that prescribed for 'Class -I Local supplier' under this order.
- 'Non-Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement has local content less than that prescribed for 'Class-II Local Supplier' under this order.
- The 'local content' requirement to categorize a supplier as 'Class I Local Supplier' is minimum 50%. For 'Class-II Local supplier' the 'local content' requirement is minimum 20%.
- The margin of Purchase preference shall be 20%.
- Purchase preference for local supplier, self-certification, compliance, monitoring and other terms & conditions shall be as per the aforesaid Guidelines/Notifications. The Guidelines may be treated as an integral part of the RFP documents.

- The 'Class -I Local supplier'/'Class -II Local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class -I Local supplier'/'Class-II Local supplier' as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- In cases of procurement for a value in excess of Rs.10 Crores, the 'Class-I Local supplier'/'Class -II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost account or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules issued by the Ministry of Finance for which a Bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- All the relevant documents/information regarding claim for preferential treatment under this policy must be submitted along with offer by the tenderers. Post tender submission of these information/documents shall not be considered. Further firms seeking these considerations shall be completely responsible for the truthfulness and authenticity of their claim for these benefits.
- The Bidder s complying with all the guidelines in this regard and providing supporting documents along with the bid can only participate in this bid.

Canara Bank shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain complete back up calculation.

Place: Bengaluru

Deputy General Manager

Date: 11/07/2023

Annexure-1
Bid Covering Letter
[On Firm's / Company's letter head]

Reference No:

Date:

The Deputy General Manager,
Canara Bank,
Centralized Procurement & Vendor Management Vertical,
Department of Information and Technology,
Naveen Complex, 14 M G Road,
Bengaluru - 560 001, Karnataka

Dear Sir,

SUB: RFP for Set Up, Manage and Operate Merchant Acquiring Business Through POS on Revenue Sharing Model.

Ref:

We have examined the above-mentioned RFP document including all annexures the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/modifications/amendments, if any, furnished by the Bank and we, the undersigned, offer for subject items are in conformity with the said RFP in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

The undersigned is authorized to sign on behalf of the Bidder Company and the necessary supporting documents delegating this authority is enclosed to this letter.

If our offer is accepted, we undertake to complete the formalities of deliverables as per timelines mentioned in the RFP for each ordered locations.

If our offer is accepted, we undertake to provide Technical consultancy / Service support / Guidance for the specified scope as per the above referred RFP, during contract period. We enclose a Demand Draft /Bank Guarantee in lieu of EMD as per RFP in favor of Canara Bank as EMD or Exemption certificate in lieu of EMD.

We agree to abide by this offer till 180 days from the date of Commercial Bid opening and for such further period as mutually agreed between the bank and selected Bidder, and agreed to in writing by the selected Bidder. We also agree to keep the Earnest Money Deposit/Bank Guarantee in lieu of EMD during the entire validity period of the RFP. However, if we withdraw our offer within the said validity period, you shall have the right to forfeit the EMD/invoke the Bank Guarantee in lieu of EMD, without reference to us. We agree to abide by and fulfil all the terms and conditions of the RFP and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in RFP together with the return acceptance of the contract.

We accept all the Instructions, Terms and Conditions and Scope of Work of the subject RFP. We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive without assigning any reason whatsoever.

We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in shortlisting of Bidder s.

We will not sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (refer: F/No.6/18/2019-PPD dated 23/07/2020 of Public Procurement Division, Department of Expenditure, Ministry of Finance). We further understand that any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

We also confirm that, we will not sub contract part or complete assignment Consultancy to any other agency or individual without obtaining prior permission of the Bank.

All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process. Bank reserves the right to verify /evaluate the claims made by the Bidder independently.

We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Date

Signature with seal

Name:

Designation:



Annexure-2
Pre-Qualification Criteria

[On Firm's / Company's letter head]

SUB: RFP for Set Up, Manage and Operate Merchant Acquiring Business Through POS on Revenue Sharing Model.

Ref:

We have carefully gone through the contents of the above referred RFP along with replies to prebid queries & amendment, if any and furnish the following information relating to Qualification Criteria.

Sl. No.	Qualification Criteria	Documents to be submitted In compliance with Qualification Criteria	Bidders Response
1.	Signing of Pre-Contract Integrity Pact	The Bidder should submit signed Pre-Contract Integrity Pact on Non-Judicial Stamp Paper of Rs.200/- or more (as per respective state Stamp Act) as per Appendix-F.	
2.	The Bidder should be a partnership firm registered under LLP Act, 2008/Indian Partnership Act, 1932 or Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013 and should have been in operation for a period of at least five years as on RFP date	Copy of Certificate of LLP registration. (OR) 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.	
3.	The Bidder should have average annual turnover of Rs.50.00 Crores in the last three financial years (i.e., 2020-21, 2021-22 and 2022-23). This must be the individual company turnover and not of any group of companies.	Bidder has to submit audited Balance Sheet copies for last 3 Years i.e., 2020-21, 2021-22 and 2022-23 along with certificate from the Company's Chartered Accountant to this effect with Unique Document Identification Number.	
4.	The bidder should have positive Net Worth as on 31/03/2023 and also should have not eroded by more than 30% in the last	The Bidder should submit certificate from the Company's Chartered Accountant with UDIN to this effect.	



	three financial years ,ending on 31/03/2023.		
5.	The Bidder shall have local office in Bengaluru to liaison various activities.	The Bidder has to furnish their details like contact details with postal address, no. of personnel etc., besides Local Contact Person Name, Address, Phone No, Mobile No, Email etc., in Annexure-7.	
6.	The Bidder must be a Firm/Company incorporated in India with considerable expertise in setting up merchant acquiring business, framing merchant acquiring policy, operational procedures for at least one scheduled commercial banks in India.	Certified copy of certificate of incorporation in case of Private Limited Company and Certificate of commencement of business in case of public Limited Company shall be enclosed	
7.	The bidder should have executed at least ONE full cycles of ME business process right from acquisition of merchants to reconciliation and settlement and also managing chargeback process and risks for at least 1 Scheduled Commercial banks in India and has installed minimum of 50,000 POS EDC / m-Pos terminals	Certificate from the Acquiring bank to be enclosed	
8.	The Bidder should have its own switch/ license to use the third party switch for routing POS transactions, Merchant Management system, Underwriting system, Risk Monitoring (Both Merchant underwriting and Transaction monitoring) and settlement & Recon system	Certificate from the Acquiring bank to be enclosed	



9.	The bidder should be PCI- DSS certified & compliant.	Copy of certificate shall be enclosed	
10.	The terminals installed at the Merchant locations should be PCI-DSS & PA-DSS certified & compliant.	Copy of certificate shall be enclosed.	
11.	The Bidder should own/ have a valid license from Card Network Associations Visa, Master & Rupay and should be in POS Acquiry Business for the past two years which involves activities like Direct Acquisition of Merchants, POS deployment, maintenance, transaction, POS transaction processing, enabling the payments to Acquiring Banks, Merchant Payment net of MDR, monitoring of transactions, dispute Management etc. The infrastructure should be in use by at least One Scheduled Commercial banks in India for switching POS transactions.	Certificate from the Acquiring bank to be enclosed	
12.	The Bidder through own switch / through third party switch (which Bidder is licensed to use) should have EAS, MIP & NPCI connectivity for routing VISA, Master Card & RuPay transactions	Bidder has to submit Self Declaration	
13.	The bidder should have both primary DC and DR Centre fully audited and complied with VISA, MasterCard & RUPAY guidelines	Bidder has to submit the latest audit certificate in this regard	
14.	The bidder should not have been debarred/blacklisted	The Bidder should submit self-declaration on the	



	by any Govt. /Govt. Agency / Bank(s) /Financial Institutions / RBI / IBA in India as on the date of submission of bid for this RFP for breach of any applicable law or violation of regulatory prescriptions or breach of agreements.	Company's letter head to this effect.	
--	---	---------------------------------------	--

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. All documentary evidence / certificates confirming compliance to Qualification Criteria should be part of the RFP.

Date:
Place:

Signature with seal
Name :
Designation :

Annexure-3
Bidder 's Profile

(Bidder 's Profile has to be submitted in company's letter head)

SUB: RFP for Set Up, Manage And Operate Merchant Acquiring Business Through POS on Revenue Sharing Model s

Ref:

Sl. No.	Particulars	Details
1)	Name of the Bidder Firm/ Company	
2)	Constitution (Ltd./ Pvt. Ltd./ Firm etc.)	
3)	Date of Incorporation and / or Commencement of business with supporting documents	
4)	Certificate of Incorporation Number (CIN)	
5)	Whether registered as MSE for the item under the RFP? (Proof of registration as MSE for the item under the RFP)	
6)	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)	
7)	Whether in technical collaboration with Foreign Company? If so give details	
8)	Number of Years in the Business	
9)	Number of years of experience in Handling large projects for Banks.	
10)	Address for Correspondence: Registered Office: Corporate Office:	
11)	Single Point of contact for this RFP Name: Designation: Mobile No.: Landline No.: Fax: Email-ID (any changes in the above should be informed in advance to Bank)	
12)	Domestic Customer Base (Number of Clients where Consultancy Service have been provided in India)	



13)	<u>Details of Service Net Work</u> Bengaluru: Mumbai:	
14)	PAN number GSTIN <u>Beneficiary Bank Details</u> Beneficiary Name Beneficiary Account Number Type of Account (OD/OCC etc.) IFSC Name of the Bank and Branch address	

Wherever applicable submit documentary evidence to facilitate verification.

We hereby declare that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us our Bid is liable to be rejected.

Date:
Place:

Signature with seal:
Name:
Designation :

Annexure-4
Bid Security Declaration

(Should be submitted by eligible MSEs/Startups on Company's letter head with company seal and signature of the authorized person)

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

SUB: RFP for Set Up, Manage and Operate Merchant Acquiring Business Through POS on Revenue Sharing Model s

Ref:

Dear Sir,

We declare that if we withdraw or modify our bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, we note that we will be suspended for the period of two years from being eligible to submit bids for contracts with Canara Bank.

Place:

Date:

[Signature of Authorized Signatory]

Name:

Designation:

Seal:

Annexure-5
Make in India Certificate

Bidder 's Reference No. _____

Date.....

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

SUB: RFP for Set Up, Manage and Operate Merchant Acquiring Business Through POS on Revenue Sharing Model

Ref:

Dear Sir/Madam,

(To be certified by statutory auditor or cost auditor of the company (in the case of companies) for a tender value above Rs.10 crores giving the percentage of local content.)

1. In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and its amendments, we hereby certify that we M/s _____ are local supplier meeting the requirement of minimum local content i.e., _____% against Canara Bank Tender No..... dated..... We qualify as a _____ (Class-I or Class II) local supplier. Details of location at which local value addition will be made as follows: _____.
2. We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a Bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
3. We have submitted the details indicating total cost value of inputs used, total cost of inputs which are locally sourced and cost of inputs which are imported, directly or indirectly with the commercial proposal.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal

Annexure-6
Non-Disclosure Agreement
[On Firm's / Company's letter head]

SUB: RFP for Set Up, Manage and Operate Merchant Acquiring Business Through POS on Revenue Sharing Model

Ref:

WHEREAS, _____ we,
Registered Office at _____, having
as the Bidder, are agreeable to the formalities of deliverables as per timelines mentioned in the RFP for each ordered locations to Canara Bank, having its office at 14, Naveen complex, HO(annex), M.G Road Bengaluru -560001 hereinafter referred to as the BANK and,

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

WHEREAS, the Bidder understands that in the course of submission of the offer for the subject RFP 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 during or subsequent to submission of the offer to the BANK, to anyone outside the BANK.

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

Date

Signature with seal

Name:

Designation:

Annexure- 7
Office Details

(Office Details has to be submitted in Company's Letter Head)

SUB: RFP for Set Up, Manage and Operate Merchant Acquiring Business Through POS on Revenue Sharing Model

Ref:

Sl. No.	Name of the Office	Address and Telephone No's	E-mail ID of office	Number of Consultant
1.	Bengaluru			
2.	Others (specify)			

Date:
Place :

Signature with seal:
Name:
Designation :

Annexure-8
Scope of work

SUB: RFP for Set Up, Manage and Operate Merchant Acquiring Business Through POS on Revenue Sharing Model.

Ref:

- a. The scope of RFP involves end-to-end POS acquiring business ranging from Merchant sourcing, Documentation, On-Boarding of Merchants, Capital investment in procurement of POS machines, deployment of POS Machines, Merchant training/Education, maintenance of POS EDC terminals along with operating system & other peripherals, Attending Merchant queries, Providing consumables, transaction processing, field services at Merchant locations for acceptance of all types of cards issued in association with VISA, MasterCard, RUPAY & Amex, Fraud Risk Management, Recon & Merchant Settlement, Settlement with Card Associations including issuer interchange, network charges etc., Staging, de-installation of POS machines (at MEs request/un-remunerative machines after proper notice to the MEs), Managing disputes like Chargeback disputes etc. and incurring chargeback liability, any penalties from regulator/Network Associations for non-compliance (including KYC), fraud liability, VISA VFMP, MasterCard QMAP & other network liabilities, **on a Revenue Sharing Model with no cost to the Bank.**
- b. Bidder will be responsible for staging the transaction files as per the guidelines & timelines of the respective card associations. Merchant payment is to be made on T+1 basis. Bidder should ensure that transaction files are staged on T+1 basis after ensuring correctness of data so that Bank is not out of funds on account of Merchant payment. Bidder will be responsible for handling end-to-end Dispute Management including handling charge backs. Any loss incurred due to delay in staging /charge back/Merchant payment shall be borne by the Bidder.
- c. The selected bidder to provide dedicated onsite resources for monitoring of the project/operational issues without any cost to the bank.
- d. The Bank desires to offer the POS EDC Machines delivery channel to:
 - i. Merchant Establishments of bidder/banks.
 - ii. Subsidiaries and other banks with which the Bank may forge tie-ups.
- e. **The POS EDC terminals being deployed must-**
 - Be Fully EMV compliant (as per latest revisions)
 - Be in the approved terminal list of the EMV Co.
 - Be Chip-compliant and capable of PIN acceptance for chip cards.
 - Have unique double length Terminal Master Key.
 - Have TLE & UKPT/DUKPT functionality
 - PCI-DSS & PA-DSS Compliant.

1. Scope of Contract and Deliverables:

- The Bank is inviting offers from Bidders, capable and experienced in all aspects relating to Merchant POS Acquiring business by deploying EMV-II Compliant EDC Machines, capable of reading Chip Card and PIN acceptance for Chip Cards, at their own cost at various Merchant locations across the country and maintain them.
- The terminals to be deployed should be compliant to PCI-DSS and PA-DSS standards and of reputed companies. The Bidder should disclose the brand, model and manufacturer's name of the EDC Machines to be offered to the Bank.
- All the terminals deployed at Merchant locations should have Canara Bank branding (Canara Bank Name & Logo at prominent part).
- All models-PSTN, GPRS, MPOS etc as per the market demand and requirement of the Merchant shall be available.
- POS machine will be owned by the respective successful bidder and the rent of the POS terminal will be the income of the bidder. Bidder shall have freedom to fix competitive rent as per industry practice.
- Rent will be recovered by the Bank from the amount payable to the merchant during the normal settlement process and will be shared to the bidder on monthly basis. If the rent is not recovered from the merchant due to any reasons, the responsibility is on the respective bidder for recovery of rent.
- Similarly, recovery of rent and recovery of loss due to damage of the terminal / loss of parts of terminal/ loss of terminal itself, Merchant not available etc; shall be on the bidder.
- However, Bank will assist the Bidder in every possible way for recovery of the above loss on the strength of the Merchant agreement executed by the merchant with the Bank.
- The EDC terminals should be connected to the bidders switch / third party switch on behalf of Bidder for routing/accounting of transaction and then to the VISA, MasterCard, RUPAY, Amex and Bank's switch.
- The Merchant should be able to submit the daily Transactions/Bills online to the bidder for settlement through Batch Settlement / auto batch settlement process. The merchant agreement between the Bank and Merchant will provide for safe keeping of the records including charge slip by the merchant.
- The bidder should have the capability to supply and install EDC terminals, Merchant Management and Training, while the Bank will provide the Lead and necessary assistance in sourcing the Merchants.
- Maintenance of effective Customer Relationship Management tools for maintenance of customer relationship and complaint management which include helpdesk to address Merchant complaints, settlement etc.

2. The Bidder shall comply with / provide confirmation on the following:

- All applications/devices/service providers should invariably comply Electronic Point of Sale Security standards such as PCI-DSS and PA-DSS.
- Financial penalties as decided by the Bank would be imposed in case of infringement of these data security standards besides recovering the monetary loss to the Bank.
- Client data should be protected with strong end to end protection, logs & audit trails of all transactions shall be securely stored and confidentiality & data integrity in end-to-end flow of transactions/payment process transmitted/exchanged should be maintained.
- Should provide network monitoring and ensuring seamless connectivity of POS machines.
- All the EDC terminals should be directly connected to the Bidder's switch / third party switch on behalf of the bidder for providing Switch Services for acquiring transactions. The bidders switch / third party processor switch should be duly certified by VISA, MasterCard, RuPay & Amex and comply with all administrative formalities and documentation requirements of VISA, MasterCard, RUPAY & Amex.
- The bidder should provide Transaction and Merchant Monitoring reports to the Bank and should effectively manage frauds monitoring and any suspicious transactions.
- The EDC terminals deployed by the bidder should be capable of providing value- added services through the terminals e.g. Mobile Recharge, Bill Payment, E- ticketing, Cash @POS, EMI, Dynamic Currency Conversion & Multi currency, Bharat QR on POS, UPI on POS, Android POS, NFC, accept NCMC & offline wallets etc, as and when required by the Bank.
- Cost of patch and software upgradation, additional features in POS machine on account of Regulatory, statutory, Network, and Security compliance shall be borne by the successful Bidder.
- All transactions at POS terminals shall be card present. Manual Key entry shall not be permitted at any POS terminals without specific permission from the Bank and the respective Bidder will be responsible for any loss on account of manual key transactions permitted on their POS terminals contravening this condition.

3. The deliverables shall also include the following:

- Providing end-to-end maintenance for the EDC terminals including network connectivity.
- Generating the exceptions and taking appropriate action with the approval of the Bank.
- Generating and sending standard reports and other reports / MIS as defined by the Bank.

- Timely escalation to the Bank on exceptions.

4. The merchant management activities shall include the following:

- Framing merchant acquiring policy, pricing and standard operational procedures
- Merchant Set Up and Training
- Merchant Authorization Processing
- Merchant Activity Monitoring
- Suspect Activity Response and Merchant Termination

5. The Bank also requires the following services to be provided by the successful Bidder

- Merchant Acquisition (enrolment of new merchants)
- The vendor can also source Merchants directly through their sales team.
- Merchant Agreement shall be executed between the merchant & the bank duly satisfying the KYC formalities as per the Bank policy. Bank will be represented by the Bank's authorized signatories. Bidder shall facilitate the process and assist the Branch where the Merchant is maintaining the account or the branch nearer to the Merchant location (in case of non-customer).
- Stamp duty for the Merchant Agreement will be as applicable to the state of execution of document and will be borne by the Merchant.
- Managing the Merchant Relationship to ensure business volumes are routed by the merchant through the EDC terminals deployed on behalf of the Bank.
- The settlement will be routed through the Bank and all support for settlement process shall be provided by the successful Bidder including Merchant payment after collecting MDR, settlement with Card Associations like payment of issuer interchange, transaction charges, GST payments, income sharing etc.
- Amount due to the Bank from Network Associations (VISA, MasterCard, RuPay & Amex) during the settlement process shall be claimed & received promptly and any delay in staging/claiming legitimate amount due to the Bank and consequent income loss including the cost of funds on account of that shall be borne by the successful Bidder and shall be compensated to the Bank.
- The successful bidder shall have dedicated team for attending trouble shooting calls and other Merchant queries.
- The bidder should provide all reports including merchant payment advice reports and also reconcile all transactions for these POS machines.
- The successful Bidder should be able to provide a range of Value added Services & in-store applications to cater to the requirements for the selected

merchants. The following value added services should be readily available for deployment at selected merchant location based on demand:

- i. Bharat QR
 - ii. PC - PoS
 - iii. Cash @ POS
 - iv. UPI on POS
 - v. EMI
 - vi. Dynamic Currency conversion & Multi currency
 - vii. Android POS
 - viii. NFC
 - ix. Acceptance of NCMC and offline wallets
 - x. Any other value added services as and when required from the Bank.
- Our Bank's Present POS Terminal base is around 63,000. As per the banks internal assessment we would require 50,000 PoS machines. The requirement is indicative in nature and may increase or decrease as per future requirement.

Bidder has to comply with the Scope of Work mentioned above. Non-compliance to any of the scope of work will lead to disqualification of the bidder in Technical proposal.

Date

Signature with seal

Name :

Designation :

Annexure-9
Technical Evaluation Criteria

(Should be submitted on Company's letter head with company seal and signature of the authorized person)

SUB: RFP for Set Up, Manage And Operate Merchant Acquiring Business Through POS on Revenue Sharing Model

Ref:

Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Services, reference calls and site visits, wherever required. The Bidder may Demonstrate/substantiate all claims made in the technical Bid to the satisfaction of the Bank and the capability of the bidder to support all the required functionalities at their cost in their lab or those at other organizations where similar Services are in use.

During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No post Bid clarification at the initiative of the Bidder shall be entertained.

The technical evaluation of the bidder will be carried as per the details furnished below:

Sl.	Evaluation Parameter	Documents to be submitted	Max Score	Mark obtained
1	Availability of Switching, related Hardware, software and technical expertise: <ul style="list-style-type: none"> • Own (Primary as well as DR):8 • Primary owned but DR outsourced:6 • Both outsourced :4 	The Bidder has to submit the undertaking letter from the company secretary/authorized signatory	8	
2	Experience in third party processing of Merchant Acquiring services (no. of years) <ul style="list-style-type: none"> • 2 to 3 years :2 • Over 3 years:4 	Purchase order and undertaking letter from the implemented bank/organization	4	



3	<p>Robustness and scalability of processing platform. Installed and utilized Capacity details should be provided.</p> <p>Terminals installed between: 50000 to 75000: 4</p> <p>Terminals installed above 75000 to 100000: 8</p>	<p>The Bidder has to submit the documentary proof/undertaking letter /email reference from the Schedule Public/Private Bank</p>	8	
4	<p>Number of PoS / EDC transactions processed per annum (last Financial year):</p> <ul style="list-style-type: none"> • Over 1.5 crore: 3 • Between 50 lakhs and 1.5 crore: 2 • Less than 50 Lakhs -1 	<p>The Bidder has to submit the documentary proofs/artifacts/undertaking letter from the Schedule Public/Private Bank.</p>	3	
5	<p>Value Added Services as per scope of work:</p> <ul style="list-style-type: none"> • Bharat QR ver 4.0 : 1 • Cash @ POS: 1 • UPI on POS: 1 • EMI: 1 • Dynamic Currency conversion & Multi Currency: 1 • Android POS: 1 • NFC: 1 • Acceptance of NCMC and offline Wallets: 1 • PC base PoS : 1 	<p>The Bidder has to submit the documentary proofs/artifacts/undertaking letter from the existing implemented organization. Multi</p>	9	
6	<p>Call center available with:</p> <ul style="list-style-type: none"> • More than 50 employees -4 • More than 25but less than 50employees -3 • Less than 25 employees -2 	<p>The Bidder has to submit the undertaking letter from the company secretary/authorized signatory</p>	4	
7	<p>TAT in installation of PoS Terminal at merchant location after completion of identification, KYC & Documentation in Urban & Metro Centers</p> <ul style="list-style-type: none"> • Within 1 day - 4 • Between 1 to 3 days - 2 • More than 3 days - 1 	<p>The Bidder has to submit the undertaking letter from the company secretary/authorized signatory</p>	4	



8	<p>Range of existing services offered by the service providers</p> <ul style="list-style-type: none"> In addition to normal transactions, full marks if AMEX acquiring, m-VISA, Bharat QR, Soft PoS, etc., refund: 4 If above options within three months of award: 2 Only normal transactions i.e VISA, MasterCard and Rupay: 0 	The Bidder has to submit the documentary proofs/artifacts/undertaking letter from the existing implemented organization	4	
9	<p>Business Continuity Plan and Disaster Recovery arrangements of service provider</p> <ul style="list-style-type: none"> If Yes - 4 If No - 0 	The Bidder has to submit the documentary proofs /undertaking letter from the company secretary/authorized signatory	4	
10	<p>Suitability of Fraud Monitoring Tools and Risk management techniques proposed</p> <ul style="list-style-type: none"> If yes - 4 If No, but within three months of purchase order - 2 If No - 0 	The Bidder has to submit the documentary proofs /undertaking letter from the company secretary/authorized signatory	4	
11	<p>No of centers staffed by the vendor to support the merchant acquiring activities.</p> <ul style="list-style-type: none"> Up to 50: 0.8 Between 50 and 100: 2 Over 100: 4 	The Bidder has to submit the undertaking letter from the company secretary/authorized signatory	4	
12	<p>Availability of Mobile App for merchants to view transactions, statements online.</p> <ul style="list-style-type: none"> If yes - 4 If No but within three months - 2 If No - 0 	The Bidder has to submit the undertaking letter with documentary proofs/screenshot and URLs of the mobile app	4	
13	<p>Availability of Remote Terminal Management for loading application upgrades, OS patches etc.</p> <ul style="list-style-type: none"> If Yes -4 If No - 0 	The Bidder has to submit the undertaking letter from the company secretary/authorized signatory	4	



14	Availability of portal for merchants to view transactions, statements online. <ul style="list-style-type: none"> If yes - 4 If No but within three months - 2 If No - 0 	The Bidder has to submit the undertaking letter with documentary proofs/screenshot and URLs of the dashboard	4	
15	Sharing of FIRC certificates at monthly (or as decided by Bank), input files for GST tax engine basis which GST would be calculated: <ul style="list-style-type: none"> If yes - 4 If No but within three months - 2 If No - 0 	The Bidder has to submit the undertaking letter from the company secretary/authorized signatory	4	
16	Capability to migrate Merchants from existing platform to your own and vice versa: Over 4000 terminals per month - 8 Between 2000 to 4000 terminals per month -6 Less than 2000 terminals per month-2	The Bidder has to submit the undertaking letter from the company secretary/authorized signatory	8	
17	Maximum marks		80	
18	Overall Total marks by Technical Evaluation Committee for Presentation / Demonstration	Technical presentation will be evaluated on the following parameters: 30 1. Proposed Solution 2. Project Governance 3. Future Scalability 4. Security Aspects 5. Solution's capabilities Note: The Presentation is as per the technical & functional requirement/scope of work in the presence of technical committee but not limited to the scope of work defined.	20	
19	Maximum Marks under:		100	

- * The bidder should score minimum 70% i.e., 70 marks out of 100 marks for qualifying under Technical Evaluation. The bidders qualified under Technical Evaluation will be eligible for commercial opening.

Declaration: We hereby confirm that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our response to this bid is liable for rejection.

Date:

Signature with Seal

Name:

Designation:

Annexure-10

Undertaking of Authenticity

(Should be submitted on Company's letter head with company seal and signature of the authorized person)

SUB: RFP for Set Up, Manage and Operate Merchant Acquiring Business Through POS on Revenue Sharing Model s

Ref:.

We hereby undertake that all the hardware components/parts/assembly/software's used in this solution under the above like Servers, Switches, Hard Disk, Monitors, Memory etc., shall be original new components /parts /assembly /software only from respective OEMs/OSDs/OSOs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of Licensed Operating System/Application Software/any other Software if asked for by you in the purchase order, the same shall be supplied along with the authorized license certificate (e.g., Product Keys on Certification of Authenticity in case of Microsoft Window Operating System/Software etc.) and also that it shall be sourced from the authorized source (e.g. Authorized Microsoft Channel in case of Microsoft Operating System).

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

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

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

Date

Signature with seal

Name:

Designation :

Annexure-11
Compliance Statement
[On Firm's / Company's letter head]

SUB: RFP for Set Up, Manage and Operate Merchant Acquiring Business Through POS on Revenue Sharing Model s

Ref:

DECLARATION

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

Description	(Yes / No)	Remarks / Deviations
Compliance to Terms and Conditions		
Compliance to Scope of Work of the subject RFP		

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

Date

Signature with seal

Name:

Designation:

Annexure -12
Undertaking Letter
[On Firm's / Company's letter head]

SUB: RFP for Set Up, Manage and Operate Merchant Acquiring Business Through POS on Revenue Sharing Model s

Ref:

- a. We undertake that the proposed software/ tools/ solution to be supplied/ developed will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/ modifications done).
- b. We also confirm that we have quoted the services 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 even in case third party is also involved in project execution either fully or partially.
- f. We also confirm that we have not changed the format of BOM.

Date

Signature with seal

Name:

Designation:

Annexure-13
Escalation Matrix
[On Firm's / Company's letter head]

SUB: RFP for Set Up, Manage and Operate Merchant Acquiring Business Through Pos On Revenue Sharing Model

Ref:

Name of the Bidder Firm:

Service-Related Issues:

Sl. No.	Name	Level of Contact	Office Postal 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 recd in 24 Hours)					
d.		Country Head (If response not recd in 48 Hours)					

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

Date

Signature with seal

Name:

Designation:

Annexure-14
Bill of Material

SUB: RFP for Set Up, Manage and Operate Merchant Acquiring Business Through POS on Revenue Sharing Model

Ref:

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 consultant will have to work as per the timings of the Bank.
3. Please be guided by RFP terms, subsequent amendments and replies to pre-bid queries (if any) while quoting.
4. Do not change the structure of the format nor add any extra items.
5. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.

Commercials for providing Merchant EDC Acquiring Services:

Sl. No	Model I	%	% in words
1)	Revenue Sharing Model Percentage of Net Revenue (MDR+ charges for VAS + surcharge if any+ Any other revenue other than monthly rent for POS machines - interchange - All Network charges including Assessment Fees) to be shared to service provider on performing activities as detailed in 'Scope of Work'.		
	Up to and including 50000* POS machines		

*indicative number of terminals

Undertaking

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

Signature with Seal

Name:

Designation:

Annexure-15
Manufacturer Authorization Form

[Should be submitted on the letterhead of the OEM/OSO/OSD and signed by an Authorized Signatory of the OEM/OSO/OSD]

No. _____ dated _____

The Deputy General Manager,
Canara Bank,
Procurement Group,
DIT-Wing, Naveen Complex,
14 M G Road,
Bengaluru-560 001
Karnataka

Dear Sir,

SUB: RFP For Set Up, Manage And Operate Merchant Acquiring Business Through Pos On Revenue Sharing Model

Ref: .

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

We (Manufacturer/Original Software Owner/Developer) hereby extend our full guarantee and warranty as per terms and conditions of the bid and the contract for the solution, products/equipment and services offered against this invitation for the bid offer by the above firm and will extend technical support and updates and ensure availability of spares including processors for our products for contract period from the date of installation.

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

We also confirm that the proposed solution offered by the bidder to the Bank are correct, viable, technically feasible for implementation and the solution will work without any hassles in all the locations. We also confirm that all the equipment offered are not "End of Life" during the next One Year and "End of Support" for total Contract Period.

We hereby commit to the bid terms and conditions and will not withdraw our commitments during the process and or during the period of contract.

Yours faithfully
(Name)
For and on behalf of M/s

Appendix -A
Instructions to be noted while preparing/submitting Technical Proposal

All the Annexures should be submitted in Bidder 's Letter Head with seal and signature of the authorized signatory.

- 1) Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD / Exemption Certificate.
- 2) 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 bid documents with supporting documents.
- 3) Bid Covering letter as per **Annexure-1**.
- 4) Compliance to Qualification Criteria declaration as per **Annexure-2** with documentary proof in support of the Pre-Qualification Criteria.
- 5) Bidder 's Profile as per **Annexure-3**.
- 6) Bid Security Declaration as per **Annexure-4 (if eligible)**.
- 7) Make in India Certificate as per **Annexure-5**.
- 8) Non-Disclosure Agreement as per **Annexure-6**.
- 9) Office details as per **Annexure-7**.
- 10) Compliance to the Scope of Work as per **Annexure-8**.
- 11) Documents for Technical Evaluation Criteria as per **Annexure-09**.
- 12) Undertaking of Authenticity as per **Annexure-10**.
- 13) Compliance Statement as per **Annexure-11**.
- 14) Undertaking Letter as per **Annexure-12**.
- 15) Escalation Matrix as per **Annexure-13**.
- 16) Masked bill of Material as per **Annexure-14**.
- 17) Manufacturer Authorization Form as per **Annexure-15**.
- 18) Signed Pre-Contract Integrity Pact as per **Appendix-F** in non-judicial Stamp paper.

Appendix-B

Instructions to be noted while preparing/submitting Commercial Proposal

All the Annexures should be submitted in Bidder 's Letter Head with seal and signature of the authorized signatory.

1. Bill of Material as per Annexure-14.

Appendix-C
Authorization Letter Format

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

Ref No:

Date:

The Deputy General Manager,
Canara Bank,
Centralized Procurement & Vendor Management Vertical,
Department of Information and Technology,
Naveen Complex, 14 M G Road,
Bengaluru - 560 001Karnataka

Dear Sir,

SUB: RFP for Set Up, Manage and Operate Merchant Acquiring Business Through POS on Revenue Sharing Model s

Ref: .

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 & Designation of Authorizing Authority

NOTE: This Authorization letter is to be carried in person at the time of Bid Opening

**Appendix-D****Bank Guarantee Format for Earnest Money Deposit**

To :

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

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

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

THE CONDITIONS of this obligation are:

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

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

Notwithstanding anything contained herein

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

Dated _____ day of _____ 2022.

(SIGNATURE & SEAL OF THE BANK)

This Bank guarantee should be confirmed through SFMS by the issuing Bank and the details are as follows
Name of the Bank: Canara Bank
Name of the Branch: IT Wing
IFSC Code: CNRB0000007

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,

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 un-cancelled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

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

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

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

Notwithstanding anything contained herein

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

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

Appendix-F
Pre Contract Integrity Pact
(This has to be submitted in the non-judicial Stamp Paper)

1. GENERAL

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on _____ day of the month 20____, between, the Canara Bank, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at 112, J.C. Road, Bangalore 560 002, with branches spread over India and abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri _____, Deputy General Manager, IT Wing, HO, Bengaluru representing Canara Bank, of the BUYER, of the FIRST PART

AND

M/s. _____ represented by Shri _____ Chief Executive Officer/Authorized Signatory (hereinafter called the "BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART

1.2. WHEREAS the BUYER proposes to Set Up, Manage And Operate Merchant Acquiring Business Through POS on Revenue Sharing Models and the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER is willing to offer/has offered the stores/services and

1.3. WHEREAS the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER is a private company/ public company/Government undertaking/ partnership/ LLP/registered export agency/service provider, duly constituted in accordance with the relevant law governing its formation/incorporation/constitution and the BUYER is a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970.

1.4. WHEREAS the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER has clearly understood that the signing of this agreement is an essential pre-requisite for participation in the bidding process in respect of Stores/Equipment/items/Services proposed to be procured by the BUYER and also understood that this agreement would be effective from the stage of invitation of bids till the complete execution of the agreement and beyond as provided in clause 13 and the breach of this agreement detected or found at any stage of the procurement process shall result into rejection of the bid and cancellation of contract rendering BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER liable for damages and replacement costs incurred by the BUYER.

2. NOW, THEREFORE, the BUYER and the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER agree to enter into this pre-contract integrity agreement, hereinafter referred to as Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful Bidder, and it is intended through this agreement to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

- 2.1. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service/Materials at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2. Enabling BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following: -

- 3.1. The BUYER represents that all officials of the BUYER, connected whether directly or indirectly with the procurement process are duty bound by rules and regulations governing their service terms and conditions not to demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 3.2. The BUYER will, during the pre-contract stage, treat all BIDDER S/SELLERS/CONTRACTORS/SERVICE PROVIDERS alike, and will provide to all BIDDER S/SELLERS/CONTRACTORS/SERVICE PROVIDERS the same information and will not provide any such information to any particular BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER which could afford an advantage to that particular BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER in comparison to the other BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDERS.
- 3.3. The BUYER shall report to the appropriate Government Regulators/Authorities any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach, as and when the same is considered necessary to comply with the law in force in this regard.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER with the full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDERS

The BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order

to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

- 4.1. The BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2. The BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the BUYER.
- 4.3. The BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER is the original Manufacturer/Integrator/Authorized government sponsored export entity of the stores/Authorized Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such materials/services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4. The BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5. The BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6. The BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.
- 4.7. The BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER

/SELLER/CONTRACTOR/SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.

4.8. The BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9. The BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

5.1. The BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Bank, Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify BIDDER 's exclusion from the tender process.

5.2. If the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER makes incorrect statement on this subject, BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER can be disqualified from the tender/bid process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

6.1. Every BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER while submitting commercial bid, shall deposit an amount as specified in RFP/Tender Documents as Earnest Money/Security, Deposit, with the BUYER through any of the instruments as detailed in the tender documents.

6.2. The Earnest Money/Security Deposit shall be valid for a period till the complete conclusion of the contractual obligations or for such period as mentioned in RFP/Contract, including warranty period, whichever is later to the complete satisfaction of BUYER.

6.3. In the case of successful BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4. No interest shall be payable by the BUYER to the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

7.1. Any breach of the provisions herein contained by the BIDDER /SELLER /CONTRACTOR/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required: -



- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER. However, the proceedings with the other BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER(s) would continue. To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.
 - ii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER.
 - iii. To recover all sums already paid by the BUYER, and in case of the Indian BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of (Name of the Bank/Financial Institution) while in case of a BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER /SELLER /CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER.
 - iv. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.
 - v. To cancel all or any other contracts with the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER /SELLER /CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER.
 - vi. To debar the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - vii. To recover all sums paid in violation of this Pact by BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.
 - viii. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER, the same shall not be opened.
 - ix. Forfeiture of The Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
 - x. The BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER /SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER.
- 7.2.** The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER / SELLER/CONTRACTOR/SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence

as defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

7.3. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER /SELLER/ CONTRACTOR shall be final and conclusive on the BIDDER /SELLER /CONTRACTOR. However, the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

8.1. The BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT EXTERNAL MONITORS

9.1. The BUYER has appointed two Independent External Monitors (hereinafter referred to as Monitors) for this Pact in accordance with the recommendations and guidelines issued by Central Vigilance Commission.

9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out of tendering process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities.

9.5. As soon as any event or incident of violation of this Pact is noticed by Monitors, or Monitors have reason to believe, a violation of this Pact, they will so inform the Management of the BUYER.

9.6. The BIDDER (s) accepts that the Monitors have the right to access without restriction to all Project /Procurement documentation of the BUYER including that provided by the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and

unconditional access to his documentation pertaining to the project for which the RFP/Tender is being /has been submitted by BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER /Subcontractors () with confidentiality.

9.7. The BUYER will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an Impact on the contractual relations between the parties. The parties may offer to the Monitors the option to participate in such meetings.

9.8. The Monitors will submit a written report to the BUYER at the earliest from the date of reference or intimation to him by the BUYER/BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER and submit proposals for correcting problematic situations.

10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination,

11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law and the place of jurisdiction is Bangalore.

12. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later. In case BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at on

BUYER BIDDER

Name of the Officer

CHIEFEXECUTIVEOFFICER/AUTHORISED

SIGNATORY

Designation

Name of Wing

Canara Bank

Witness

Witness

1)

1)

2)

2)

Appendix-G
Draft Contract Agreement

CONTRACT **AGREEMENT** **FOR**

.....
THIS AGREEMENT (the Agreement) executed at Bengaluru on day of 2023.

BETWEEN

Canara Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 112, J C Road, Bengaluru - 560002 in India, represented by the Authorized Signatory of its Department of Information Technology, Mr., (Designation) , (hereinafter referred to as "PURCHASER") which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns and successors) of the **ONE PART**

AND

M/s, a Company/Firm constituted and registered under the provisions of the Companies Act 1956 having its Registered Office at represented by the Authorized Signatory, Mr..... (Designation) (hereinafter referred to as "Vendor /service provider" which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its administrators, successors and assigns) of the **OTHER PART**:

The Purchaser and Vendor/service provider are hereinafter collectively referred to as "Parties".

WHEREAS the Purchaser invited Bids for Products/Services VIZ, (Brief description of product/service/solutions) and has accepted the Bid by the Vendor/service provider for for the sum of Rs..... (Rupees only) exclusive of GST (herein after called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the terms and conditions of RFP/ Amendments/ Sanction Order/ Contract referred to.

The RFP Document/ Bid No dated as amended from time to time and this Agreement, and the other related documents shall be deemed to form and be read and construed as part of this Agreement, which, inter alia, includes

- a) The Bid Form and the Price Schedule submitted by the Bidder.
- b) The Bill of Material.
- c) The Technical & Functional Specifications;
- d) The Terms and Conditions of the Contract;
- e) The Purchaser's Letter of Intent/Notification of Award;
- f) Schedule of Dates, Amounts etc.,

- g) Pre-Contract Integrity Pact;
- h) All pre bid clarifications/mail communications shared with the Bidder during the processing of this bid.

All the above are collectively referred to as "the said documents" forming an integral part of the Contract are to be taken as mutually explanatory to one another. Detailed site orders as and when released shall form an integral part of this contract. However, in case of conflict between the Clauses of the Contract and Schedules appended to the Contract, provisions of the Clauses of the Contract shall prevail.

1. SCOPE OF WORK:

As per the requirement of the Bank.

2. GENERAL CONDITIONS TO CONTRACT:

- 2.1. Either party shall not assign any rights or obligations herein without obtaining the prior consent of the other Party.
- 2.2. No forbearance, indulgence, relaxation or inaction by any Party [BANK or VENDOR/ SERVICE PROVIDER] at any time to require the performance of any provision of Contract shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of Contract.
- 2.3. No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of Contract shall be construed as a waiver of any right under or arising out of Contract or an acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Contract.
- 2.4. All remedies of either BANK or VENDOR/ SERVICE PROVIDER under the Contract whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative and not alternative may be enforced successively or concurrently.
- 2.5. If any provision of Contract or the application thereof to any person or Party [BANK/ VENDOR/ SERVICE PROVIDER] is or becomes invalid or unenforceable or prohibited by law to any extent, this Contract shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the Contract shall be valid and binding as though such provision had not been included. Further, the Parties [BANK and VENDOR/ SERVICE PROVIDER] shall endeavor to replace such invalid, unenforceable or illegal provision by one that is valid, enforceable, and legal and achieve substantially the same economic effect as the provision sought to be replaced.
- 2.6. If during the term of Contract, the performance in whole or in part by either Party [BANK/VENDOR/ SERVICE PROVIDER] of any obligations under the Contract is prevented or delayed by reason of war, destructive act of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemic, quarantine restrictions, strikes, lock-outs, or acts of god (hereinafter referred to individually as an "Event" the notice of happening of which shall be given by either Party to the other within seven days of the date of occurrence of such Event), neither Party [BANK nor VENDOR/

SERVICE PROVIDER] shall be entitled to terminate this Contract nor have any claim for damages against the other by reason only of such non-performance or delay in performance.

- 2.7. None of the provisions of Contract shall be deemed to constitute a partnership between the Parties [BANK and VENDOR/ SERVICE PROVIDER] and neither Party [BANK nor VENDOR/ SERVICE PROVIDER] shall have any right or authority to bind the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.
- 2.8. Contract shall not be intended and shall not be construed to confer on any person other than the Parties [BANK and VENDOR/ SERVICE PROVIDER] hereto, any rights or remedies herein.
- 2.9. Contract shall be executed in English language in 1 (one) original, the BANK receiving the duly signed original and VENDOR/ SERVICE PROVIDER receiving the duly attested photocopy. Non-disclosure Contract (NDA) will have to be executed with the BANK as per the format prescribed by the Bank.
- 2.10. RFP dated along with clarifications & amendments issued shall form integral part and parcel of this CONTRACT.

3. SECURITY DEPOSIT / PERFORMANCE OF BANK GUARANTEE:

As specified in the RFP.

4. VALIDITY OF THE CONTRACT:

The Contract shall be valid for the full duration till completion of all contractual obligations by the Vendor/Service Provider and PURCHASER for the current orders or further orders to be released by Vendor/ Service Provider as per the terms and conditions in this contract.

5. PAYMENT TERMS:

As specified in the RFP.

6. ASSIGNMENT:

- 6.1. VENDOR/ SERVICE PROVIDER shall not assign to any one, in whole or in part, its obligations to perform under the Contract, except with the BANK's prior written consent.
- 6.2. If the BANK undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the VENDOR/ SERVICE PROVIDER under this Contract.

7. SUB-CONTRACTING:

VENDOR/ SERVICE PROVIDER shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the VENDOR/ SERVICE PROVIDER under the contract without the prior written consent of the BANK.

8. ORDER CANCELLATION/TERMINATION OF CONTRACT:

- 8.1. The Bank reserves its right to cancel the entire / unexecuted part of CONTRACT 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:
- 8.1.1. Delay in delivery beyond the specified period for delivery.
 - 8.1.2. Serious discrepancies noted in the items delivered.
 - 8.1.3. Breaches in the terms and conditions of the Order.
- 8.2. The Bank reserves the right to cancel the contract placed on the Vendor/Service Provider and recover expenditure incurred by the Bank on the following circumstances:
- 8.2.1. Non submission of acceptance of order within 7 days of order.
 - 8.2.2. Excessive delay in execution of order placed by the Bank.
 - 8.2.3. The Vendor/Service Provider commits a breach of any of the terms and conditions of the bid.
 - 8.2.4. The Vendor/Service Provider goes in to liquidation voluntarily or otherwise.
 - 8.2.5. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
 - 8.2.6. The progress made by the Vendor/Service Provider is found to be unsatisfactory.
 - 8.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- 8.3. Bank shall serve the notice of termination to the Vendor/Service Provider at least 30 days prior, of its intention to terminate services without assigning any reasons.
- 8.4. In case the Vendor/Service Provider fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor/Service Provider by giving 7 days' prior notice to the Vendor/Service Provider.
- 8.5. After the award of the contract, if the Vendor/Service Provider 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 Vendor/Service Provider is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- 8.6. The Bank reserves the right to recover any dues payable by the Vendor/Service Provider from any amount outstanding to the credit of the Vendor/Service Provider, including the pending bills and security deposit, if any, under this contract.

8.7. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Vendor/Service Provider towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

9. AMENDMENTS TO CONTRACT:

Once Contract is executed by the VENDOR/ SERVICE PROVIDER, no amendments or modifications of order and no waiver of any of the terms or conditions thereof shall be valid or binding unless mutually agreed and reduced into writing by both the parties.

10. INTELLECTUAL PROPERTY RIGHTS:

10.1. VENDOR/ SERVICE PROVIDER 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. VENDOR/ SERVICE PROVIDER 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. VENDOR/ SERVICE PROVIDER shall ensure that the Solution supplied to the BANK shall not infringe the third party intellectual property rights, if any. VENDOR/ SERVICE PROVIDER shall ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as VENDOR/ SERVICE PROVIDER.

10.2. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, VENDOR/ SERVICE PROVIDER 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 VENDOR/ SERVICE PROVIDER for such deliverables, along with the replacement costs incurred by BANK for procuring 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, VENDOR/ SERVICE PROVIDER 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.

10.3. The indemnification obligation stated in this clause shall 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 to 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.

- 10.4. VENDOR/ SERVICE PROVIDER acknowledges that business logics, work flows, delegation and decision making processes of BANK are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Software/Service.

11. INDEMNITY:

- 11.1. VENDOR/ SERVICE PROVIDER 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:

11.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by VENDOR/ SERVICE PROVIDER;

11.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by VENDOR/ SERVICE PROVIDER;

- 11.2. VENDOR/ SERVICE PROVIDER 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.

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

11.2.2. The limits specified in above 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.

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

12. CONFIDENTIALITY AND NON-DISCLOSURE:

- 12.1. VENDOR/ SERVICE PROVIDER 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. VENDOR/ SERVICE PROVIDER 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. VENDOR/ SERVICE PROVIDER shall furnish an undertaking in the prescribed format.
- 12.2. No Media release/public announcement or any other reference to the Contract/RFP or any program there under shall be made without the written consent of the BANK, by photographic, electronic or other means.
- 12.3. Provided that the Confidentiality Clause may not be applied to the data or information which;
- Was available in the public domain at the time of such disclosure through no wrongful act on the part of VENDOR/ SERVICE PROVIDER.
 - Is received by VENDOR/ SERVICE PROVIDER without the breach of this Agreement.
 - Is required by law or regulatory compliance to disclose to any third person.
 - Is explicitly approved for release by written authorization of the Bank."

THESE CONFIDENTIALITY OBLIGATIONS SHALL SURVIVE THE TERMINATION OF THIS CONTRACT AND THE VENDOR/ SERVICE PROVIDER SHALL BE BOUND BY THE SAID OBLIGATIONS.

13. FORCE MAJEURE:

- 13.1. VENDOR/ SERVICE PROVIDER 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 VENDOR/ SERVICE PROVIDER, i.e. Force Majeure.
- 13.2. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the VENDOR/ SERVICE PROVIDER, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, Government policies or events not foreseeable but does not include any fault or negligence or carelessness on the part of the VENDOR/ SERVICE PROVIDER, resulting in such a situation.
- 13.3. In the event of any such intervening Force Majeure, VENDOR/ SERVICE PROVIDER shall notify the BANK in writing of such circumstances and the cause thereof immediately within seven days. Unless otherwise directed by the BANK, VENDOR/ SERVICE PROVIDER 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.
- 13.4. In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the BANK and VENDOR/ SERVICE PROVIDER 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 VENDOR/ SERVICE PROVIDER.

14. SOCIAL MEDIA POLICY:

- 14.1. No person of the bank or the contractors and third parties shall violate the social media policy of the bank.
- 14.2. The following acts on the part of personnel of the bank or the contractors and third parties shall be construed as violation of social media policy:
 - 14.2.1. Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.
 - 14.2.2. Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of social media related systems and procedures.
 - 14.2.3. Any unauthorized use or disclosure of Bank's confidential information or data.
 - 14.2.4. Any usage of information or data for purposes other than for Bank's normal business purposes and / or for any other illegal activities which may amount to violation of any law, regulation or reporting requirements of any law enforcement agency or government body.

15. RIGHT TO AUDIT:

- 15.1. The VENDOR has to get itself annually audited by internal/ external empaneled Auditors appointed by the PURCHASER/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the PURCHASER/such auditors in the areas of products (IT hardware/software) and services etc., provided to the PURCHASER and the VENDOR is required to submit such certification by such Auditors to the PURCHASER. The VENDOR and or his/their outsourced agents/subcontractors (if allowed by the PURCHASER) shall facilitate the same. The PURCHASER can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the VENDOR. The VENDOR shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the PURCHASER.
- 15.2. Where any deficiency has been observed during audit of the VENDOR on the risk parameters finalized by the PURCHASER or in the certification submitted by the Auditors, the VENDOR shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the VENDOR shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- 15.3. The VENDOR shall, whenever required by the PURCHASER, furnish all relevant information, records/data to such auditors and/or inspecting officials of the PURCHASER/Reserve Bank of India and or any regulatory authority. The PURCHASER reserves the right to call and/or retain for any relevant material information/reports including auditor review reports undertaken by the VENDOR (e.g., financial, internal control and security

reviews) and findings made on VENDOR in conjunction with the services provided to the PURCHASER

16. DISPUTE RESOLUTION MECHANISM:

All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract or in discharge of any obligation arising under this Contract (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 Parties failing to consent upon a single Arbitrator than BOTH PARTIES shall approach Court of Law for the appointment of sole Arbitrator as provided under the Arbitration and Conciliation Act, 1996. Place of Arbitration shall be Bengaluru, India which will be governed by Indian Arbitration and Conciliation Act, 1996. Proceedings of Arbitration shall be conducted in English language only.

17. GOVERNING LAWS AND JURISDICTION OF THE COURT:

All disputes and controversies between Bank and VENDOR/ SERVICE PROVIDER 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 Contract shall be governed by the laws of India.

18. NOTICES:

Any notice or other communication required or permitted by this Contract shall be in writing, in English, delivered by certified or registered mail, return receipt requested, postage prepaid and addressed as follows or to such other address as may be designated by notice being effective on the date received or, if mailed as set above:

If to BANK:

Registered Office Address:

Canara Bank Head Office (Annex),
IT Wing, Centralized Procurement & Vendor
Management Vertical,
#14, M G Road, Naveen Complex,
Bengaluru -560001

Designated Contact Person: (Designation)

Phone:

Email:

If to VENDOR/ SERVICE PROVIDER:

Registered Office Address:

Designated Contact Person: Sri. _____ (_____)

Phone: +91-_____

Email: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first herein above written.

Signature:

Name:

Designation:

For & on behalf of:

(BANK)

Signature:

Name:

Designation:

For & on behalf of

(VENDOR/ SERVICE PROVIDER)

In the presence of:

In the presence of:

Signature: 1:

Signature: 1:

Name:

Name:

Designation:

Designation:

Signature: 2:

Signature: 2:

Name:

Name:

Designation

Designation

Appendix-H

TENDER FEE AND BID SECURITY DECLARATION

(TO BE PROVIDED ON LETTER HEAD)

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

SUB: RFP for Selection of IT Consultant for providing consultancy services for selection of Data Center co-location service provider for hosting Disaster Recovery Center of Canara Bank.

Ref: RFP 01/2023 dated 11/07/2023.

Dear Sir

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 security before the deadline defined in the RFP, we note that we will be suspended for the period of two years from being eligible to submit Bids for contracts with Canara Bank.

Place: [Signature of Authorised Signatory]
Date: Name:
Designation:
Seal: