



REQUEST FOR PROPOSAL [RFP]

FOR

“SELECTION OF JOINT LEAD MANAGERS (JLMs)  
FOR THE PROPOSED INTERNATIONAL USD BONDS ISSUANCE  
UNDER MEDIUM TERM NOTE PROGRAMME (MTN)”

Issued by: Canara Bank

Centralized Procurement and Vendor Management Vertical,  
IT Wing, 1<sup>st</sup> Floor, Naveen Complex, #14, MG Road,  
Bengaluru -560 001.

Phone No: 080- 25590070, 25584873

Email Id: [dittenders@canarabank.com](mailto:dittenders@canarabank.com)



**SECTION- A**  
**BID SCHEDULE & ABBREVIATIONS**

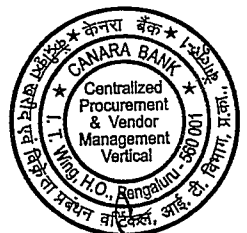
**1. BID SCHEDULE**

Sl. No.	Description	Details
1.	RFP No. and Date	RFP 03/2023-24 dated 14/03/2024
2.	Name of the Wing	Centralized Procurement & Vendor Management Vertical, Information Technology Wing
3.	Brief Description of the RFP	<b>Selection of Joint Lead Managers (JLMs) for the Proposed International USD Bonds Issuance under Medium Term Note Programme (MTN)</b>
4.	Bank's Address for Communication	Deputy General Manager, Canara Bank, Centralized Procurement & Vendor Management Vertical, IT Wing, 1st Floor, Naveen Complex, #14, MG Road, Bengaluru -560 001.
		Senior Manager, Centralized Procurement & Vendor Management Vertical, Tel - 080-25590070,25584873 Email: dittenders@canarabank.com
5.	Date of Issue of RFP	14/03/2024
6.	Tender Fee (Non-refundable)	Rs.11,800/- (including 18% GST) The mode of payment can be through NEFT/RTGS or DD to the following account: Beneficiary name: Procurement Group, DIT Wing, Head office Account No: 0792201002351 IFSC Code: CNRB0000792 Bank Name: Canara Bank Branch Address: Trinity Circle Bangalore
7.	Earnest Money Deposit (Refundable)	Rs.3,00,000/-
8.	Last Date, Time and Venue for Submission of Bids	<b>Date: 05/04/2024, Friday 03:00 PM</b> Venue: Canara Bank, First Floor, CP & VM Vertical, IT Wing, Head Office (Annexe), Naveen Complex, 14 M G Road, Bengaluru 560001.
9.	Date, Time & Venue for opening of Part A - Technical cum Eligibility Proposal.	<b>Date: 05/04/2024, Friday 03:30 PM</b> Venue: Canara Bank, First Floor, CP & VM Vertical, IT Wing, Head Office (Annexe), Naveen Complex, 14 M G Road, Bengaluru 560001.
10.	Date, Time & Venue for opening of Part B - Commercial Proposals	Will be intimated at a later date.





11.	Pre-bid Meeting Date & Time	<p>1. Pre-bid meeting will be held on 26/03/2024, Tuesday, 11:00 AM</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 pre-bid meeting should share the participant details to <a href="mailto:dittenders@canarabank.com">dittenders@canarabank.com</a>.</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 <a href="mailto:dittenders@canarabank.com">dittenders@canarabank.com</a> and must reach us on or before 22/03/2024, Friday, 5:00 PM. Subject of the email should be given as "Pre Bid Queries to RFP". Queries reaching afterwards will not be entertained.</p>
12.	Other Details	<p>1. The Bidders must fulfil the Eligibility criteria for being eligible to bid.</p> <p>2. Subsequent changes made based on the suggestions and clarifications as per pre-bid meeting shall be deemed to be part of the RFP document and shall be uploaded on the Bank's corporate website</p> <p>3. No suggestions or queries shall be entertained after pre-bid meeting.</p>



2. Abbreviations used in this Document:

Sl. No.	Term	Abbreviation
1.	BG	Bank Guarantee
2.	BOM	Bill of Material
3.	BSE	Bombay Stock Exchange
4.	CVC	Central Vigilance Commission
5.	DD	Demand Draft
6.	EMD	Earnest Money Deposit
7.	HO	Head Office
8.	IBAN	International Bank Account Number
9.	IFSC	Indian Financial System Code
10.	IT	Information Technology
11.	IT	Information Technology
12.	JLM	Joint Lead Managers
13.	KYC	Know Your Customer
14.	LD	Liquidated Damage
15.	LLP	Limited Liability Partnership
16.	LPS	Limited Partner(S)
17.	Mn	Million
18.	MSE	Micro and Small Enterprises
19.	MSME	Micro Small & Medium Enterprises
20.	MTN	Medium Term Note
21.	NEFT	National Electronic Funds Transfer
22.	NI Act	Negotiable Instruments Act
23.	NSE	National Stock Exchange
24.	PO	Purchase Order
25.	PSU	Public Sector Unit
26.	RFP	Request For Proposal [Inter alia the term 'Tender' is also used]
27.	RTGS	Real Time Gross Settlement
28.	SFMS	Structured Financial Messaging System
29.	SWIFT	Society for Worldwide Interbank Financial Telecommunications
30.	TCO	Total Cost of Ownership
31.	TDS	Tax Deducted at Source
32.	USD	United States Dollar



**DISCLAIMER**

The information contained in this Request for Proposal ("RFP") document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of 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 Bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. 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.

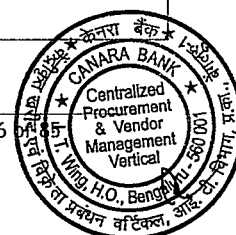
The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. This RFP document prepared by Canara Bank should not be reused or copied or used either partially or fully in any form.

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.



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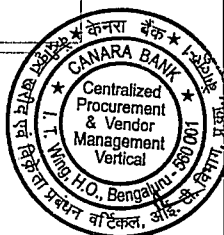
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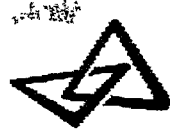


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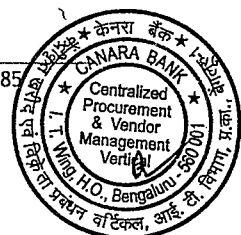
## SECTION B - INTRODUCTION

### 1. About Canara Bank

- 1.1. CANARA BANK is a one of the largest public sector bank 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 and Information Technology wing located at Naveen Complex, No.14, M G Road, Bengaluru-560001.
- 1.2. The Bank is having pan India presence of more than 9594 branches, 24 Circle offices and 176 Regional Offices situated across the States. The Bank also has offices abroad in London, Dubai and New York and more than 500 million customer accounts as at 31st December 2023.
- 1.3. The global business of the bank reached to Rs.22.18 lakh crore, with Global deposits at 12.63 lakh crore, up by 7.10% y.o.y. & Global Advances (Gross) grew at a healthy pace of 10.08% to 9.55 lakh cr. Net profit for Q2FY23 at 3606 crore, up by 42.81% y.o.y from 2525 crore (Q2FY22).
- 1.4. The government of India is the major shareholder of the Bank owning 62.93% of the bank's issued shares as at 30th September 2023. The Bank's shares are listed on BSE & NSE.
- 1.5. 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.

### 2. Definitions

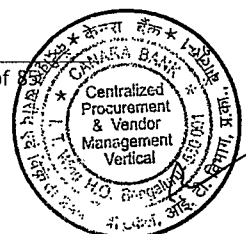
- 2.1. 'Bank' shall mean, unless excluded by and repugnant context or the meaning thereof, 'Canara Bank', described in more detail in paragraph 1.1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successors and permitted assigns.
- 2.2. 'JLM' means Joint Lead Managers extending merchant banking services who are Possessing required international accredited certification/experience of handling such issues successfully in previous past.
- 2.3. 'RFP' means Request for Proposal for Selection of Joint Lead Managers (JLM) for the Proposed International USD Bonds Issuance under Medium Term Note Programme (MTN).
- 2.4. The eligible vendor submitting the proposal in response to this RFP shall hereinafter be referred to as 'Bidder'.
- 2.5. 'Services' means "Merchant Banking services for Issuance of International USD Bonds under Medium Term Note Programme (MTN)" covering the scope of work as per Annexure-7.
- 2.6. 'Proposal' means the response (including all necessary documents) submitted by the eligible Bidder in response to this RFP.
- 2.7. 'Contract' means the agreement signed by successful Bidder and the Bank at the conclusion of bidding process, wherever required.



- 2.8. "Bid" means Technical bid and Commercial bid as per the formats prescribed in the RFP.
- 2.9. 'Bidder' means a Merchant Banker submitting the bid in response to this RFP.
- 2.10. 'Successful Bidder' / 'Selected Bidder' / 'L1 Bidder' means the Bidder who is found to be the lowest percentage of Fees quoted after conclusion of the bidding process, subject to compliance of all the Terms and Conditions of the RFP, etc.

### 3. About RFP:

- 3.1. Canara Bank is planning to go for International USD Bonds issuance of bonds under MTN Programme with proposed size of USD 300 Mn with green shoe option of USD 200 Mn under a Stand-Alone Reg S format.
- 3.2. Bank will select and appoint Joint Lead Managers depending on the issue size with requisite experience, presence and the support extended to our overseas branches & together will be designated as Joint Lead Managers. For the proposed bond issuance, the Bank will have the option of appointing additional syndicate member (s) /Advisor (s) /Co-Manager (s) if considered necessary.
- 3.3. The Bank intends to tap MTN Bonds Issuance at international markets via issuance of senior unsecured/ Tier II capital bonds under the Medium Term Note (MTN) program of the Bank. The proposed issue size is USD 300 Mn with green shoe option of USD 200 Mn. The issue size may vary based on various factors including, but not limited to, management discretion and the indicative pricing. Further, the bank intends to initiate the process relating to the selection and appointment of JLMs to prepare the requisite documents including the Offering Circular and to undertake various activities in relation to the MTN bonds issue. The selected Bidder has to provide the services in India
- 3.4. The RFP document is not a recommendation or invitation to enter the contract, agreement or any other arrangement in respect of 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. The provision of the services is subject to compliance to selection process and appropriate documentation being agreed between the Bank and selected Bidder as identified by the Bank after completion of the selection process.
- 3.5. No Bidder shall submit more than one bid. If a Bidder submits or participates in more than one bid, all the bids submitted by the Bidder shall be disqualified.
- 3.6. In the following circumstances, the Bank will have discretion to reject the Bid/response or accept the Bid/ response with conditions stipulated by bank.
- 3.6.1. Bid/Response submitted by holding company and its subsidiary
- 3.6.2. Bid/Responses submitted by two or more companies having common Director/s
- 3.6.3. Bid/Responses submitted by two or more partnership firm/company/ I-LPS having common partners





- 3.6.4. Bid/Responses submitted by two or more companies having the same group of promoters/ management
- 3.6.5. Any other bid/response in the sole discretion of the bank is in the nature of multiple bids.
- 3.7. Attested true photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. The Bank reserves the right to verify / evaluate the claims made by the Bidder/s independently.
- 3.8. The bid, correspondence and communication for the process would be in English only. No other languages, vernacular versions or translations/ transliterations are permitted. The bids which are not in English shall be rejected.
- 3.9. **Cost Borne by Bidders**
- 3.9.1. All costs and expenses (whether in terms of time or money) incurred by Bidder in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussion etc. and providing any additional information required by the Bank will be borne entirely and exclusively by the Bidder.
- 3.9.2. Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the bidding process.
- 3.9.3. In case of successful bidders as well the Bank shall not pay any expenses towards travel and conduct of the road shows.
- 3.10. **Bidder obligation to inform itself**
- 3.10.1. The Bidder must apply its own care and conduct its own investigation and analysis regarding any information contained in the Bid document and the meaning and impact of that information.
- 3.10.2. Canara Bank and its employees make no Representations or Warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of statements contained in this Document. The Bank also accepts no liability of any nature whether from negligence or otherwise, however caused arising from reliance of any bidder upon the statements contained in this RFP.

#### 4. **Objective**

- 4.1. Canara Bank invites bids from reputed Bidder who can manage end to end MTN Bond issuance for the Bank in compliance with Pre-Qualification Criteria as per Annexure-2.
- 4.2. The Bidder satisfying the Pre-Qualification Criteria as per Annexure-2 of the RFP may respond.



5. Pre-Qualification Criteria

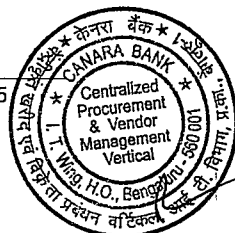
- 5.1. Non-compliance to any of the Pre-Qualification criteria would result in outright rejection of the bidder's proposal. The bidder is expected to provide proof for each of the points for Pre-Qualification evaluation. The proof provided must be in line with the details mentioned in "Documents to be submitted for Compliance". Any credential detail mentioned in "Pre-Qualification Criteria Compliance" not accompanied by relevant proof documents will not be considered for evaluation.
- 5.2. 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.

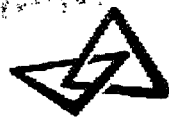
6. Scope & Responsibilities of Assignment:

- 6.1. The Broad Scope of work shall include but not be limited as mentioned in Annexure-7. Bidder has to conform compliance to the Scope of Work as mentioned in Annexure-7. 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.

6.2. Project Completion and Management

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





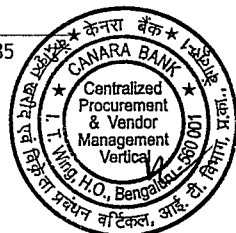
## SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS

### 1. Project Timelines

- 1.1. The Selected Bidder should accept the Purchase Order within seven (7) days from the date of issuance of Purchase Order. In case of non-receipt of acceptance by the due date, the Purchase Order shall deem to have been accepted by the vendor.
- 1.2. The Selected Bidder has to provide the following within 1 Week from the date of acceptance of Purchase Order.
  - 1.2.1. A detailed strategy for reaching out to the investors so as to create awareness about participation in the MTN BOND ISSUANCE issue.
  - 1.2.2. "Plan of Action" on each responsibility and tasks to be undertaken by the selected banker as a Lead Manager in connection with the captioned MTN BOND ISSUANCE including but not limited to all the tasks as specified above in Scope and Responsibilities. "
- 1.3. The time of completion shall be vital to the Contract. The successful bidder shall complete the assignment as per the timelines stipulated here below:

Phase details	Activity	Timelines*	Cumulative weeks ( from the date of Acceptance of Purchase Order)
Phase 1	Submission of Plan of Action/Details Strategy	1 Week from the date of acceptance of Purchase Order	1 week
Phase 2	Completion of Issuance of MTN Bonds Process as per the requirement of the Bank.	3 Weeks from the date of completion of Phase-1	4 Weeks

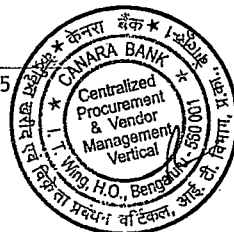
- 1.4. The Bank at its discretion shall review the progress/ development Weekly or as and when required by the Bank.
- 1.5. Any extension/modification of the completion date due to unforeseen delays shall be by mutual consent.
- 1.1. The bids received and accepted will be evaluated by the Bank to ascertain the best quality and competitive bid in the interest of the Bank. However, the Bank does not bind itself to accept 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.
- 1.2. 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.
- 1.3. If the Bidder fails to complete the assignment as per the time frame prescribed in the RFP, and extensions if any allowed, it will be breach of contract. The Bank reserves its right to cancel the order in the event of delay and invoke the Bank Guarantee.



- 1.4. The selected Bidder/JLM must provide professional, objective and impartial advice at all times and hold the Bank's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- 1.5. Bank reserves the right to change the timelines in order to comply with regulatory guidelines without any additional cost to the Bank.

## 2. Payment Terms

- 2.1. 100% payment will be released on successful completion of the issuance of MTN Bonds at International markets.
- 2.2. All payments shall be released directly by the Bank to the bidder except as otherwise provided in the tender. All payments by the Bank will be effected in USD. Taxes will be deducted as applicable. Subject to any deductions from the Contract price as per Contract, the Bidder shall be entitled to receive the contract price in the following manner after accomplishment of assigned tasks.
- 2.3. The fees shall be paid by the Bank to the JLMs and other intermediaries subject to withholding taxes as per applicable laws. For this, the prospective JLMs and other intermediaries are required to submit the relevant tax documents as asked by Bank to ascertain the tax liability in India.
- 2.4. In case the issuance could not be done (for any reason whatsoever including market conditions) during the validity of the assignment, the JLMs shall not be paid any fees related to drawdown and thus will have to bear their own costs and expenses.
- 2.5. Bank will release the payment on completion of activity and on production of relevant documents/invoices. Please note that Originals of invoices (plus One Copy) reflecting relevant details, Proof of delivery duly signed by Bank officials of the respective Branch/office while claiming payment in respect of orders placed.
- 2.6. The vendor has to submit work completion report duly signed by the Bank officials of the respective offices along with the invoice in originals while claiming payment.
- 2.7. Bank will not pay any amount in advance.
- 2.8. Payment shall be released within 30 days from submission of relevant documents as per RFP terms.
- 2.9. The bank shall finalize the work completion format mutually agreed by the bidder (if any). The bidder shall strictly follow the mutually agreed format and submit the same for each location while claiming sign off reports.
- 2.10. The payments will be released through NEFT / RTGS/SWIFT after deducting the applicable LD/Penalty (if any) and TDS centrally by Head Office at Bengaluru and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code, IBAN etc.





### 3. Subcontracting

- 3.1. The selected JLMs firm/company shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under the contract. In case, any particular specialized service in the scope of consultancy requires subcontracting, only such activity, by providing such details to the Bank, can be subcontracted only with prior permission from the Bank in writing. However, any payment to such subcontract is to be paid by the JLMs firm/company and the Bank will not pay any amount other than the fixed fee quoted for that particular assignment.
- 3.2. After Selection process of the bidder and order placement, resources deployed should be employed with the selected bidder and they should be on the payroll of the selected bidder.
- 3.3. In case subcontracting is warranted in interest of the project, the selected bidder should take consent of the Bank before undertaking any such agreement. Notwithstanding the aforesaid, the selected bidder alone shall be accountable and liable for the services under the RFP and accountability and responsibility of the resource provided shall lie with selected bidder only. Bank shall hold correspondence only with the selected bidder.
- 3.4. 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.



**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 Bidders in all such cases should seek clarification in writing in the same serial order as that of the RFP by mentioning the relevant page number and clause number of the RFP as per 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					
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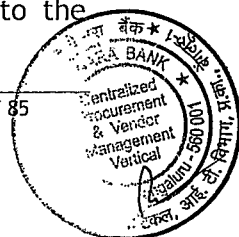
- 1.2. All communications regarding points requiring clarifications and any doubts shall be given in writing to The Deputy General Manager, Canara Bank, Centralized Procurement & Vendor Management Vertical, IT Wing, HO (Annexe), #14, Naveen Complex, MG Road, Bengaluru - 560001 in email to [dittenders@canarabank.com](mailto:dittenders@canarabank.com) by the intending Bidders as per the bid schedule.

- 1.3. No queries will be entertained from the Bidders 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 Bidders 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 Bidders shall be present during the scheduled time. In this connection, Bank will allow maximum of Two (2) representatives from each Bidder to participate in the pre-bid meeting.
- 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 Bidders 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 Bidders.

2.6. Non reply to any of the queries raised by the Bidders 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., <https://canarabank.com/tenders.aspx>) and will be binding on all Bidders and no separate communication will be issued in this regard.

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

### 4. Bid System Offer

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

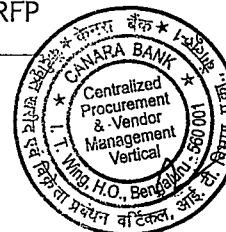
4.1. **Part A - Technical cum Eligibility Proposal:** Indicating the response to the Pre-Qualification Criteria, Scope of Work, Technical Evaluation Criteria and other terms & conditions. The format for submission of Technical cum Eligibility is as per Appendix-A.

4.2. **Part B - Commercial Bid:** Furnishing all relevant information as required as per Bill of Material as per Annexure-13. The format for submission of Commercial bid is as per Appendix-B.

### 5. Preparation of Bids

5.1. The Bid shall be typed or written in English language with font size of 12 in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall affix signature in all pages of the Bids, except for un-amended printed literature.

5.1.1. The Two (2) parts as stated above, should be placed in two separate envelopes super scribed with 'Technical Proposal' and 'Commercial Bid' respectively and properly closed and sealed. Thereafter, both the envelopes shall be placed inside another envelope and properly closed and sealed. The final envelope should be super scribed as "Selection of Joint Lead Managers (JLMs) for the Proposed International USD Bonds Issuance under Medium Term Note Programme (MTN) in response to RFP



03/2023-24 dated 14/03/2024" (includes separately sealed 'Technical Proposal' and 'Commercial Bid') on the top of the envelope. All the envelopes shall bear the name and complete postal address of the bidder as well as the addressee, namely the Divisional Manager, Canara Bank, Centralised Procurement & Vendor Management Vertical, IT Wing, First Floor, Naveen Complex, 14 M G Road, Bengaluru - 560001.

- 5.1.2. All the pages of Bid including Brochures should be made in an organized, structured, and neat manner. All the pages of the submitted bids should be paginated with Name, Seal and Signature of the Authorized Signatory. Authorization letter for signing the Bid documents duly signed by Company's Authorized signatory should be submitted.
- 5.1.3. All the envelopes shall bear the name and complete postal address of the Bidder and authority to whom the Bid is submitted.

5.2. **Part A - Technical cum Eligibility Proposal**

- 5.2.1. Before submitting the bid, the bidders should ensure that they conform to the Pre-Qualification criteria as stated in **Annexure-2** of this RFP. Only after satisfying themselves of the Pre-Qualification criteria, the Offer should be submitted.
- 5.2.2. Separate envelope for the Part-A -Technical cum Eligibility should contain documents as per the format in **Appendix-A**. Relevant technical details and documentation should be provided along with Technical cum Eligibility.
- 5.2.3. It is mandatory to provide the compliance to Scope of Work in the exact format of **Annexure-7** of this RFP.
- 5.2.4. The bidder shall acknowledge the RFP document and all other documents uploaded along with the RFP by signing and stamping each page as an acceptance. Non-compliance of this may result in disqualifying the bidder.
- 5.2.5. 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.
- 5.2.6. The Bank shall not allow/ permit changes in the policy wordings once it is submitted.
- 5.2.7. The Technical cum Eligibility should be complete in all respects and contain all information sought for as per **Appendix-A**. Masked Bill of Material must be attached in Technical Offer and should not contain any price information. The Part A - Technical cum Eligibility Proposal should be complete and should cover all products and services. Technical cum Eligibility without masked Bill of Materials will be liable for rejection.
- 5.2.8. Masked Bill of Material which is not as per below instruction will make Bid liable for rejection:
  - 5.2.8.1. Should be replica of Bill of Material.
  - 5.2.8.2. It should not provide any price information like bps, percentage details etc.



**5.3. Part B - Commercial Bid**

- 5.3.1. 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 information as per Annexure-13. Any deviations from the Bill of Material/ non submission of quotation as per the format shall make the bid liable for rejection. The Taxes (if any) as applicable.
- 5.3.2. Under no circumstances the Bill of Material should be kept in Part-A (i.e. Technical Proposal) Cover. The placement of Bill of Material in Part A (i.e. Technical Proposal) cover will make bid liable for rejection.
- 5.3.3. 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/percentage information (with Price/Percentage masked). Any change in the Bill of Material format may render the bid liable for rejection.
- 5.3.4. Bidder must take care in filling price/percentage information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- 5.3.5. 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.

**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 favor 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-E.
- 6.3. The Bank Guarantee should be obtained from any of the Scheduled Commercial Bank other than Canara Bank.
- 6.4. 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-E. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be rejected summarily.
- 6.5. 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.>

Bidders are requested to clearly mention the Name of the Firm with RFP No. in the Narration field.

- 6.6. Non submission of EMD with Technical Proposal leads to rejection of Bid.
- 6.7. The EMD of the Bidders 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 from the acceptance of Purchase Order.
- 6.8. The EMD may be forfeited/ Bank Guarantee may be invoked:
- 6.8.1. If the Bidder withdraws or amends the bid during the period of bid validity specified in this document.
- 6.8.2. If the selected Bidder fails to accept the purchase order within 7 days or fails to sign the contract with the terms of the RFP.

**7. Costs & Currency**

The Offer must be made in USD only as per Bill of Material (Annexure-13).

**8. 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.

**9. 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.





## 10. Submission of Bids

- 10.1. The sealed envelope containing the response to RFP along with the required documents shall be super scribed on the top of the envelope "Selection of Joint Lead Managers (JLMs) for the Proposed International USD Bonds Issuance under Medium Term Note Programme (MTN) "in response to RFP 03/2023-24 dated 14/03/2024" 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.
- 10.2. If the last day of submission of bids is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the last day for submission of the RFP. The Bid/s which is/are deposited after the said date and time shall not be considered.
- 10.3. Bids sent through post/courier will not be accepted/evaluated. No offer will be accepted directly.
- 10.4. 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.
- 10.5. The following officials will facilitate in bid related queries and make arrangements for deposit of bid documents.

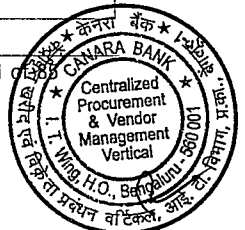
First Official	Alternate Official
Senior Manager Canara Bank Centralized Procurement & Vendor Management Vertical, IT Wing, First Floor, Naveen Complex, 14 M G Road, Bengaluru - 560 001. Tel - 080 25590070	Divisional Manager Canara Bank Centralized Procurement & Vendor Management Vertical, IT Wing, First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

- 10.6. 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.

## 11. Bid Opening:

- 11.1. The Part A-Technical Proposal shall be opened in the presence of the Bidder's representative/s who may choose to attend the bid opening as per following schedule.

Date	Day	Time	Venue
05/04/2024	Friday	Up-to 3:00 pm	Canara Bank, 1 <sup>st</sup> Floor, CP&VM Vertical, IT Wing-HO (Annex), Naveen Complex, 14 M G Road, Bengaluru 560001.



- 11.2. 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-D) enclosed.

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

- 11.3. 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.

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

11.4.1. Name of the Bidders.

11.4.2. Presence or absence of EMD.

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

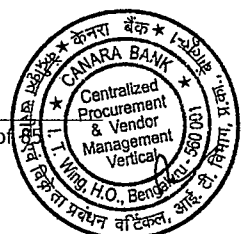
- 11.5. If any of the bidders or all bidders who submitted the tender are not present during the specified date, time, and venue of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening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

- 11.6. The Part A- Technical Proposal submitted by the bidder will be evaluated based on the document submitted in Part A- Technical Proposal. Bidder/s not submitting any document/s or not complying with terms and conditions will be liable for rejection. The Part B-Commercial Bid of only those bidders who qualified in Part A - Technical Proposal will be opened with due communication by the bank.

- 11.7. 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.

- 11.8. 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.

- 11.9. 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 confirms to all terms and conditions, scope of work and technical requirements 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 bidders/any of the bidders on the offer made by them. The bidder has to respond to the bank and submit the relevant proof/supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Bank.
- 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 bidders and the Bank reserves the right for such waivers.

### 3. Evaluation of Bids

- 3.1. The Bank will evaluate the bids submitted by the Bidders 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 Bidders 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 Bidders for compliance to Scope of Work, Technical evaluation criteria and other terms & conditions as stipulated in the RFP.
- 3.2.3. The Bidders should score minimum 70% marks in Technical evaluation criteria (Annexure-8) to qualify under Technical Proposal evaluation.

#### 3.3. Commercial Bid

The Commercial Proposals of only those bidders who qualified in Technical cum Eligibility will be opened in the due date which will be notified by the Bank. The



Commercial Bid submitted by the bidder will be evaluated based on Bill of material submitted by the Bidder.

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

- 3.4.1. The Bank reserves the right to call for a presentation as a Part of Technical Proposal evaluation.
- 3.4.2. Bidders 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 or any of them to arrange for the demonstration of their solution/services more than once if felt necessary before.
- 3.4.3. 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.
- 3.4.4. 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.
- 3.4.5. 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**

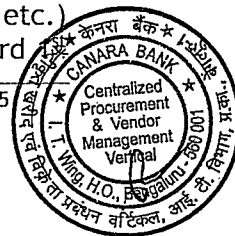
- 4.1. The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that, shortlisted bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that, any of the Bids needs to be normalized 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

**5. Intimation to Qualified/Successful Bidders**

The Bank will prepare a list of qualified Bidders at each stage on the basis of evaluation of Part A - Technical cum Eligibility Proposal and Part B - Commercial Bid. The names of qualified Bidders at each stage would be notified by Bank. Commercial Bids of only technical qualified Bidders shall be opened. Final list of the Bidders (L1, L2, L3 etc.) will be announced as indicated above and it will be published in the Notice Board



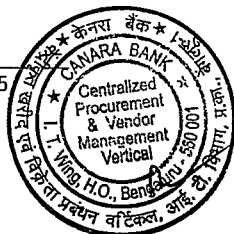




Floor, CP & VM vertical, IT Wing. No separate intimation will be sent to successful Bidder.

**6. Selection of successful Bidder**

- 6.1. The bidder/s who quotes the lowest Percentage (L1) will be referred as the lowest quoted bidder. The bank will inform the percentage quoted by the L1 bidder and will then request matching of the percentage quoted by the L1 to the L2, L3, and subsequent bidders.
- 6.2. The bank reserves the right to select 2 or 3 JLMs as the successful bidders at its own discretion.
- 6.3. Bank may award contract with the selected L1 bidder/s at its discretion as per the below terms:
  - 6.3.1. In case L-2 refuse to match L-1 quote, option will be given to L-3 to match the L1 quote and so on, if L3/next lowest quoted bidder match the L-1 quote, then the order will be awarded to L1 and L3/next lowest quoted bidder.
  - 6.3.2. In case L-2 & L-3 both vendors matching the rate of L-1, then the order may be awarded to L1, L2 and L3.
  - 6.3.3. All the selected JLMs will work together or individually for successful completion of the issuance process.
- 6.4. 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.
- 6.5. 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
- 6.6. 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.



**SECTION F - OWNERSHIP & AWARDING OF CONTRACT**

**1. Bid Validity Period**

The Offer submitted and the prices quoted therein shall be valid for 90 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 must provide categorical and factual replies to specific questions. Bidders may provide additional technical literature relating to their proposal but in a separate Annexure. Correct and current technical details must be completely filled in. The Appendices/Annexures to this RFP shall form integral part of the RFP.

**3. Project Ownership**

3.1. If the bidder is offering solutions/ products/ Services from other bidders/principals, as required in this RFP, they shall detail the responsibilities of the parties involved and also submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the Services offered.

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.

**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 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.
- 5.2. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.
- 5.3. 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.
- 5.4. 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. Effective Date

- 6.1. The effective date shall be date of acceptance of the order by the selected bidder. However, the bidder shall submit the acceptance of the order within seven days from the date of receipt of order.
- 6.2. Failure to accept the order within seven days from the date of receipt of the order, makes the EMD liable for forfeiture at the discretion of the Bank.

## 7. 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 immediately after the 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.

## 8. Fixed Price

The prices/percentage quoted in the tender response will be fixed for the period of the contract.

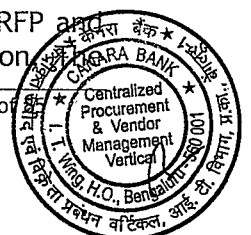
## 9. Expenses

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.

## 10. Execution of Agreement

- 10.1. Within 21 days from the date of acceptance of the Purchase Order, 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.



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.

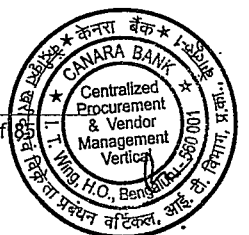
**11. Order Cancellation/ Termination of Contract**

- 11.1. Bank shall serve the notice of termination to the bidder at least 7 days prior, of its intention to terminate services without assigning any reasons.
- 11.2. 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:
- 11.2.1. Delay in delivery of services in the specified period.
- 11.2.2. Breaches in the terms and conditions of the Order.
- 11.3. 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:
- 11.3.1. Non submission of acceptance of order within 7 days of order.
- 11.3.2. Excessive delay in execution of order placed by the Bank.
- 11.3.3. The selected bidder commits a breach of any of the terms and conditions of the bid.
- 11.3.4. The bidder goes in to liquidation voluntarily or otherwise.
- 11.3.5. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
- 11.3.6. The progress made by the selected bidder is found to be unsatisfactory.
- 11.3.7. If found blacklisted by any Govt. Department/ PSU/ other Banks/ CERT-In, during the course of contracted period.
- 11.4. 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.
- 11.5. 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.





- 11.6. 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.
- 11.7. 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 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. The selected Bidder shall take all steps to ensure safety of Bidder's and the Bank's personnel during execution of the contract and also be liable for any consequences due to omission or act of the selected Bidder or their sub-Bidders.
- 2.2. 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.

### 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 if any change occurs during contract period.
- 3.4. Participation by Bidder with a conflict of interest situation will result in the disqualification of the Bidder.

### 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.

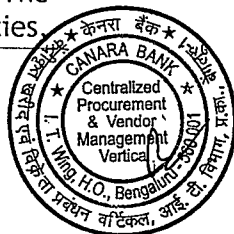




- 4.3. In case the performance of the selected bidder/their agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, the selected bidder shall have to replace the said person within the time limits stipulated by the Bank. Where the selected bidder fails 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 the resources:
  - 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 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.
- 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 pertaining to services 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 other than as envisaged under the RFP 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. Confidentiality and Non-Disclosure**

10.1. 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-9.

10.2. 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.

**11. Adherence to Banks IS Security/Cyber Security Policies:**



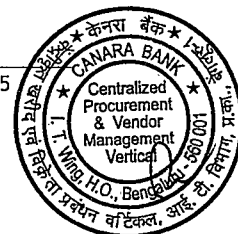


- 11.1. BIDDER/VENDOR/ SERVICE PROVIDER shall comply with Bank's various policies like Information Security policy and Cyber Security Policy, Internet Policy, Information System Audit Policy, E-Mail policy and Guidelines, wherever applicable.
- 11.2. In case of any security incident including but not limited to data breaches, denial of service, service unavailability, etc., the Bidder/vendor/Service Provider shall immediately report such incident to the Bank.

## 12. Corrupt and Fraudulent Practices

- 12.1. 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:
- 12.2. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- 12.3. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- 12.4. The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 12.5. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 12.6. The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.
- 12.7. Any effort/ attempt by a bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.
- 12.8. The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time.

## 13. Protection of Data:





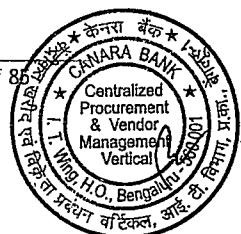
- 13.1. The BIDDER/ VENDOR/ SERVICE PROVIDER warrants that at all times, when delivering the Deliverables and providing the Services, use appropriate procedures and care to avoid loss or corruption of data. However, in the event that any loss or damage to Bank data occurs as a result of Bidder/Vendor/Service provider failure to perform its responsibilities in the RFP, Bidder/Vendor/Service Provider will at Bank's request correct or cause to be corrected any loss or damage to Bank data. Further, the cost of the any corrective action in relation to data loss of any nature will be borne by Bidder/Vendor/Service Provider, if such loss or damage was caused by any act or omission of Bidder/Vendor/Service provider or its officers, employees, contractors or agents or other persons under Bidder/ Vendor/Service provider control.
- 13.2. Where the terms of the RFP/Gem Bid/PO require any data to be maintained by the Bank, the Bank agrees to grant, Bidder/Vendor/Service provider such access and assistance to such data and other materials as may be required by Bidder/Vendor/Service Provider, for the purposes of correcting loss or damage to Bank data.
- 13.3. The BIDDER/VENDOR/ SERVICE PROVIDER is required to adhere to RBI guidelines for storage of data in India as per regulatory requirements, also to provide complete details of data captured, processed and stored, maintain confidentiality of the bank's and its customer's data and report same to the bank, Bidder/Vendor/Service provider will be liable to bank for any event for security breach and leakage of data/information.
- 13.4. The BIDDER/VENDOR/ SERVICE PROVIDER should ensure that it is complying with applicable guidelines issued by regulatory bodies on Digital Data Protection Act 2023 and its future amendments and communications.

#### 14. Amendments to Contract

The terms and conditions of this Agreement may be modified by Parties by mutual agreement from time to time. No variation of or amendment to or waiver of any of the terms of this Agreement shall be effective and binding on the Parties unless evidenced in writing and signed by or on behalf of each of the Parties.

#### 15. Indemnity

- 15.1. The BIDDER/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:
  - 15.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the BIDDER/VENDOR/ SERVICE PROVIDER;
  - 15.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the BIDDER/VENDOR/ SERVICE PROVIDER;





- 15.1.3. Fines, penalties, or punitive damages levied on Bank resulting from supervisory actions due to breach, default or non-performance of undertakings, warranties, covenants, or obligations by the BIDDER/VENDOR/ SERVICE PROVIDER.
- 15.2. The BIDDER/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 service provided by them.
- 15.3. All Employees engaged by the BIDDER/VENDOR/ SERVICE PROVIDER shall be in sole employment of the BIDDER/VENDOR/ SERVICE PROVIDER and the BIDDER/VENDOR/ SERVICE PROVIDER shall be solely responsible for their salaries, wages, statutory payments etc. 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/VENDOR/ SERVICE PROVIDER.
- 15.4. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
- 15.5. BIDDER/VENDOR/ SERVICE PROVIDER aggregate liability shall be subject to an overall limit of the total Cost of the project.
- 15.6. The limits specified in above clauses shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or loss caused due to breach of confidentiality obligations or applicable data protection laws or commission of any fraud by the bidder or its employees or agents 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.
- 16. Conflict of Interest**
- 16.1. BIDDER/VENDOR/ SERVICE PROVIDER represents and warrants that it has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
- 16.2. BIDDER/VENDOR/ SERVICE PROVIDER represents and warrants that if any such actual or potential conflict of interest arises under this Agreement, Vendor/Service Provider shall immediately inform the Bank in writing of such conflict.
- 16.3. BIDDER/VENDOR/ SERVICE PROVIDER acknowledges that if, in the reasonable judgment of the Bank, such conflict poses a material conflict to and with the performance of VENDOR/ SERVICE PROVIDER's obligations under this Agreement, then the Bank may terminate the Agreement immediately upon Written notice to VENDOR/ SERVICE PROVIDER; such termination of the Agreement shall be effective upon the receipt of such notice by VENDOR/ SERVICE PROVIDER.

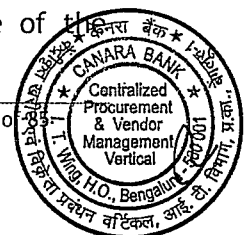
**17. General Conditions to Contract:**



- 17.1. The BIDDER/VENDOR/ SERVICE PROVIDER shall during the validity of this contract, provide access to all data, books, records, information, logs, alerts and business premises relevant to the service provided under this agreement to the Bank.
- 17.2. The BIDDER/VENDOR/ SERVICE PROVIDER shall adhere to RBI guidelines/ any other applicable regulatory guidelines for storage of data in India/ abroad as per regulatory requirements, also to provide complete details of data captured, processed and stored, maintain confidentiality of the bank's and its customer's data and report same to the bank, Vendor/Service Provider shall be liable to bank for any event for security breach and leakage of data/information.
- 17.3. 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.
- 17.4. 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.
- 17.5. All remedies of either BANK or BIDDER/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.
- 17.6. If any provision of Contract or the application thereof to any person or Party [BANK/ BIDDER/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 BIDDER/VENDOR/ SERVICE PROVIDER] shall endeavour 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.
- 17.7. None of the provisions of Contract shall be deemed to constitute a partnership between the Parties [BANK and BIDDER/VENDOR/ SERVICE PROVIDER] and neither Party [BANK nor BIDDER/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.
- 17.8. Contract shall not be intended and shall not be construed to confer on any person other than the Parties [BANK and BIDDER/ VENDOR/ SERVICE PROVIDER] hereto, any rights or remedies herein.

## 18. Force Majeure

- 18.1. 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.

- 18.2. 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.
- 18.3. 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.
- 18.4. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the 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.

#### 19. Responsibilities of the Bidder

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

- 19.1. The Bidder has arrived at the prices/percentage in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition.
- 19.2. The prices/percentage in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
- 19.3. No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- 19.4. 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.
- 19.5. 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 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.

- 19.6. The selected Bidder should also abide by the provisions of Digital Data Protection Bill 2023 and its subsequent amendments.

## 20. Adoption of Integrity Pact

- 20.1. The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/ officials of both sides, not to resort to any corrupt practices in any aspect/ stage of the contract.
- 20.2. Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible to participate in the bidding process.
- 20.3. The Bidders shall submit signed Pre Contract integrity pact as per Appendix-F along with Part A - Technical cum Eligibility. Those Bids which are not containing the above are liable for rejection.
- 20.4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.
- 20.5. Bidders to disclose the payments to be made by them to agents/ brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- 20.6. 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 bidders and exclusion from future business dealings.
- 20.7. 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.
- 20.8. 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 bidders and exclusion from future business dealings.
- 20.9. Integrity pact shall be signed by the person who is authorized to sign the Bid.
- 20.10. The Name and Contact details of the Independent External Monitor (IEM) nominated by the Bank are as under:

Smt. Dolly Chakrabarty Email: dollychakrabarty@gmail.com	Sri. Hem Kumar Pande Email: hempande@hotmail.com
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**21. 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.

**22. 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.

**23. Modification/Cancellation of RFP**

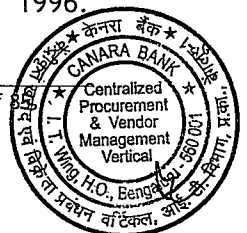
The bank reserves the right to modify/ cancel/ re-tender without assigning any reasons whatsoever. The bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection/cancellation.

**24. Social Media Policy**

- 24.1. No person of the bank or the contractors and third parties shall violate the social media policy of the bank.
- 24.2. 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:
  - 24.2.1. Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.
  - 24.2.2. 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.
  - 24.2.3. Any unauthorized use or disclosure of Bank's confidential information or data.
  - 24.2.4. 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.

**25. 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 then 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.



**26. Legal Disputes and Jurisdiction of the court**

- 26.1. 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.
- 26.2. 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 (if any) 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]:

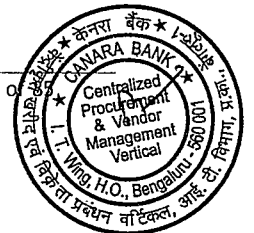
Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification no. D.L.-33004/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the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

- 1.1. 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:
  - 1.1.1. District Industries Centres or
  - 1.1.2. Khadi Village Industries Commission or
  - 1.1.3. Khadi & Village Industries Board or
  - 1.1.4. Coir Board or National Small Industries Corporation or
  - 1.1.5. Directorate of Handicrafts & Handloom or
  - 1.1.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
  - 1.1.7. Udyam Registration Certificate
- 1.2. MSEs are exempted from paying EMD, subject to furnishing of Valid certificate for claiming Exemption.
- 1.3. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract 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.
- 1.4. 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.
- 1.5. The details are available on web site [dcmsme.gov.in](http://dcmsme.gov.in) Interested vendors are requested to go through the same for details.

### 2. Start-up:

- 2.1. Applicable for Indian Bidders only as defined in gazette notification no. D.L.-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.
- 2.2. 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.


- 2.3. Further, the Start-ups are also exempted from submission of EMDs.



- 2.4. 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.
- 2.5. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract 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.

Date:14/03/2024

Place: Bangalore

  
Deputy General Manager



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

Reference No:

Date:

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

Dear Sir,

**SUB: Selection of Joint Lead Managers (JLM) for the Proposed International USD Bonds Issuance under Medium Term Note Programme (MTN)**

**Ref: RFP 03/2023-24 dated 14/03/2024**

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.

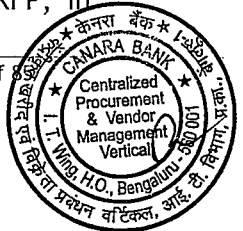
If our offer is accepted, we undertake to complete the formalities of deliverables as per timelines mentioned in the RFP for each ordered locations.

If our offer is accepted, we undertake to provide Consultancy Services/ 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 favour of Canara Bank as EMD or Exemption certificate in lieu of EMD.

We agree to abide by this offer till 90 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 H1 bid 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 Bidders.



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.

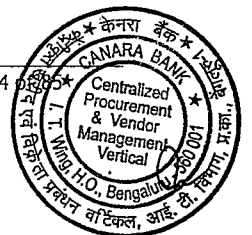
We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Date:

Signature with seal

Name:

Designation:





**Annexure-2**  
**Pre-Qualification Criteria**

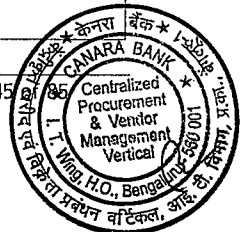
[On Firm's / Company's letter head]

**SUB: Selection of Joint Lead Managers (JLM) for the Proposed International USD Bonds Issuance under Medium Term Note Programme (MTN).**

**Ref: RFP 03/2023-24 dated 14/03/2024**

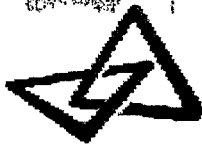
We have carefully gone through the contents of the above referred RFP along with replies to pre-bid queries & amendment, if any and furnish the following information relating to Pre-Qualification Criteria.

Sl. No.	Pre-Qualification Criteria	Documents to be submitted In compliance with Pre-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.500/- or more (as per respective state Stamp Act) as per Appendix-F.	
2.	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.	The bidder should submit letter of confirmation on the Company's letter head to this effect.	
3.	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 in India for last 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.	
4.	Bidders should not be under debarment/ blacklist period for breach of contract/ fraud/ corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/	The Bidder should submit self-declaration on the Company's letter head to this effect.	



	departments on the date of submission of this RFP.		
5.	<p>Any Bidder from a country which shares a land border with India will be eligible to bid, only if the Bidder are registered with the Competent Authority. Bidder (entity) from a country which shares a land border with India means:</p> <p>a. An entity incorporated, established or registered in such a country; or</p> <p>b. A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d. An entity whose beneficial owner is situated in such a country; or</p> <p>e. An Indian (or other) agent of such an entity; or</p> <p>f. A natural person who is a citizen of such a country; or</p> <p>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p>	<p>A declaration stating "We have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from such a country, has been registered with Competent Authority. We hereby certify that we and our OEM fulfills all requirements in this regard and are eligible to be considered" to be submitted in Company's letter head.</p> <p>[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]</p>	
6.	The Bidder should have average turnover of Rs.20.00 Cr or above in the last 3 (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(UDIN).	
7.	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 three financial years ,ending on 31/03/2023.	The Bidder should submit certificate from the Company's Chartered Accountant with UDIN to this effect.	
8.	The Bidder should have Minimum Five years previous experience of handling Bond issuance of USD 300 mn or above of reputed entities.	The bidder should submit Satisfactory performance certificate from clients/ Contract/Engagement Certificate with client.	
9.	The bidder should possess a Certificate/License for Advising on securities or registered as Exempt	Copy of valid License/ Certificate or registration certificate as Exempt Capital	

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	Capital Market Services Entity or any similar License/Certificate from Overseas Regulators.	Market Services Entity or any similar License	
--	---------------------------------------------------------------------------------------------	-----------------------------------------------	--

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 Pre-Qualification Criteria should be part of Technical cum Eligibility.

Date:

Signature with seal

Place:

Name:

Designation :





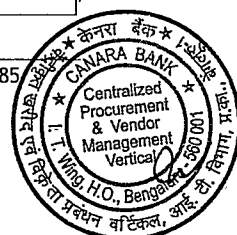
**Annexure-3**  
**Bidder's Profile**

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

**SUB: Selection of Joint Lead Managers (JLM) for the Proposed International USD Bonds Issuance under Medium Term Note Programme (MTN)**

**Ref: RFP 03/2023-24 dated 14/03/2024**

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)/Registration Details	
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)	Number of Years in the Business	
8)	Number of years of experience in Handling similar projects for Banks.	
9)	Address for Correspondence: Registered Office: Corporate Office: Office in India:	
10)	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)	
11)	Domestic Customer Base (Number of Clients where Consultancy Service have been provided in India)	





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12)	PAN number GSTIN (If Applicable) SWIFT IBAN <u>Beneficiary Bank Details</u> Beneficiary Name Beneficiary Account Number Type of Account (OD/OCC etc.) Name of the Bank and Branch address	
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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.

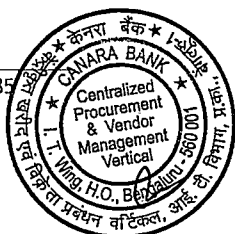
Date:

Place :

Signature with seal:

Name:

Designation :



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Canara Bank

**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: Selection of Joint Lead Managers (JLM) for the Proposed International USD Bonds Issuance under Medium Term Note Programme (MTN)**

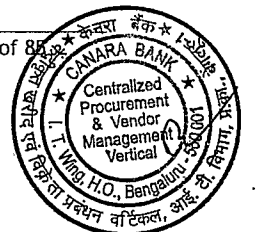
**Ref: RFP 03/2023-24 dated 14/03/2024.**

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 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 Authorised Signatory]  
Name:  
Designation:  
Seal:



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Canara Bank

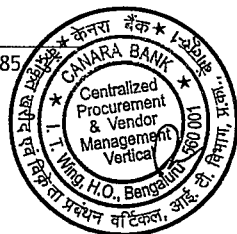
Annexure-5List of Major Customers of the Bidder in Last 3 Years and References

SUB: Selection of Joint Lead Managers (JLM) for the Proposed International USD Bonds Issuance under Medium Term Note Programme (MTN),

Ref: RFP 03/2023-24 dated 14/03/2024.

Sl. No.	Name and complete Postal Address of the Customer	Name, Designation, Telephone, Fax, Telex Nos., e-mail address of the contact person (customer)	Nature and Description of the business during last 3 years	Satisfactory Letter from customer to be Enclosed or Purchase Orders to be enclosed
1	2	3	4	5

(Enclose necessary documentary proof)



Annexure-6  
Office Details

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

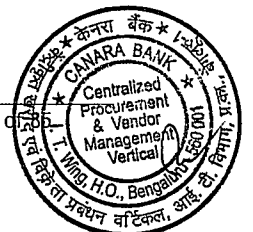
SUB: Selection of Joint Lead Managers (JLM) for the Proposed International USD Bonds Issuance under Medium Term Note Programme (MTN)

Ref: RFP 03/2023-24 dated 14/03/2024.

Sl. No.	Name of the Office	Address and Telephone No's	E-mail ID of office	Number of Employees
1.	Any location in India			
2.	Other Locations (If any)			

Date:  
Place :

Signature with seal:  
Name:  
Designation :



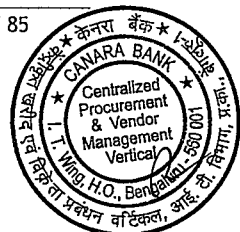
Annexure-7Scope of Work

**SUB: Selection of Joint Lead Managers (JLM) for the Proposed International USD Bonds Issuance under Medium Term Note Programme (MTN)**

**Ref: RFP 03/2023-24 dated 14/03/2024.**

**SCOPE & RESPONSIBILITIES OF ASSIGNMENT:**

1. Arranging the issuance of Stand-Alone Reg S Bonds; coordination with all agencies/ counsels/ intermediaries etc.; full underwriting at launch; make arrangements/ logistics for conducting road shows at various centres and promote the issue among the investors; completion of all documentation and compliances and any matter incidental thereto. The decision of the Bank shall be final and binding with regard to the scope of work/ services of the Lead Manager/s and modalities of underwriting shall be determined by Canara Bank.
2. Advise the Bank on the timings and the modalities of the MTN Bonds issuance in due conformity of all extant regulatory and statutory guidelines.
3. Advise the Bank on all matters related to the MTN Bond Issuance matters.
4. Assist in selection of intermediaries, if any, to be appointed by the Bank and coordinate the work of all intermediaries. Coordination with all agencies/counsels/ intermediaries etc.
5. Co-ordinate with legal counsel for due diligence activities and preparation of the Draft Offer Document/ Offer Document and completing all stipulated requirements and formalities of regulatory/ statutory authorities.
6. Assist in the launching and best pricing of the Issue, allocation of bonds and concluding of Interest Rate Swaps, etc.
7. Providing any analytical and transactional support required by the Bank for successful completion of the MTN Bond Issuance issue.
8. Conduct pre-market survey, road shows, generate interest amongst prospective investors and undertake the book building exercise for the Bank. Arranging meetings with the key investors and facilitate communication about the growth potential of the Bank and articulating the key marketing themes and positioning of the Bank.
9. Ensure completion of all post issue related activities as per applicable laws, rules and guidelines.
10. Rendering such other assistance as may be required in connection with the MTN Bond Issuance issue.
11. Listing of bonds on the designated stock exchange.
12. Transfer of funds to Bank's account on completion of the transaction.
13. Perform all other activities/responsibilities incidental or arising out of the MTN Bond Issuance.
14. Within 1 Week from the date of issue of the appointment letter selected JLMs will submit to the Bank:





- a. A detailed strategy for reaching out to the investors so as to create awareness about participation in the MTN Bond Issuance issue.
  - b. "Plan of Action" on each responsibility and tasks to be undertaken by the selected banker as a Lead Manager in connection with the captioned MTN Bond Issuance including but not limited to all the tasks as specified above in Scope and Responsibilities. "
15. The selected JLMs will be required to provide regular updates as decided by the Bank, regarding the progress made on the final Plan of Action (as referred above) and the tasks undertaken (including follow-ups done) etc. during the preceding period and the course of action for the period after the day this update is being given.
16. The JLMs will be required to complete all documentation and compliances and any matter incidental thereto with issuance of MTN Bonds.

The decision of the Bank shall be final and binding with regard to scope of work/services of the Lead Managers.

Note: The above list is inclusive and not exhaustive i.e. Terms of reference shall include providing professional assistance for all activities required for the implementation. The terms of reference shall also include implementation of the guidelines/ recommendations/ instructions of the Reserve Bank of India/ Ministry of Corporate Affairs/ Indian Banks Association/ Securities Exchange Board of India issued or to be issued during the contract period, to the satisfaction of the Bank without any additional cost.

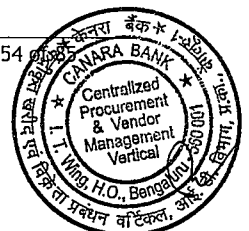
We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection. All documentary evidence/ certificates confirming compliance to Scope of Work should be part of Technical cum Eligibility.

Date:

Signature with seal

Name:

Designation:





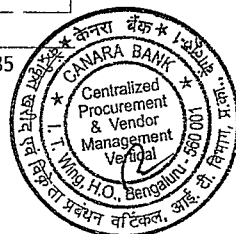
**Annexure-8**  
**Technical Evaluation Criteria**

**SUB: Selection of Joint Lead Managers (JLM) for the Proposed International USD Bonds Issuance under Medium Term Note Programme (MTN)**

**Ref: RFP 03/2023-24 dated 14/03/2024**

Technical bids will be subjected to following evaluation process. The eligible bidders will be required to give a presentation to the bank for technical evaluation.

Sl. No.	Criteria	Marks	Max Marks	Documents to be submitted
1.	International distribution/ Physical presence in Abroad.	Each location in an Area shall be given Maximum 5 Marks for each location.	20	Self-Declaration letter confirming the location details in company letter head.
2.	Total No. of issues handled of Indian Issuers under Reg. S Bonds in Asian Markets as per Bloomberg League Table ranking in respect of Asia Ex- Japan G- 3 currency bond issuances during 01-01-2019 to 31-12-2023.	<u>No. of Issue(s)</u> <ul style="list-style-type: none"> <li>• 1 and up to 5 - 5 (marks)</li> <li>• 6 and up to 10 - 10 (marks)</li> <li>• 10 and up to 15 - 15 (marks)</li> <li>• More than 15 - 20 (marks)</li> </ul>	20	(Bidder to provide the screenshot of the Bloomberg League Table as an evidence)
2	Volume (Million USD) of issues handled of Indian Issuers under Reg. S Bonds in Asian Markets as per Bloomberg League Table ranking in respect of Asia Ex- Japan G- 3 currency bond issuances during 01-01-2019 to 31-12-2023.	<u>Total Vol. (USD Mn)</u> <ul style="list-style-type: none"> <li>&gt; 300 and upto 500 - 5 (marks)</li> <li>&gt; 500 and upto 750 - 10 (marks)</li> <li>&gt; 750 and upto 1000 - 15 (marks)</li> <li>&gt; 1000 - 20 (marks)</li> </ul>	20	The bidder should submit Satisfactory performance certificate from clients/ Contract/Engagement Certificate with client.
3.	Relation with Canara Bank: Acted as Mandated Arranger for mobilizing Syndicated/Bilateral Foreign Currency Term Loan(s)/Bond during the	<u>Total Volume (USD Mn):</u> <ul style="list-style-type: none"> <li>&gt; 500 and upto 700 - 2.5 (marks)</li> <li>&gt; 700 and upto 900 - 5 (marks)</li> </ul>	10	The bidder should submit the related artefacts like Engagement Letter/ Satisfactory performance





	period 01.01.2019 to 31.12.2023, on its own or through its subsidiaries/ foreign branches/ parent companies.	> 900 and upto 1100 - 7.5 (marks) >1100 - 10 (marks)		certificate from clients
4.	Support and correspondent Banking and any other relationship with Treasury (Domestic/Overseas)	Yes/No	5	The bidder should submit Satisfactory performance certificate from clients/ Contract/Engagement Certificate with client.
5.	Presentation representing proposed implementation plan about the detailed Strategy and timelines for implementation.	Presentation	25	Presentation to evaluation committee
Total Marks			100	

The Bidders who score minimum 70% under the Technical evaluation criteria would be shortlisted for the purpose of opening of their Commercial bids.

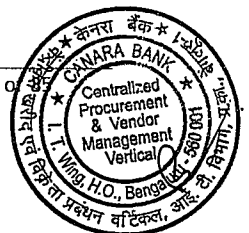
No. of bidders that shall be shortlisted shall be at sole discretion of the Bank and Bank will communicate the date and time of opening of commercial bids separately.

Date:

Signature with seal

Name:

Designation:







**Annexure-9**  
**Non-Disclosure Agreement**  
[On Firm's / Company's letter head]

**SUB: Selection of Joint Lead Managers (JLM) for the Proposed International USD Bonds Issuance under Medium Term Note Programme (MTN)**

**Ref: RFP 03/2023-24 dated 14/03/2024.**

WHEREAS, we, \_\_\_\_\_, having Registered Office at \_\_\_\_\_, hereinafter referred to as the Bidder, are agreeable to the formalities of deliverables as per timelines mentioned in the RFP for each ordered locations to 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/services, will not be disclosed during or subsequent to submission of the offer to the BANK, to anyone outside the BANK.

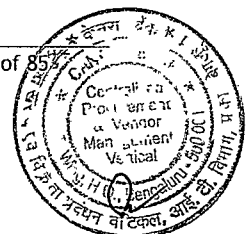
The Bidder shall not, without the BANKs written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those 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-10**  
**Compliance Statement**  
 [On Firm's / Company's letter head]

SUB: Selection of Joint Lead Managers (JLM) for the Proposed International USD Bonds Issuance under Medium Term Note Programme (MTN)

Ref: RFP 03/2023-24 dated 14/03/2024.

**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		

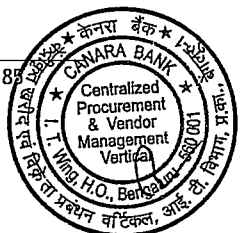
(If left blank it will be construed that there is no deviation from the specifications given above)

Date

Signature with seal

Name:

Designation:



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Canara Bank

Annexure-11

Undertaking Letter

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

SUB: Selection of Joint Lead Managers (JLM) for the Proposed International USD Bonds Issuance under Medium Term Note Programme (MTN)

Ref: RFP 03/2023-24 dated 14/03/2024.

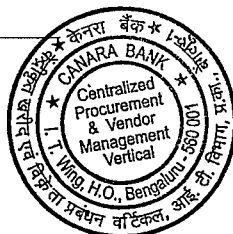
- We also confirm that we have quoted the services with applicable taxes only.
- We also confirm that in case of invocation of any Bank Guarantees submitted to the Bank, we will pay applicable taxes on Bank Guarantee amount.
- We are agreeable to the payment schedule as per "Payment Terms" of the RFP.
- 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.
- We also confirm that we have not changed the format of BOM.

Date

Signature with seal

Name:

Designation:





**Annexure-12**  
**Escalation Matrix**

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

**SUB: Selection of Joint Lead Managers (JLM) for the Proposed International USD Bonds Issuance under Medium Term Note Programme (MTN)**

Ref: RFP 03/2023-24 dated 14/03/2024.

**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.

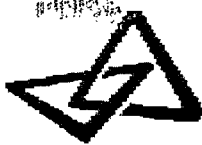
Date

Signature with seal

Name:

Designation:





**Annexure-13**  
**Bill of Material**

**SUB: Selection of Joint Lead Managers (JLMs) for the Proposed International USD Bonds Issuance under Medium Term Note Programme (MTN)**

**Ref: RFP 03/2023-24 dated 14/03/2024.**

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

**Table - A**

**Fees for Joint Lead Managers (JLMs)**

<b><u>Particular (Financial Bid)</u></b>	<b><u>Fee (in bps)</u></b>
The Percentage Fee for acting as Joint Lead Manager to proposed Stand Alone Reg S issuance.  [ Fee to be quoted in bps for the assignment including for underwriting of the issue of USD 300 Mn with green shoe option of USD 200 Mn]	

**Undertaking**

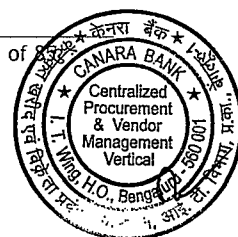
- i. Bill of material is submitted on the letter head and is signed by an Authorized Signatory with Name and Seal of the Company.
- ii. We confirm that we have gone through RFP clauses, subsequent amendments and replies to pre-bid queries (if any) and abide by the same.
- iii. We have not changed the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

Date

Signature with seal

Name:

Designation:





## Appendix -A

**Instructions to be noted while preparing/submitting Part A - Technical cum Eligibility**

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) Pre-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) List of Major Customers of the Bidder in Last 3 Years and References as per Annexure-5.
- 8) Office details as per Annexure-6.
- 9) Compliance to the Scope of Work as per Annexure-7.
- 10) Technical Evaluation Criteria as per Annexure-8.
- 11) Non-Disclosure Agreement as per Annexure-9.
- 12) Compliance Statement as per Annexure-10
- 13) Undertaking Letter as per Annexure-11.
- 14) Escalation Matrix as per Annexure-12.
- 15) Masked bill of Material as per Annexure-13.
- 16) Signed Pre Contract Integrity Pact as per Appendix-F in non-judicial Stamp paper.



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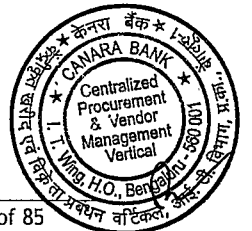
Canara Bank

Appendix-B

Instructions to be noted while preparing/submitting Part B - 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-13.



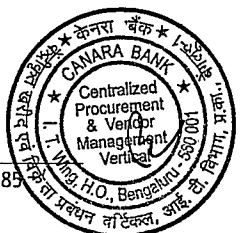
Appendix-CFormat for sending Pre-Bid Queries

(Bidders should submit the queries in excel format only)

SUB: Selection of Joint Lead Managers (JLM) for the Proposed International USD Bonds Issuance under Medium Term Note Programme (MTN)

Ref: RFP 03/2023-24 dated 14/03/2024

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





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Canara Bank

Appendix-D  
Authorization Letter Format

(To be presented by the authorized person at the time of opening of Technical cum Eligibility/ 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,  
Centralised Procurement & Vendor Management Vertical,  
Information and Technology Wing,  
Naveen Complex, 14 M G Road,  
Bengaluru - 560 001Karnataka

Dear Sir,

**SUB: Selection of Joint Lead Managers (JLM) for the Proposed International USD Bonds Issuance under Medium Term Note Programme (MTN)**

**Ref: RFP 03/2023-24 dated 14/03/2024**

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-E

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 (if any), 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

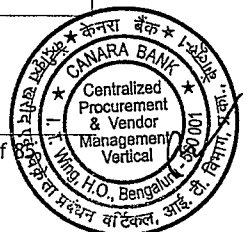
- i) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)
- ii) This Bank Guarantee is valid up to \_\_\_\_\_ and
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim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

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2023.

(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-F

Pre Contract Integrity Pact

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

SUB: Selection of Joint Lead Managers (JLM) for the Proposed International USD Bonds Issuance under Medium Term Note Programme (MTN)

Ref: RFP 03/2023-24 dated 14/03/2024.

**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, CP & VM Vertical, IT Wing, HO, Bengaluru representing Canara Bank, of the BUYER, of the FIRST PART

AND

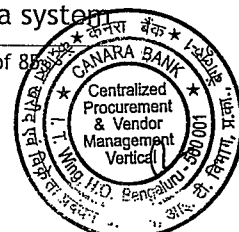
M/s.\_\_\_\_\_ represented by Shri \_\_\_\_\_ Chief Executive Officer/Authorised Signatory (hereinafter called the "BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART

1.2. WHEREAS the BUYER proposes to select Joint Lead Managers (JLM) for the Proposed International USD Bonds Issuance under Medium Term Note Programme (MTN) 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, favour 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 BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS alike, and will provide to all BIDDERS/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

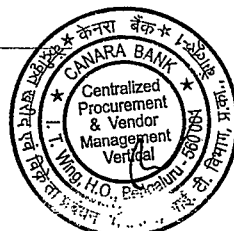
The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage





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:-The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, 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.

- 4.1. 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, favour, 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 favour or disfavour to any person in relation to the contract or any other contract with the BUYER.
- 4.2. 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/Authorised 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.
- 4.3. 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.
- 4.4. 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.
- 4.5. 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.
- 4.6. 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.





4.7. 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.

4.8. 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.

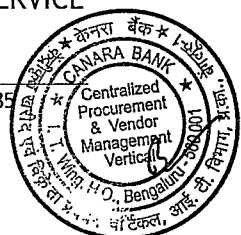
6.3. In the case of successful BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision 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

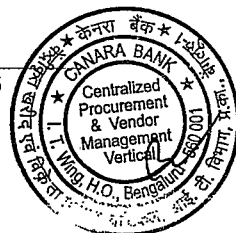
7.1. Any breach of the provisions herein contained by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following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





- ii. 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.
  - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
  - iv. 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.
  - v. 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.
  - vi. 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.
  - vii. 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.
  - viii. 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.
  - ix. 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.
  - x. 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.
  - xi. 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/





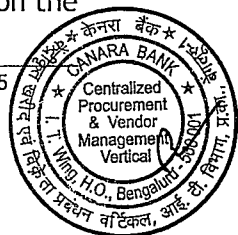
SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

## 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 3 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 Bangalore on .....

BUYER BIDDER

Name of the Officer

Designation

Name of Wing

Canara Bank

CHIEFEXECUTIVEOFFICER/AUTHORISED SIGNATORY

Witness

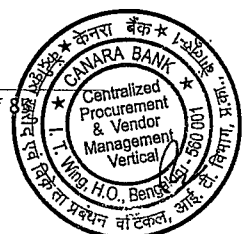
Witness

1)

1)

2)

2)





**Appendix-G**  
**DRAFT CONTRACT AGREEMENT**

CONTRACT AGREEMENT FOR .....

THIS AGREEMENT (the Agreement) executed at Bengaluru on ..... day of ..... 202.....

**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 Authorised Signatory of its CP & VM Vertical, Information Technology Wing, 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 ..... (Full description of product/service/solutions) 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:**

**1. DEFINITION AND INTERPRETATION:**

- 1.1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the terms and conditions of RFP/RFQ/EOI/ Amendments/ LOI/ Purchase Order referred to.
- 1.2. Reference to a "Business day" shall be construed as reference to a day (other than a Sunday, second or fourth Saturday) on which banks in the State are generally open for business;
- 1.3. any reference to a month shall mean a reference to a calendar month as per the Gregorian calendar;
- 1.4. In this Agreement, unless the context otherwise requires:





- 1.4.1. words of any gender are deemed to include the other gender;
- 1.4.2. words using the singular or plural number also include the plural or singular number, respectively;
- 1.4.3. the terms "hereof", "herein", "hereby", "hereto" and any derivative or similar words refer to this entire Agreement;
- 1.4.4. headings, sub-headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- 1.4.5. reference to any legislation or law or to any provision thereof shall include references to any such legislation or law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- 1.4.6. any term or expression used, but not defined herein, shall have the same meaning assigned thereto under the RFP;
- 1.4.7. references to the word "include" or "including" shall be construed without limitation;
- 1.5. The RFP/RFQ/EOI Document/ Bid No/PO 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
- The Bid Form and the Price Schedule submitted by the Bidder.
  - The Bill of Material.
  - The Technical & Functional Specifications.
  - The Terms and Conditions of the Contract.
  - The Purchaser's Letter of Intent/Notification of Award.
  - Schedule of Dates, Amounts etc.
  - Pre-Contract Integrity Pact.
  - All pre bid clarifications/mail communications shared with the bidder during the processing of this bid.

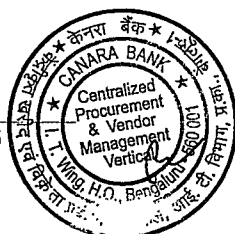
All the above are collectively referred to as "the Transaction Documents" forming an integral part of the Contract are to be taken as mutually explanatory to one another. Detailed site orders as and when released shall form an integral part of this contract. However, in case of conflict between the Clauses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

## 2. SCOPE OF WORK:

The scope of work shall be as Per RFP/RFQ/EOI Document/ Bid No/PO No ..... Dated.....

## 3. TERM 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.

**4. PAYMENT TERMS:**

The payment terms shall be as specified in the RFP/RFQ/EOI Document/ Bid No/PO No ..... dated .....

**5. PENALTIES/LIQUIDATED DAMAGES:**

As Per RFP/RFQ/EOI Document/ Bid No/PO No ..... dated .....

**6. SECURITY DEPOSIT / PERFORMANCE OF BANK GUARANTEE:**

The Vendor/Service Provider shall submit Security Deposit/Performance Bank Guarantee as specified in the RFP/RFQ/EOI Document/ Bid No/PO No ..... dated .....

**7. ASSIGNMENT:**

7.1. 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.

7.2. 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.

**8. SUB-CONTRACTING:**

8.1. 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.

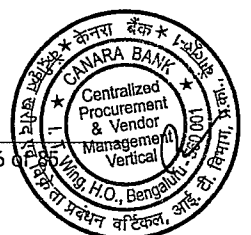
8.2. Notwithstanding the above or any written consent granted by the Bank for subcontracting the services, the Vendor/Service Provider alone shall be responsible for performance of the services under the contract.

**9. SERVICE LEVELS:**

9.1. During the term of the contract, the vendor shall maintain the Service Levels as detailed in RFP/GeM Bid/PO. In case the vendor fails to maintain the Service Levels, Liquidated damages as detailed in RFP/GeM Bid/PO shall be imposed on the Vendor/Service provider.

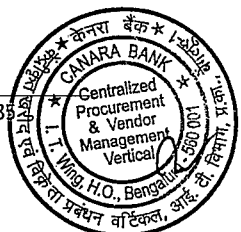
**10. ORDER CANCELLATION/TERMINATION OF CONTRACT:**

10.1. Bank shall serve the notice of termination to the Vendor/Service Provider at least 30 days prior, of its intention to terminate services.





- 10.2. 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:
- 10.2.1. Delay in delivery beyond the specified period for delivery.
- 10.2.2. Serious discrepancies noted in the items delivered.
- 10.2.3. Breaches in the terms and conditions of the Order.
- 10.2.4. Non submission of acceptance of order within 7 days of order.
- 10.2.5. Excessive delay in execution of order placed by the Bank.
- 10.2.6. The Vendor/Service Provider commits a breach of any of the terms and conditions of the bid.
- 10.2.7. The Vendor/Service Provider goes in to liquidation voluntarily or otherwise.
- 10.2.8. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
- 10.2.9. The progress made by the Vendor/Service Provider is found to be unsatisfactory.
- 10.3. 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.
- 10.4. 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.
- 10.5. 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.
- 10.6. 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.





- 10.7. Notwithstanding anything contained hereinabove, the Bank may terminate this contract by giving a 30 days' notice without assigning any cause.
- 10.8. Notwithstanding the existence of a dispute, and/ or the commencement of arbitration proceedings, Vendor/Service Provider should continue the services. Vendor/Service Provider is solely responsible to prepare a detailed Reverse Transition plan.
- 10.9. The Bank shall have the sole decision to determine whether such plan has been complied with or not. Reverse Transition mechanism would include services and tasks that are required to be performed/ rendered by the Vendor/Service Provider to the Bank or its designee to ensure smooth handover and transitioning of the Bank's deliverables.

## 11. INTELLECTUAL PROPERTY RIGHTS:

- 11.1. 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.
- 11.2. 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:
- 11.2.1. Procure for BANK the right to continue to use such deliverables.
- 11.2.2. 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
- 11.2.3. 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.
- 11.3. 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.

- 11.4. 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.

## 12. INDEMNITY:

- 12.1. 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:

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

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

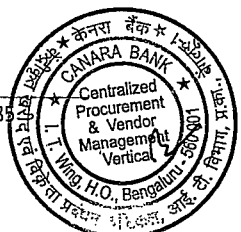
12.1.3. Fines, penalties, or punitive damages levied on Bank resulting from supervisory actions due to breach, default or non-performance of undertakings, warranties, covenants, or obligations by the Vendor/Service Provider

- 12.2. 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/services supplied by them.

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

12.2.2. The limits specified in below 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.

12.2.3. 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.

- 12.3. VENDOR/ SERVICE PROVIDER's aggregate liability shall be subject to an overall limit of the total Cost of the project.

### 13. CORRUPT AND FRAUDULENT PRACTICES:

- 13.1. Vendor/Service Provider shall at all times observe the highest standard of ethics during the entire contract period.
- 13.2. Vendor/Service Provider shall ensure compliance of CVC guidelines issued or to be issued from time to time.

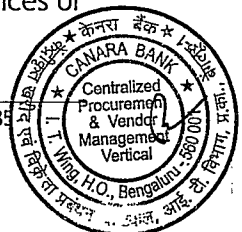
### 14. CONFIDENTIALITY AND NON-DISCLOSURE:

- 14.1. 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.
- 14.2. 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.
- 14.3. 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.
- 14.4. Service Provider to ensure confidentiality of customer data and shall be liable in case of any breach of security and leakage of confidential customer related information

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

### 15. FORCE MAJEURE:

- 15.1. 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.

- 15.2. 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.
- 15.3. 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.
- 15.4. 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 endeavour to find a solution to the problem. Notwithstanding above, the decision of the BANK shall be final and binding on the VENDOR/ SERVICE PROVIDER.

#### 16. SOCIAL MEDIA POLICY:

- 16.1. No person of the Bank or the Vendor/Service Provider and third parties shall violate the Social Media Policy of the Bank.
- 16.2. The following acts on the part of personnel of the Bank or Vendor/Service Provider and third parties shall be construed as violation of Social Media Policy:
  - 16.2.1. Non-adherence to the standards/guidelines in relation to Social Media Policy issued by the Bank from time to time.
  - 16.2.2. 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.
  - 16.2.3. Any unauthorized use or disclosure of Bank's confidential information or data.
  - 16.2.4. 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.

#### 17. ADHERENCE TO BANKS IS SECURITY/CYBER SECURITY POLICIES:

- 17.1. VENDOR/ SERVICE PROVIDER shall comply with Bank's various policies like Information Security policy and Cyber Security Policy, Internet Policy, Information System Audit Policy, E-Mail policy and Guidelines.





17.2. In case of any security incident including but not limited to data breaches, denial of service, service unavailability, etc., the vendor/Service Provider shall immediately report such incident to the Bank.

**18. PROTECTION OF DATA:**

18.1. The VENDOR/ SERVICE PROVIDER warrants that at all times, when delivering the Deliverables and providing the Services, use appropriate procedures and care to avoid loss or corruption of data. However, in the event that any loss or damage to Bank data occurs as a result of Vendor/Service provider failure to perform its responsibilities in the RFP, Vendor/Service Provider will at Bank's request correct or cause to be corrected any loss or damage to Bank data. Further, the cost of the any corrective action in relation to data loss of any nature will be borne by Vendor/Service Provider, if such loss or damage was caused by any act or omission of Vendor/Service provider or its officers, employees, contractors or agents or other persons under Vendor/Service provider control.

18.2. Where the terms of the RFP/Gem Bid/PO require any data to be maintained by the Bank, the Bank agrees to grant, Vendor/Service provider such access and assistance to such data and other materials as may be required by Vendor/Service Provider, for the purposes of correcting loss or damage to Bank data.

18.3. The VENDOR/ SERVICE PROVIDER is required to adhere to RBI guidelines for storage of data in India as per regulatory requirements, also to provide complete details of data captured, processed and stored, maintain confidentiality of the bank's and its customer's data and report same to the bank, Vendor/Service provider will be liable to bank for any event for security breach and leakage of data/information

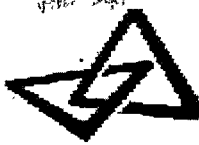
18.4. The VENDOR/ SERVICE PROVIDER should ensure that it is complying with applicable guidelines issued by regulatory bodies on Digital Data Protection Act 2023 and its future amendments and communications.

**19. 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.

**20. 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.

**21. 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),  
Centralized Procurement and Vendor Management Vertical,  
Information Technology Wing,  
#14, M G Road, Naveen Complex,  
Bengaluru -560001

Designated Contact Person: ..... (Designation)

Phone: 080-25599244

Email: [suppliermanagement@canarabank.com](mailto:suppliermanagement@canarabank.com)

**If to VENDOR/ SERVICE PROVIDER:**

Registered Office Address:

Designated Contact Person: Sri. \_\_\_\_\_ (\_\_\_\_\_)

Phone: +91-\_\_\_\_\_

Email: \_\_\_\_\_

**22. AMENDMENTS TO CONTRACT:**

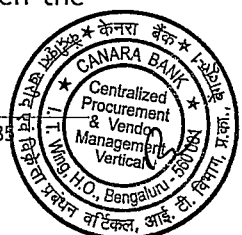
The terms and conditions of this Agreement may be modified by Parties by mutual agreement from time to time. No variation of or amendment to or waiver of any of the terms of this Agreement shall be effective and binding on the Parties unless evidenced in writing and signed by or on behalf of each of the Parties.

**23. CONFLICT OF INTEREST:**

23.1. VENDOR/ SERVICE PROVIDER represents and warrants that it has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

23.2. VENDOR/ SERVICE PROVIDER represents and warrants that if any such actual or potential conflict of interest arises under this Agreement, Vendor/Service Provider shall immediately inform the Bank in writing of such conflict.

23.3. VENDOR/ SERVICE PROVIDER acknowledges that if, in the reasonable judgment of the Bank, such conflict poses a material conflict to and with the performance of VENDOR/ SERVICE PROVIDER's obligations under this Agreement, then the





Bank may terminate the Agreement immediately upon Written notice to VENDOR/ SERVICE PROVIDER; such termination of the Agreement shall be effective upon the receipt of such notice by VENDOR/ SERVICE PROVIDER.

#### 24. ESCALATION MATRIX:

The escalation matrix at the Vendor/Service Provider level, shall be provided as below.

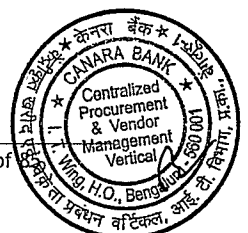
In case of any issue with respect to the execution of the Project, Delivery of Hardware, Services etc., the Bank can escalate the issue as per the escalation matrix.

Escalation matrix shall be strictly followed to resolve any tickets, whenever raised.

Escalation Level	Name	Designation	Office Address	Mobile Number	Role & Responsibility	E-mail ID
First Level	----- --	-----	-----	-----	-----	----- --
Senior Level/Middle Level	----- ---	-----	-----	-----	-----	----- --
Highest Level	----- ---	-----	-----	-----	-----	----- --

#### 25. GENERAL CONDITIONS TO CONTRACT:

- 25.1. The VENDOR/ SERVICE PROVIDER shall during the validity of this contract, provide access to all data, books, records, information, logs, alerts and business premises relevant to the service provided under this agreement to the Bank.
- 25.2. The VENDOR/ SERVICE PROVIDER shall adhere to RBI guidelines for storage of data in India as per regulatory requirements, also to provide complete details of data captured, processed and stored, maintain confidentiality of the bank's and its customer's data and report same to the bank, Vendor/Service Provider shall be liable to bank for any event for security breach and leakage of data/information
- 25.3. 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.
- 25.4. 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.





- 25.5. 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.
- 25.6. 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 endeavour 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.
- 25.7. 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.
- 25.8. 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.
- 25.9. 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.

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:  
Name:  
Designation:

Signature-1:  
Name:  
Designation:

Signature-2:  
Name:  
Designation:

Signature-2:  
Name:  
Designation:

