

REQUEST FOR PROPOSAL [RFP]

FOR

SELECTION OF GREEN BUILDING CONSULTANT FOR IGBC FACILITATION AND DOCUMENTATION SERVICES FOR OBTAINING GREEN BUILDING RATING FROM IGBC FOR EXISTING VARIOUS BUILDINGS OF BANK ACROSS THE COUNTRY

**Issued by: Canara Bank,
General Administration Wing,
#29 KR Road | Dwarakanath Bhawan |
Basavanagudi
Bengaluru-560004
Ph.- 080-26621873**

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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.

SECTION A: INTRODUCTION

1. About Canara Bank

CANARA BANK is one of the largest Public Sector Banks owned by Government of India. Canara Bank is a body Corporate and a premier Public Sector Bank established in the Year 1906 by Shri. Ammembal Subba Rao Pai and nationalized under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970. Canara Bank Head office is located at 112, J C Road Bengaluru-560002 and General Administration wing located at #29 KR Road, Dwarakanath Bhawan, Basavanagudi, Bengaluru-560004.

2. Definitions

- 2.1. 'Bank' means, unless excluded by and repugnant to context or the meaning thereof, shall mean 'Canara Bank', described in more detail in paragraph 1 above and which has invited bids under this RFP and shall be deemed to include its successors and permitted assigns.
- 2.2. 'RFP' means Request for Proposal for "SELECTION OF GREEN BUILDING CONSULTANT FOR IGBC FACILITATION AND DOCUMENTATION SERVICES FOR OBTAINING GREEN BUILDING RATING FROM IGBC FOR EXISTING VARIOUS BUILDINGS OF BANK ACROSS THE COUNTRY".
- 2.3. The eligible bidder submitting the proposal in response to this RFP shall hereinafter be referred to as 'Bidder'.
- 2.4. 'Service means "SELECTION OF GREEN BUILDING CONSULTANT FOR IGBC FACILITATION AND DOCUMENTATION FOR OBTAINING GREEN BUILDING RATING FROM IGBC FOR EXISTING VARIOUS BUILDINGS OF BANK ACROSS THE COUNTRY" as per RFP terms.
- 2.5. 'Proposal' means the response (including all necessary documents) submitted by the eligible Bidder in response to this RFP.
- 2.6. 'Contract' means the agreement signed by successful Bidder and the Bank at the conclusion of bidding process, wherever required.
- 2.7. 'Successful Bidder' / 'Selected Bidder' / 'L1 Bidder' means the Bidder who is found to be the Lowest Quoted Bidder after conclusion of the bidding process, subject to compliance to all the Terms and Conditions of the RFP.

3. About RFP

- 3.1. Bank intends to onboard GREEN BUILDING CONSULTANT FOR IGBC FACILITATION AND DOCUMENTATION FOR OBTAINING GREEN BUILDING RATING FROM IGBC FOR EXISTING VARIOUS BUILDINGS OF BANK ACROSS THE COUNTRY as per the terms and conditions, technical requirements and scope of work described elsewhere in this document.
- 3.2. The RFP document is not a recommendation or invitation to enter the contract, agreement or any other arrangement-Procurement in respect of the service, 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 service 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.

4. **Objective**

- 4.1. Canara Bank invites bids from reputed Bidders to submit their response who fulfills the Pre-Qualification Criteria.
- 4.2. The Bidders satisfying the Qualification Criteria as per the RFP and having experience in rendering consultancy services for facilitation of Green Building Certification in Schedule Commercial Banks/ BFSI/ Public Sector Enterprises in India may respond.

SECTION B: GENERAL TERMS AND CONDITIONS, INSTRUCTIONS TO BIDDERS

Pre-Qualification Criteria: (Certified Self attested copies are to be submitted along with the bid document along with attested copy of the complete RFQ).The applicants who are desirous of tendering for above work and fulfill the following minimum criteria only need to apply:

1.1 Average annual turnover for the last three years as on 31.03.2024 should be ₹ 16.33 Lakhs . Please submit audited Balance Sheet for the same.

1.2 Experience of having successfully completed 03 years (as of 31.03.2024) should Providing Green Building consultancy services for construction/Existing of Commercial / Administrative / Public / Institutional/Multistoried building including Civil, Electrical, Plumbing, HVAC, Lift work, Fire Fighting System, and Interior etc. for obtaining Green Building Ratings as per IGBC.

1.3 The bidder must have successfully executed/completed similar Services, over the last three years i.e. the current financial year and the last three financial years: -

- a. Three similar completed services for buildings with built-up area at least 10,38,000sft
or
- b. Two similar completed services for buildings with built-up area at least 12,97,780sft;
or
- c. One similar completed service for buildings with built-up area at least 2,76,448sft

1.4 Must be registered with GST authority.

1.2 Professional Fee: Based on the details of the services desired, the agency will have to quote Professional fee plus applicable GST for the subject assignment. The professional fee shall be quoted as per **Annexure-2**. The Bank will not reimburse any amount towards travelling expenses, visit of the premises, lodging/boarding, out of pocket expenses, manpower employed or on tiffin.

1.3 Security Deposit/Performance Security: The Successful bidder shall submit the Bank security deposit in the form of DD in favour of Canara Bank is 5 % of the Contract Value and the same shall be released after obtaining Certified/Silver/Gold/ Platinum certification for IGBC for the said premises. In case of unsatisfactory performance of the consultant/ delay in taking up/ execution of work, security deposit shall be forfeited. Decision of Bank shall be final and binding on the consultant appointed.

(The Performance Security may be furnished in the form of account payee demand draft or fixed deposit receipt or Bank Guarantee from any Commercial Bank)

1.4 Authorised Person: Quotation Document shall be signed by the authorised person or persons in token of his/ their acceptance of the terms, conditions, specifications etc., as laid down in the document.

1.5 Price Rate Quoted: The rate quoted by applicant shall be inclusive of all the taxes for which she/he may be liable by any law and expenses including TA, DA consumables, visiting charges complete as scope of work shall be borne by the bidder. No extra charges shall be paid by the bank on this account. The rates quoted shall not be subject to exchange variations, labour conditions or any condition whatsoever. The rates shall include all materials including wastage, labour, transport, tools & plants etc., required for successful completion of consultancy and no separate claim shall be entertained for the same.

1.7 Non-Disclosure: The consultant shall not disclose directly or indirectly any information, materials and details of the Banks' infrastructure / systems/ equipment's etc., which may come to the possession or knowledge of the consultant during the closure of discharging its contractual obligation in connection with this agreement, to any third party and shall at all times hold the same in strict confidence. The consultant shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws.

1.8 Dispute Resolution: In all matters of dispute arising out of scope of work, the Banks decision will have to be taken as final and will be binding on the consultant. All disputes arising out or in any way connected with this work shall be deemed to have the jurisdiction of Bengaluru, Karnataka.

1.9 Liquidated Damage: The time allowed for carrying out the work as indicated Time schedule in this quotation document shall be strictly observed by the consultant. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the consultant fails to complete the work within the specified period, he shall be liable to pay compensation liquidated damage of 1.00 % of the contract value per week subject to maximum amount of 10% of the contract value. In case delay is caused due to conditions beyond the control of the consultant, the bank may make fair and reasonable extension of time to its satisfaction.

1.10 Indemnity: The consultant shall indemnify the Bank against
a. Any claim arising out of third-party loss/ damage to life or property caused by/during execution of the work
b. Any claim arising out of loss/ damage to the workmen engaged by the consultant during execution of the work.
c. Any claim due to non-compliance of applicable PF/ Labour laws, ESI, regulations etc.

1.11 Agreement:
The Selected Consultant will have to sign an agreement in prescribed format given as per **APPENDIX-E** on non-judicial stamp paper of appropriate value (as per the stamp act).

1.12 Canara Bank reserves the right to reject any or all applications without assigning any reason thereof.

SECTION C: SCHEDULE OF EVENTS:

Sl. No.	Description	Details
1.	RFP No. and Date	RFP/EPC/IGBC/3/2024 dated 11/09/2024
2.	Name of the Wing	General Administration Wing
3.	Brief Description of the RFP	SELECTION OF GREEN BUILDING CONSULTANT FOR IGBC FACILITATION AND DOCUMENTATION SERVICES FOR OBTAINING GREEN BUILDING RATING FROM IGBC FOR EXISTING VARIOUS BUILDINGS OF BANK ACROSS THE COUNTRY
4.	Bank's Address for Communication	Divisional Manager, Canara Bank, General Administration Wing, #29 KR Road Dwarakanath Bhawan Bengaluru -560 004
		Senior Manager, Canara Bank, General Administration Wing, #29 KR Road Dwarakanath Bhawan Bengaluru -560 004 Email: hoepc@canarabank.com
5.	Date of Issue of RFP	As mentioned in Bid Document
6.	Earnest Money Deposit (Refundable)	As mentioned in Bid Document
7.	Performance Bank Guarantee/Bid Security	As mentioned in Bid Document
8.	Last Date, Time and Venue for Submission of Bids	Last Date of Submission of Bids : 03/10/2024; 03:30PM Response should be submitted in Hard Copy at the below address The Divisional Manager Canara Bank Estate Policy & Control Section G.A Wing, Head Office Annexe, 3rd floor, Dwarakanath Bhawan 29, K.R Road, Basavanagudi Bengaluru - 560 004
9.	Date, Time & Venue for opening of Technical Proposals.	Bid Opening Date/Time : 03/10/2024 ; 3:30PM Bid will be opened in offline at the aforementioned address.
10.	Date, Time & Venue for opening of Commercial Proposals	Date and Time of Opening of the Commercial Bids shall be intimated to the qualifying bidders. Bid will be opened in offline at the aforementioned address.

11.	Pre-bid Meeting Date & Time	<p>1. Pre-bid meeting will be held on 18th September 2024, Wednesday at 11:00 AM.</p> <p>Venue: Pre-bid meeting will be held Online 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 hoepc@canarabank.com.</p> <p>Upon perusal of the same, the link / meeting id will be shared to the participant to participate in the virtual meeting.</p> <p>2. Pre bid queries should be submitted as per format available in clause 1.1 of Section D.</p> <p>3. Pre-bid Queries should be sent to E-mail hoepc@canarabank.com and must reach us on or before 17/09/2024, at 5.00 PM. Subject of the email should be given as “Pre Bid Queries for dated 11/09/2024”. Queries reaching afterwards will not be entertained.</p>
12.	Other Details	<p>1. Subsequent changes made based on the suggestions and clarifications as per pre-bid meeting shall be deemed to be part of the RFP document and shall be shared with all the Bidders.</p> <p>2. No suggestions or queries shall be entertained after pre-bid meeting.</p>
13.	<p>This document can be downloaded from following website https://canarabank.com/tenders.aspx and CPP Portal).</p> <p>Any Amendments, Modifications, Pre Bid Replies, Clarifications & any communication etc. will be uploaded in the Bank’s website (i.e. https://canarabank.com/tenders.aspx). No individual communication will be sent to the individual Bidders.</p>	

SECTION D: SCOPE OF SERVICE:

The Bank intends to obtain green building rating Certified/Silver/Gold/ Platinum from IGBC for the properties/premises listed in Appendix-F.

1.1 Site visit and improvement measure identification for Certified/Silver/Gold/ Platinum certification:

Carry out necessary site visits and understand available facts and features of the campus and identify potential areas for improvement in energy & water savings by way of energy & water efficiency studies, study for utilisation of renewable energy potential, water manae-Procurementent (recycling of sewage water, rain harvest pits) & any other works required to undertake as per standards of IGBC and suggesting improvement measures for achieving required Certified/Silver/Gold/ Platinum certification form IGBC.

1.2 Provide complete consultancy service for implementation of identified measures :

This includes design calculations, deciding technical specifications, preparation of drawings, bill of quantities, quality control, project monitoring services and designs of required works. The entire incidental service related with the activities shall be deemed included in the scope of service and no extra payment shall be made for the incidental service.

1.3 Visiting / travelling charges, print/ postage charges, facilitation, document, specification assistance and computer based analysis, identification of vendors, vetting of documents, preparing and providing all documentation / templates/ submittal requirements, conducting performance evaluation, all works related to completion of process etc., to obtain IGBC Green Campus Certification for Certified/Silver/Gold/ Platinum Rating.

1.4 Periodical Meetings:

The consultant shall conduct periodical meetings (preferably once in 10 days) with the Bank team to facilitate review of implementation of required IGBC rating system as per the scope of work. Any necessary alterations/ modifications/ charges required to be done in the building / structure/ installation (electrical/mechanical) shall be suggested in comprehensive manner suitable to the site which shall be implementable. Further, a copy of all communications comments, drawings or documents sent by the consultant to the IGBC pursuant to terms and conditions, of all the comments of the concerned thereon shall be furnished by the consultant to the Bank.

During the interaction with Bank w.r.t certification process, shall note to submit a write up/ document containing details of suggestions made to the Bank whenever such interaction happens.

1.5 Role of Consultant:

The consultant shall discharge its duties in fair, impartial and efficient manner, consistent with the highest standards of professional integrity and good industry practice. Further, the consultant is to act as an authorised agency on behalf of the Bank between Bank & IGBC and assist in facilitation services along with answering clarifications of IGBC, as to fulfil requirement of said premises towards Green Certification. The consultant shall hand hold the Bank throughout the entire project to achieve IGBC rating to obtain IGBC Certified/Silver/Gold/ Platinum green campus certification for the said premises. The consultant shall however strive to obtain highest possible rating certificate for the said premises.

1.6 Documents to be furnished by Bank & Consultant:

The Bank shall furnish site plan, floor plan, section and elevation drawings with roof plan etc. However, the consultant shall prepare documentation along with supported drawings, questionnaires, test results calculations and collect all data required for certification process including necessary photographs in

connection with credit/mandatory points pertaining to the sites for submission to IGBC. All the drawings/ schemes approved by IGBC shall be the property of the Bank and should be submitted to the Bank immediately after getting them approved. The Consultant shall require submitting two set of hard copies and soft copy of the drawing, estimate, design documents etc. prepared during the process.

- 1.7 The Consultants shall assist the Bank in all arbitration proceedings between the contractors and the Bank and defend the Bank in such proceedings.
- 1.8 Any other services connected with the works usually and normally rendered by the Consultants, but not referred to herein above.
- 1.9 The scope of work placed in this RFQ is liable to minor alterations, omission, deductions or additions required to get certification from IGBC on mutual agreement. The successful bidder is bound to carry out any or all items/ required works necessary for the completion of the job even though such specifications/ requirements are not included in the tender document.
- 1.10 All the soft / hard copies of drawings approved by IGBC shall be the property of the client / owner. The same shall be submitted to the client / owner immediately after getting them approved.

**LIST OF TASKS FOR IGBC GREEN CAMPUS CERTIFICATION
FOR CERTIFIED/SILVER/GOLD/ PLATINUM RATING**

	Deliverables	Works including
Task I	Feasibility Study report	<p>Conducting gap analysis, anticipated points, improvement opportunities and quantum of work involved for achieving desired (Certified/Silver/Gold/ Platinum) along with estimates.</p> <p>The estimates and works involved shall be approved by the Bank and the Bank hold absolute rights for omitting any or all the works suggested by the consultant. (in case the estimation and works suggested are not found feasible by the Bank, the Bank may terminate the agreement by paying consultant a fixed amount of Rs. 25,000/- + GST for conducting feasibility study and submission of report. This payment will be against subsequent payment for Task 1 mentioned in Schedule of Payments and no further payment shall be made to the consultant post submission of report.)</p>
Task II	Submittals to IGBC.	Preparation of documents based on the credits applied for and submission to IGBC to facilitate services along with answering clarifications of IGBC, co-ordination with IGBC for their visits and fulfil requirement of said premises towards Green Certification.
Task III	Award of final Certified/Silver/ Gold/ Platinum certificate by IGBC.	<p>The consultant should note that the above given scope of work is only indicative and shall provide all related services for obtaining Certified/Silver/Gold/ Platinum certificate by IGBC.</p> <p>Facilitate the Client / Owner to achieve the green building rating, both provisional and final. Regular (fortnightly) report shall be incorporated in tracking mechanism (TM) and submitted to the client / owner based on the inputs from the design construction, project manae-Procurementent team and IGBC Secretariat.</p>

TIME SCHEDULE:

S. No	Scope of Services	Time Schedule
1	Task-I	Within 15 days from issue of letter of Acceptance
2	Task-II	Within 1 months of communicating approvals by the Bank on estimates and works to be executed
3	Task-III	Within 2 months of completion of Task II

SCHEDULE OF PAYMENT:

S. No	Task Description	% fee payable
1	Task I	30% *
2	Task II	30 %
3	Task III	40 %

*In case the estimation and works suggested are not found feasible by the Bank, the Bank may terminate the agreement by paying consultant a fixed amount of Rs. 25,000/- + GST for conducting feasibility study and submission of report against % of fee payable for Task I and no further payment

shall be made to the consultant post submission of report.

SECTION -E: 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					

- 1.2. All communications regarding points requiring clarifications and any doubts shall be given in writing to The Deputy General Manager, Canara Bank, GA Wing HO (Annex), #29, K R Road, Dwarakanath Bhawan, Bengaluru -560004 in email to hoepc@canarabank.com by the intending Bidder s 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 E-Procurement/Bank's website only (i.e., <https://canarabank.com> 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 & functional requirements and other terms & conditions for Selection of Green Building Consultant for IGBC Facilitation & Documentation Services for obtaining Green Building Rating from IGBC for Existing Various Buildings of bank across the Country. The format for submission of Technical cum Eligibility Proposal 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-2**. Online Reverse Auction will be conducted in the E-Procurement portal for those bidders qualified in Part-A-Technical cum Eligibility Proposal as per the E-Procurement bid terms and condition.

5. Preparation of Bids

5.1. Technical cum Eligibility Proposal

- 5.1.1. Before submitting the bid, the bidders should ensure that they confirm 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.
- 5.1.2. Technical cum eligibility Proposal should be submitted as per the format in **Appendix-A**. Relevant technical details and documentation should be provided along with Technical cum Eligibility Proposal.
- 5.1.3. It is mandatory to provide the compliance to the scope required by the bank in the exact format of **Annexure-7** of this RFP.
- 5.1.4. The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format

or partial submission of technical information as per the format given in the offer.

- 5.1.5. The Bank shall not allow / permit changes in the technical/functional requirements once it is submitted.
- 5.1.6. The Technical cum Eligibility Proposal 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 Proposal without masked Bill of Materials will be liable for rejection.
- 5.1.7. Masked Bill of Material which is not as per below instruction will make Bid liable for rejection:
 - 5.1.7.1. Should be replica of Bill of Material except that it should not contain any price information (with Prices masked).
 - 5.1.7.2. It should not provide any price information like, unit price, tax percentage, tax amount etc.

5.2. Part B - Commercial Bid

- 5.2.1. Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. The Commercial Bid should give all relevant price information as per **Annexure-2**. Any deviations from the Bill of Material / non-submission of prices as per the format shall make the bid liable for rejection.
- 5.2.2. The Bill of Material must be attached in Technical cum Eligibility Proposal as well as Commercial Bid. The format will be identical for both Technical cum Eligibility Proposal and Commercial Bid, except that the Technical cum Eligibility Proposal should not contain any price information (with Prices masked). Any change in the Bill of Material format may render the bid liable for rejection.
- 5.2.3. Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- 5.2.4. Any change in the Bill of Material format may render the bid liable for rejection. The Commercial Bids that are incomplete or conditional are liable to be rejected.
- 5.2.5. The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank.
- 5.2.6. The Commercial Bid of only those bidders who are qualified in Part-B Technical cum Eligibility Proposal will be opened online. The qualified bidders as per the terms and conditions will be eligible to participate in the Online Reverse Auction.

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

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

Account No : 209272434
IFSC Code : CNRB0000413
Narration : EMD FOR <RFP REF NO.>

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

- 6.5. Non submission of EMD with Technical Proposal leads to rejection of Bid.
- 6.6. 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 after submission of Performance Security.
- 6.7. The EMD may be forfeited/ Bank Guarantee may be invoked:
- 6.7.1. If the Bidder withdraws or amends the bid during the period of bid validity specified in this document.
- 6.7.2. If the selected Bidder fails to accept the purchase order within 7 days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the RFP.

7. Costs & Currency

The Offer must be made in Indian Rupees only as per Bill of Material (**Annexure-2**).

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 bidder has to submit their bids at the below mentioned address before the bid end date & time mentioned in the bid document. The physical documents should be submitted to the below mentioned officials before the bid end date & time at the Venue specified in the Bid Schedule.

**Canara Bank,
General Administration Wing,
#29 KR Road | Dwarakanath Bhawan |
Basavanagudi
Bengaluru-560004
Ph.- 080-26621873**

10.2. 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 **Technical Proposal** shall be opened online, on the Date & Time specified in the Bid Schedule. 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.

11.2. The **Part A - Technical cum Eligibility Proposal** submitted by the bidder will be evaluated based on the documents submitted as per **Appendix-A**.

11.3. The **Part B - Commercial Proposal** of only those bidders who qualified in **Part A - Technical cum Eligibility Proposal** will be opened by the bank.

SECTION F - SELECTION OF BIDDER

1. Preliminary Scrutiny

- 1.1. The Bank will scrutinize the bid/s received to determine whether they are complete in all respects as per the requirement of RFP, whether the documents have been properly signed, whether items are offered as per RFP requirements and whether technical documentation as required to evaluate the offer has been submitted.
- 1.2. Prior to detailed evaluation, the Bank will determine the substantial responsiveness of each bid to the bidding document. Substantial responsiveness means that the bid conforms to all terms and conditions, scope of work and 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 bidder's response will necessarily be in writing and it should be submitted within the time frame stipulated by the Bank.
- 2.2. The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. Bank's decision with regard to 'minor non-conformity' is final and the waiver shall be binding on all the 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. Part A - Technical cum Eligibility Proposal:

- 3.2.1. The technical cum Eligibility 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.

3.3. Part B - Commercial Bid:

The Commercial Bid of only that Bidders who qualified in Technical Proposal will be opened online and will be evaluated.

4. Normalization of Bids

- 4.1. The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that, shortlisted bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that, any of the Bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion request all the technically shortlisted bidders to re-submit the technical and Commercial Bids once again for scrutiny. The resubmissions can be requested by the Bank in the following manner;
- 4.1.1. Incremental bid submission in part of the requested clarification by the Bank
(OR)
- 4.1.2. Revised submissions of the entire bid in the whole
- 4.2. The Bank can repeat this normalization process at every stage of bid submission till Bank is satisfied. The shortlisted bidders agree that, they have no reservation or objection to the normalization process and all the technically shortlisted bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process.
- 4.3. The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

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 qualified bidders at each stage would get notified by E-Procurement portal. Commercial Bids of only technical qualified bidders shall be opened. Online Reverse Auction will be conducted in the E-Procurement portal for those bidders qualified as per the E-Procurement bid terms and condition. Final list of the bidders (L1, L2 etc.) will be announced as indicated above. No separate intimation will be sent to successful Bidder.

6. Commercial Evaluation and Selection of successful Bidder

- 6.1. The L1 bidder will be determined on the basis of the lowest price quoted after the completion of Reverse Auction in E-Procurement portal.
- 6.2. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.
- 6.3. The Bank reserves the right to re-tender without assigning any reasons whatsoever. The Bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection
- 6.4. The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves the right to obtain revised price bids from the bidders with regard to change in RFP clauses. The Bank reserves the right to accept any bid in whole or in part.
- 6.5. The bidder/s who is L1 will be referred as the selected bidders/ successful bidders after the completion of the Reverse Auction.

SECTION G - OWNERSHIP & AWARDING OF CONTRACT

1. Bid Validity Period

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

2. Proposal Ownership

The proposal and all supporting documentation submitted by the bidder shall become the property of the Bank. As the bidder's proposal is central to the evaluation and Selection process, it is important that, the bidder carefully prepares the proposal as per the prescribed format only. 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 products/items from other Bidder s/principals, as required in this RFP, they shall detail the responsibilities of the parties involved and also submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the project. The Bidder must specify any and all relationships with third parties in respect of the ownership

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

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

4. Acceptance of Offer

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

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

4.3. The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender the RFP with or without modifications. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.

4.4. The bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred

by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

5. Award of Contract

- 5.1. The bidder/s who quotes the lowest price (L1) after the reverse auction will be referred as the successful bidder/ bidders and will be notified through E-Procurement.
- 5.2. The selected Bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the selected Bidder.
- 5.3. In case of non-receipt of acceptance by the due date, the Purchase Order shall have deemed to have been accepted by the vendor.
- 5.4. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
- 5.5. **BANK**, at its sole and absolute discretion, may split the work for identified locations between L-1 and L-2 (preferably in the ratio 60:40) or between L-1, L-2 and L-3bidder (preferably in the ratio 50:30:20), subject to L-2 and L-3 bidder matching the rates of L-1. **BANK**, at its sole and absolute discretion, may split the work based on Circle Office Centers or Regional Office Centers or based on any other condition as deemed fit.

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. However, for escalation purpose, details of other persons shall also be given. The project manager nominated by the bidder should have prior experience in implementing similar project. Project Kick-Off meeting should happen within 7 days from the date of acceptance of purchase order. The bidder shall submit a Weekly progress report to the Bank as per format, which will be made available to the selected bidder.

8. Fixed Price

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

9. Performance Security

- 9.1. The successful bidder should submit a Security Deposit / Performance Bank Guarantee equivalent to 5% of the Total Cost of Ownership (TCO) value as specified in Bid Schedule within 15 days from the date of acceptance of the

Purchase Order with the validity period of 2 months from the date of acceptance of order and shall be retained till the completion of Contract period. The guarantee should also contain a claim period of 2 months from the last date of validity.

- 9.2. If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above, penalty at 0.50% for each completed calendar week of delay or part thereof on the total value of the order will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 2.5% of the total order value.
- 9.3. Security Deposit should be submitted by way of DD drawn on Canara Bank payable at Bengaluru / Bank Guarantee may be obtained from any of the Scheduled Banks (other than Canara Bank).
- 9.4. 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). However, it should be as per Appendix-D. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be summarily rejected.
- 9.5. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and contract period.
- 9.6. The security deposit / bank guarantee will be returned to the bidder on completion of Contract Period.
- 9.7. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.

10. Execution of Agreement

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

11. Pricing & Payments

- 11.1. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract period.
- 11.2. From the date of placing the order till the delivery of the systems, if any changes are brought in the duties such as excise/customs etc., by the Government

resulting in reduction of the cost of the systems, the benefit arising out of such reduction shall be passed on to the Bank.

12. Order Cancellation/Termination of Contract

12.1. The Bank reserves its right to terminate this CONTRACT at any time without assigning any reasons, by giving a 30 days' notice.

12.2. 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:

12.2.1. Delay in delivery beyond the specified period for delivery.

12.2.2. Serious discrepancies noted in the items delivered.

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

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

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

12.2.6. The Vendor/Service Provider commits a breach of any of the terms and conditions of the bid.

12.2.7. The Vendor/Service Provider goes in to liquidation voluntarily or otherwise.

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

12.2.9. The progress made by the Vendor/Service Provider is found to be unsatisfactory.

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

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

12.4. In case the Vendor/Service Provider fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor/Service Provider by giving 7 days' prior notice to the Vendor/Service Provider.

12.5. After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the Vendor/Service Provider is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.

12.6. The Bank reserves the right to recover any dues payable by the Vendor/Service Provider from any amount outstanding to the credit of the Vendor/Service

Provider, including the pending bills and security deposit, if any, under this contract.

- 12.7. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Vendor/Service Provider towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.
- 12.8. 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.
- 12.9. 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.

Annexure-1
Bid Covering Letter

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

Reference No:

Date:

The Deputy General Manager,
Canara Bank,
General Administration Wing,
#29 KR Road | Dwarakanath Bhawan |
Bengaluru - 560 001, Karnataka

Dear Sir,

SUB: SELECTION OF GREEN BUILDING CONSULTANT FOR IGBC FACILITATION AND DOCUMENTATION SERVICES FOR OBTAINING GREEN BUILDING RATING FROM IGBC FOR EXISTING VARIOUS BUILDINGS OF BANK ACROSS THE COUNTRY

Ref: RFP/EPC/IGBC/3/2024 dated 11/09/2024.

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 Technical consultancy / Service support / Guidance for the specified scope as per the above referred RFP, during contract period. We enclose a Demand Draft / Bank Guarantee in lieu of EMD as per RFP in favour of Canara Bank as EMD or Exemption certificate in lieu of EMD.

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

Date

Signature with seal

Name:

Designation :

ANNEXURE-2 – PRICE BID

Particular	Qty of Premises (A)	Consultancy Charges per Building (B) In ₹ Excluding GST.	Total Consultancy Charges in ₹ Excluding GST (C)= (A) * (B)
Consultancy services for facilitating green certification rating of certified/silver/gold / platinum (from IGBC) for bank’s own Building across the country including consultancy for Implementation of identified measures including design calculations, specifications preparation of drawings for identified measures.	165		
Note: - Consultancy fee does not include the registration & certification fee of IGBC. Bank will pay registration & certification fee to IGBC for which the consultant will have to facilitate the Bank.			
<u>Notes</u>			
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. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.			

*Quantity mentioned above is indicative only. Bank may at its discretion increase/ decrease the quantity. Payment will be made on the basis of actual numbers of Neck Tie and Tie Clip ordered.

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 bid clauses, subsequent amendments and replies to pre-bid queries (if any) and abide by the same.
- iii. We have not changed the structure of the format nor added any extra items. We note that any such alternation will lead to rejection of Bid.
- iv. We agree that no counter condition/assumption in response to commercial bid will be accepted by the Bank. Bank has a right to reject such bid.
- v. We are agreeable to the payment schedule as per “Payment Terms” of the bid.
- vi. The bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.

Date

Signature with seal
Name:
Designation :

Annexure-3 Bidder's Profile

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

SUB: SELECTION OF GREEN BUILDING CONSULTANT FOR IGBC FACILITATION AND DOCUMENTATION SERVICES FOR OBTAINING GREEN BUILDING RATING FROM IGBC FOR EXISTING VARIOUS BUILDINGS OF BANK ACROSS THE COUNTRY

Ref: RFP/EPC/IGBC/3/2024 dated 11/09/2024

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)	
5)	Proposed ISP	
6)	Whether registered as MSE for the item under the RFP? (Proof of registration as MSE for the item under the RFP)	
7)	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)	
8)	Address for Correspondence: Registered Office: Corporate Office:	
9)	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)	
10)	PAN number GSTIN <u>Beneficiary Bank Details</u> Beneficiary Name Beneficiary Account Number Type of Account (OD/OCC etc.) IFSC Name of the Bank and Branch address	

11)	Yearly turnover of the organization during last 3 years (year-wise) and furnish audited balance sheet and Profit & Loss a/c (audited) for the last 3 years (as per PQ Criteria)	FY 202 : FY 202.: FY 202.:
12)	Detailed description and value of works done (Proforma 1) and works on hand (Proforma 2)	
13)	Details of Key Personnel Permanently employed (Proforma 3)	
14)	Whether any Civil Suit/litigation arisen in contracts executed/being executed during the last 10 years. If yes, please furnish the name of the project, employer, nature of work, contract value, work order and brief details of litigation. Give name of court, place, and status of pending litigation.	Attach a separate sheet, if required.
15)	Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed off during the last ten years by an arbitrator. If so, the details of such litigation are required to be submitted.	



Proforma 1

a) List of Projects Executed By the Organisation during Last 3 Years as on 31.03.2024.

Sl no	Name of work/ project with address	Name & full postal address of the owner. Specify whether Govt. undertaking along with name, address and contact numbers of -2- persons (Engineers & top officials of the organisations)	Contract amount (Rs) (for consultancy work only) with copy of work order and completion certificate from project in-charge)	Starting date of Project	date of completion of Project	Any other relevant information. Actual amount of project. If increased, give reasons.	Enclose clients certificate for satisfactory completion	No of Floors of building and Remarks
1	2	3	4	5	6	7	8	9

Proforma - 2

List of Important Works on Hand. Sr. No.	Name of work/project with address.	Name & full postal address of the owner. Specify whether Govt. undertaking along with name, address and contact nos. of -2- persons (Engineers or top officials of the organization)	Contract Amount with copy of Work Order & completion certificate from project in charge.	Stipulated time of completion (Years)	Present status of the project	Any other relevant information .
1	2	3	4	5	6	7

Profoma-3 Sr. No.	Particulars	Name and Designation	Age	Qualification	Experience	Nature of works handled	Name of the Projects handled costing over 40% of the estimated cost	Date from which employed in your organization	Indicate details of experience for similar projects
1 2. 3.					Details of in house qualified engineers Draftsman Any other information				

We accept all the Instructions, Terms and Conditions and Scope of Work of the subject RFP. We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive without assigning any reason whatsoever. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in shortlisting of 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-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,
General Administration Wing,
#29 KR Road | Dwarakanath Bhawan |
Bengaluru - 560 001, Karnataka

SUB: SELECTION OF GREEN BUILDING CONSULTANT FOR IGBC FACILITATION AND DOCUMENTATION SERVICES FOR OBTAINING GREEN BUILDING RATING FROM IGBC FOR EXISTING VARIOUS BUILDINGS OF BANK ACROSS THE COUNTRY

Ref: RFP/EPC/IGBC/3/2024 dated 11/09/2024

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

Place:
Date:

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

Annexure-5

Office Details

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

SUB: SELECTION OF GREEN BUILDING CONSULTANT FOR IGBC FACILITATION AND DOCUMENTATION SERVICES FOR OBTAINING GREEN BUILDING RATING FROM IGBC FOR EXISTING VARIOUS BUILDINGS OF BANK ACROSS THE COUNTRY

Ref: RFP/EPC/IGBC/3/2024 dated 11/09/2024

Sl. No.	Name of the Office	Address and Telephone No's	E-mail ID of office	Number of employees under the jurisdiction
1.				
2.				

Date:
Place :

Signature with seal:
Name:
Designation :

Annexure-6

Non-Disclosure Agreement

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

SUB: SELECTION OF GREEN BUILDING CONSULTANT FOR IGBC FACILITATION AND DOCUMENTATION SERVICES FOR OBTAINING GREEN BUILDING RATING FROM IGBC FOR EXISTING VARIOUS BUILDINGS OF BANK ACROSS THE COUNTRY

Ref: RFP/EPC/IGBC/3/2024 dated 11/09/2024

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 Canara Bank, General Administration Wing, #29 KR Road | Dwarakanath Bhawan | Basavanagudi Bengaluru-560004 Ph.- 080-26621873 hereinafter referred to as the BANK and,

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

WHEREAS, the Bidder understands that in the course of submission of the offer for the subject RFP and/or in the aftermath thereof, it may be necessary that the Bidder may perform certain jobs/duties on the Banks properties and/or have access to certain plans, documents, approvals or information of the BANK; NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, in order to induce the BANK to grant the Bidder specific access to the BANK's property/information. The Bidder will not publish or disclose to others, nor, use in any services that the Bidder performs for others, any confidential or proprietary information belonging to the BANK, unless the Bidder has first obtained the BANK's written authorization to do so.

The Bidder agrees that notes, specifications, designs, memoranda and other data shared by the BANK or, prepared or produced by the Bidder for the purpose of submitting the offer to the BANK for the said solution, will not be disclosed during or subsequent to submission of the offer to the BANK, to anyone outside the BANK.

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

Date

Signature with seal

Name:

Designation:

Annexure-7

Compliance Statement

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

SUB: SELECTION OF GREEN BUILDING CONSULTANT FOR IGBC FACILITATION AND DOCUMENTATION SERVICES FOR OBTAINING GREEN BUILDING RATING FROM IGBC FOR EXISTING VARIOUS BUILDINGS OF BANK ACROSS THE COUNTRY

Ref: RFP/EPC/IGBC/3/2024 dated 11/09/2024

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		
Compliance to Technical requirements		

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

Date

Signature with seal

Name:

Designation:

Annexure-8

Undertaking Letter

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

SUB: SELECTION OF GREEN BUILDING CONSULTANT FOR IGBC FACILITATION AND DOCUMENTATION SERVICES FOR OBTAINING GREEN BUILDING RATING FROM IGBC FOR EXISTING VARIOUS BUILDINGS OF BANK ACROSS THE COUNTRY

Ref: RFP/EPC/IGBC/3/2024 dated 11/09/2024

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

Date:

Signature with seal

Name:

Designation:

Annexure-9
Letter for EMD Return (if applicable)
[On Firm's / Company's letter head]

To

The Deputy General Manager,
Canara Bank,
General Administration Wing,
#29 KR Road | Dwarakanath Bhawan |
Bengaluru - 560 001, Karnataka

Dear Sir,

SUB: SELECTION OF GREEN BUILDING CONSULTANT FOR IGBC FACILITATION AND DOCUMENTATION SERVICES FOR OBTAINING GREEN BUILDING RATING FROM IGBC FOR EXISTING VARIOUS BUILDINGS OF BANK ACROSS THE COUNTRY

Ref: RFP/EPC/IGBC/3/2024 dated 11/09/2024

We _____ (Company Name) had participated in the Request for Proposal (RFP) for SELECTION OF GREEN BUILDING CONSULTANT FOR IGBC FACILITATION AND DOCUMENTATION SERVICES FOR OBTAINING GREEN BUILDING RATING FROM IGBC FOR EXISTING VARIOUS BUILDINGS OF BANK ACROSS THE COUNTRY.

Details of EMD submitted are as follows:

Sl. No.	Bidder Name	BG/DD/NEFT/RTGS Ref No.	Drawn on Bank Name	Date of BG/DD/NEFT/RTGS	Amount in Rupees

Bank details to which the EMD amount to be returned via NEFT/RTGS are as follows:

Account Title/Name	
Account Number	
IFSC Code	
Account Type	
Name of the Bank with Branch Address	

Declaration:

1. We here by note that the EMD submitted will be returned as per the terms and conditions of the RFP.
2. We hereby confirm that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us Bank is not liable under any circumstances.

Date:

Signature with seal

Place:

Name:

Designation:

Appendix -A

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

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

- 1) Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD / Exemption Certificate.
- 2) Power of Attorney / Authorization letter signed by the Competent Authority with the seal of the bidder's company / firm in the name of the person signing the bid documents with supporting documents.
- 3) Bid Covering letter as per Annexure-1.
- 4) Bidder's Profile as per Annexure-3.
- 5) Bid Security Declaration as per Annexure-4 (if eligible).
- 6) Office details as per Annexure-5.
- 7) Non-Disclosure Agreement as per Annexure-6
- 8) Compliance Statement as per Annexure-7.
- 9) Undertaking Letter as per Annexure-8.
- 10) Letter for EMD Return as per Annexure-9.

Appendix-B
Authorization Letter Format

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

Ref No:

Date:

The Deputy General Manager,
Canara Bank,
General Administration Wing,
#29 KR Road | Dwarakanath Bhawan |
Bengaluru - 560 004, Karnataka

Dear Sir,

SUB: SELECTION OF GREEN BUILDING CONSULTANT FOR IGBC FACILITATION AND DOCUMENTATION SERVICES FOR OBTAINING GREEN BUILDING RATING FROM IGBC FOR EXISTING VARIOUS BUILDINGS OF BANK ACROSS THE COUNTRY

Ref: RFP/EPC/IGBC/3/2024 dated 11/09/2024

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-C
Bank Guarantee Format for Earnest Money Deposit

To:

The Deputy General Manager,
Canara Bank,
General Administration Wing,
#29 KR Road | Dwarakanath Bhawan |
Bengaluru - 560 004, Karnataka

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

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

THE CONDITIONS of this obligation are:

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

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

Notwithstanding anything contained herein

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

Dated _____day of _____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
IFSC Code: CNRB0000413

Appendix-D

Proforma of Bank Guarantee for Contract Performance

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

To:

WHEREAS (Name and address of M/s Ltd (hereinafter referred to as “the CONTRACTOR”) has undertaken to (Description of RFP) as per their Contract dated _____ with you (hereinafter referred to as “the CONTRACTOR”)

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

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

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

THEREFORE, WE (Name of the issuing Bank) through our local office at _____ India furnish you the PERFORMANCE GUARANTEE in manner hereinafter contained and agree with you as follows:

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs _____ (Rupees _____) an amount equivalent to 10 % of the Contract Price plus GST against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs _____ (Rupees _____) may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.

Notwithstanding anything to the contrary we agree that your decision as to whether the CONTRACTOR has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

This Performance Guarantee shall continue and hold good until it is released by you on the application by the CONTRACTOR after expiry of the relative guarantee period of the Contract and after the CONTRACTOR had discharged all his obligations under the Contract and produced a certificate of due completion of the work under the Contract and submitted

a “No Demand Certificate” provided always that the guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of three months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

Should it be necessary to extend Performance Guarantee on account of any reason whatsoever, we undertake to extend the period of Performance Guarantee on your request under intimation to the CONTRACTOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.

You will have the fullest liberty without affecting Performance Guarantee from time to time to vary any of the terms and conditions of the Contract or extend the time of performance of the Contract or to postpone any time or from time to time any of your rights or powers against the CONTRACTOR and either to enforce or forbear to enforce any of the terms and conditions of the Contract and we shall not be released from our liability under Performance Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the CONTRACTOR or any other forbearance, act, or omission on your part or any indulgence by you to the CONTRACTOR or by any variation or modification of the Contract or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs _____ (Rupees _____) as aforesaid or extend the period of the guarantee beyond the said day of _____ unless expressly agreed to by us in writing.

The Performance Guarantee shall not in any way be affected by your taking or giving up any securities from the CONTRACTOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the CONTRACTOR.

In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the CONTRACTOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Performance Guarantee.

Subject to the maximum limit of our liability as aforesaid, Performance Guarantee will cover all your claim or claims against the CONTRACTOR from time to time arising out of or in relation to the Contract and in respect of which your claim in writing is lodged on us before expiry of three months from the date of expiry of Performance Guarantee.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post it shall be deemed to have been given when the same has been posted.

The Performance Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncancelled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

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

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

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

Notwithstanding anything contained herein

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

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

Dated this _____ day of _____ 2023

For and on behalf of
_____ BRANCH MANAGER SEAL ADDRESS PLACE

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

Name of the Bank: Canara Bank

IFSC Code: CNRB0000413

Appendix-E
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 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
- a) The Bid Form and the Price Schedule submitted by the Bidder.
 - b) The Bill of Material.
 - c) The Technical & Functional Specifications.
 - d) The Terms and Conditions of the Contract.
 - e) The Purchaser's Letter of Intent/Notification of Award.
 - f) Schedule of Dates, Amounts etc.
 - g) Pre-Contract Integrity Pact.
 - h) All pre bid clarifications/mail communications shared with the bidder during the processing of this bid.

All the above are collectively referred to as "the 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 to 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 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, it's 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:

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

10. ORDER CANCELLATION/TERMINATION OF CONTRACT:

- 10.1. The Bank reserves its right to terminate this CONTRACT at any time without assigning any reasons, by giving a 30 days' notice.
- 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.
 - 10.2.10. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- 10.3. Bank shall serve the notice of termination to the Vendor/Service Provider at least 30 days prior, of its intention to terminate services.
- 10.4. In case the Vendor/Service Provider fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor/Service Provider by giving 7 days' prior notice to the Vendor/Service Provider.
- 10.5. After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the Vendor/Service Provider is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- 10.6. The Bank reserves the right to recover any dues payable by the Vendor/Service Provider from any amount outstanding to the credit of the Vendor/Service Provider, including the pending bills and security deposit, if any, under this contract.

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

- 11.1. Vendor/Service Provider shall submit a structured & detailed Exit Manae-Procurementent plan along with Training and Knowledge transfer for its exit initiated by the Bank.
- 11.2. Vendor/Service Provider shall update the Transition and Exit manae-Procurementent on half yearly basis or earlier in case of major changes during the entire contract duration. The plan and the format shall be discussed and approved by the Bank.
- 11.3. The exit Manae-Procurementent plan shall deal with the following aspects but not limited to of exit manae-Procurementent in relation to the Service Level as a whole and in relation to in scope applications, interfaces, infrastructure and network and the scope of work.
 - 11.3.1 A detailed program of the transfer process that could be used in conjunction with a replacement vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the manae-Procurementent structure to be used during the transfer.
 - 11.3.2 Plans for provision of contingent support to the Project and replacement Vendor/Service Provider for a reasonable period (minimum three month and maximum as per mutual agreement) after transfer or as decided by Canara Bank.
 - 11.3.3 Plans for training of the Replacement Service Provider/Canara Bank staff to run the operations of the project. This training plan along with the training delivery schedule should be approved by Canara Bank. The delivery of training along with handholding support and getting the sign off on the same would be the responsibility of Vendor/Service provider.
- 11.4. At the end of the contract period or during the contract period, if any other Service Provider is identified or selected for providing services related to Vendor/Service Provider scope of work, they shall ensure that a proper and satisfactory handover is made to the replacement Service Provider.
- 11.5. All risk during transition stage shall be properly documented by Vendor/Service Provider and mitigation measures shall be planned to ensure a smooth transition

without any service disruption. Vendor/Service Provider must ensure that hardware supplied by them shall not reach end of support products (software/hardware) at time of transition. Vendor/Service Provider shall inform well in advance end of support products (software/hardware) for the in-scope applications and infrastructure.

- 11.6. The transition & exit manae-Procurementent period will start minimum six (6) months before the expiration of the contract or as decided by Canara Bank.
- 11.7. Vendor/Service Provider will provide shadow support for a minimum of 90 days or as decided by the Bank before the end of termination of notice period or expiry of the contract as applicable at no additional cost to the Bank.
- 11.8. In case of termination, the exit manae-Procurementent period will start from effective date of termination, or such other date as may be decided by Canara Bank and communicated to Vendor/Service Provider.
- 11.9. Vendor/Service Provider must ensure closing off all critical open issues, any audit observation as on date of exit. All other open issues as on date of Exit shall be listed and provided to Canara Bank.
- 11.10. Vendor/Service Provider needs to comply with Banks requirements and any statutory or regulatory guidelines during the reverse transition period.

12. TRAINING AND HANDHOLDING:

- 12.1. Vendor/Service Provider shall provide necessary knowledge transfer and transition support to the satisfaction of the Bank. The deliverables as indicated below but not limited to:
 - 12.1.1. Entire back-up History but not limited to archive policies, retention policies, restore policies, schedules, target storage, backup history.
 - 12.1.2. Change Request Logs
- 12.2. Assisting the new Service Provider/Bank with the complete audit of the system including licenses and physical assets
- 12.3. Detailed walk-throughs and demos for the solution
- 12.4. During the exit manae-Procurementent period, the Vendor/Service Provider shall use its best efforts to deliver the services.
- 12.5. Vendor/Service Provider shall hold technical knowledge transfer sessions with designated technical team of Business and/or any replacement Service Provider in at least last three (3) months of the project duration or as decided by Bank.

During Reverse transition Bank will not pay any additional cost to the Vendor/Service Provider for doing reverse transition.

13. INTELLECTUAL PROPERTY RIGHTS:

- 13.1. 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.

13.2. In the event that the Deliverables become the subject of claim of violation or infringe-Procurement of a third party's intellectual property rights, VENDOR/ SERVICE PROVIDER shall at its choice and expense:

13.2.1. Procure for BANK the right to continue to use such deliverables.

13.2.2. 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

13.2.3. 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.

13.3. 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.

13.4. 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.

14. INDEMNITY:

14.1. 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:

- 14.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by VENDOR/ SERVICE PROVIDER;
 - 14.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by VENDOR/ SERVICE PROVIDER;
 - 14.1.3. 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
- 14.2. VENDOR/ SERVICE PROVIDER shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringe-Procurement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringe-Procurements in respect of **Solution** supplied by them.
- 14.2.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
 - 14.2.2. The limits specified in below clause shall not apply to claims made by the Bank/third parties in case of infringe-Procurement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.
 - 14.2.3. All Employees engaged by 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.
- 14.3. VENDOR/ SERVICE PROVIDER's aggregate liability shall be subject to an overall limit of the total Cost of the project.

15. RIGHT TO AUDIT:

- 15.1. The VENDOR has to get itself annually audited by internal/ external empanelled Auditors appointed by the PURCHASER/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the PURCHASER/such auditors in the areas of products (IT hardware/software) and services etc., provided to the PURCHASER and the VENDOR is required to submit such certification by such Auditors to the PURCHASER. The VENDOR and or his/their outsourced agents/subcontractors (if allowed by the PURCHASER) shall facilitate the same. The PURCHASER can make its expert assessment on the efficiency and effectiveness of the security, control, risk manae-Procurement, governance system and process created by the VENDOR. The VENDOR shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the PURCHASER.
- 15.2. Where any deficiency has been observed during audit of the VENDOR on the risk parameters finalized by the PURCHASER or in the certification submitted by the Auditors, the VENDOR shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor

shall further certify in respect of resolution of the deficiencies. The resolution provided by the VENDOR shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

15.3. The VENDOR shall, whenever required by the PURCHASER, furnish all relevant information, records/data to such auditors and/or inspecting officials of the PURCHASER/Reserve Bank of India and or any regulatory authority. The PURCHASER reserves the right to call and/or retain for any relevant material information/reports including auditor review reports undertaken by the VENDOR (e.g., financial, internal control and security reviews) and findings made on VENDOR in conjunction with the services provided to the PURCHASER.

16. BUSINESS CONTINUITY PLAN:

16.1. The service provider/vendor shall develop and establish a robust Business Continuity and Manae-Procurementent of Disaster Recovery Plan if not already developed and established so as to ensure uninterrupted and continued services to the Bank and to ensure the agreed upon service level.

16.2. The service provider/vendor shall periodically test the Business Continuity and Manae-Procurementent of Disaster Recovery Plan. The Bank may consider joint testing and recovery exercise with the Service provider/vendor.

17. CORRUPT AND FRAUDULENT PRACTICES:

17.1. Vendor/Service Provider shall at all times observe the highest standard of ethics during the entire contract period.

17.2. Vendor/Service Provider shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for Supply, Implementation, Migration and Support of the Solution by the Bank.

18. CONFIDENTIALITY AND NON-DISCLOSURE:

18.1. 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.

18.2. 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.

18.3. Provided that the Confidentiality Clause may not be applied to the data or information which;

- a) Was available in the public domain at the time of such disclosure through no wrongful act on the part of VENDOR/ SERVICE PROVIDER.
- b) Is received by VENDOR/ SERVICE PROVIDER without the breach of this Agreement.
- c) Is required by law or regulatory compliance to disclose to any third person.
- d) Is explicitly approved for release by written authorization of the Bank.

- 18.4. 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.

19. FORCE MAJEURE:

- 19.1. 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.
- 19.2. 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.
- 19.3. 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.
- 19.4. 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.

20. SOCIAL MEDIA POLICY:

- 20.1. No person of the Bank or the Vendor/Service Provider and third parties shall violate the Social Media Policy of the Bank.
- 20.2. 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:
- 20.2.1. Non-adherence to the standards/guidelines in relation to Social Media Policy issued by the Bank from time to time.
- 20.2.2. 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.

- 20.2.3. Any unauthorized use or disclosure of Bank's confidential information or data.
- 20.2.4. 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.

21. HIRING OF BANK STAFF OR EX-STAFF:

The VENDOR/ SERVICE PROVIDER or subcontractor(s) shall not hire any of the existing/ ex/retired employee of the Bank during the contract period or after the closure/termination of contract even if existing/ ex/retired employee actively seek employment from the VENDOR/ SERVICE PROVIDER or sub-contractor(s). The period /duration after the date of resignation/ retirement/ termination after which the existing/ex/retired employee shall be eligible for taking up such employment shall be governed by regulatory guidelines/HR policies of the Bank

22. ADHERENCE TO BANKS IS SECURITY/CYBER SECURITY POLICIES:

- 22.1. 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.
- 22.2. 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.

23. PROTECTION OF DATA:

- 23.1. 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.
- 23.2. Where the terms of the RFP/E-Procurement 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.
- 23.3. 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

23.4. 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.

24. 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.

25. 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.

26. 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,
General Administration Wing,
#29 KR Road | Dwarakanath Bhawan |
Basavanagudi
Bengaluru-560004
Ph.- 080-26621873

If to VENDOR/ SERVICE PROVIDER:

Registered Office Address:

Designated Contact Person: Sri. _____ (_____)
Phone: +91-_____
Email: _____

27. 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.

28. CONFLICT OF INTEREST:

- 28.1. 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.
- 28.2. 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.
- 28.3. 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.

29. 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	----- --	-----	-----	-----	-----	----- ---

30. GENERAL CONDITIONS TO CONTRACT:

- 30.1. 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.

- 30.2. 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
- 30.3. The VENDOR/ SERVICE PROVIDER shall abide/comply with applicable guidelines issued by RBI on Outsourcing of IT services vide master direction note no:RBI/2023-24/102 DoS.CO.CSITEG/SEC.1/31.01.015/2023-24 dated 10/04/2023 and its future amendments and communications.
- 30.4. 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.
- 30.5. 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.
- 30.6. 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.
- 30.7. 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.
- 30.8. 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.
- 30.9. 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.
- 30.10. 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.

केनरा बैंक



Canara Bank

Signature:
Name:
Designation:
For & on behalf of:
(BANK)

In the presence of:

Signature: 1:
Name:
Designation:

Signature: 2:

Name:
Designation

Signature:
Name:
Designation:
For & on behalf of
(VENDOR/ SERVICE PROVIDER)

In the presence of:

Signature: 1:
Name:
Designation:

Signature: 2:

Name:
Designation

Appendix-F

Address of Bank premises identified for obtaining Green Certification

	Address	State	Pincode	Built-up Area (Sft)
1	Shanthi Park Apartment	KARNATAKA	560041	55378
2	PATTANAYAKANAHALLI	KARNATAKA	572135	3695
3	SRIRANGAPATNA BRANCH	KARNATAKA	571438	2904
4	KOYEMBEDU FLATS SAF GAMES VILLAGE	TAMIL NADU	600107	17424
5	PITAMPURA NEW DELHI	NCT OF DELHI	110034	6457
6	HAMPANKATTA REGIONAL OFFICE	KARNATAKA	575001	22000
7	CIRCLE OFFICE Mangaluru	KARNATAKA	575001	66822
8	YENDAPALLIVALASA	ANDHRA PRADESH	531151	2118
9	Veerakeralampudur	TAMIL NADU	627861	3576
10	Tuticorin	TAMIL NADU	628001	18787
11	Tirumangalam	TAMIL NADU	625706	4500
12	Moolaikaraipatti	TAMIL NADU	627354	3643
13	Vishalakshipuram	TAMIL NADU	625014	3658
14	CANARA APARTMENT MYLAPORE	TAMIL NADU	600004	23598
15	THYAMAGONDLU BRANCH	KARNATAKA	562132	2118
16	Nehru Road Bhatkal	KARNATAKA	581320	4950
17	Ram Mandir Road Honnavar	KARNATAKA	581334	4864
18	Joida	KARNATAKA	581186	2822
19	3-406 ANANTHASHAYANA ROAD, KARKALA	KARNATAKA	574104	6850
20	No-690C/2A, Chittakula, Sadashivgud, Karwar	KARNATAKA	581301	4128
21	Saligrama Parampalli Village, Udupi	KARNATAKA	574118	1975
22	Devikeri Road, Sirsi	KARNATAKA	581401	6046
23	11/4, Car Street, Thirthahalli Town	KARNATAKA	577432	5349
24	Thamarakki North village	TAMIL NADU	630562	1840
25	Kinnogoli Branch	KARNATAKA	630562	5377
26	Kadri Road, Mangaluru	KARNATAKA	630562	5257
27	SINDHAGHATA BRANCH AND FLAT	KARNATAKA	571426	2764
28	PERIAPATNA BYLAKUPPE	KARNATAKA	571104	7147
29	MYSORE MAIN	KARNATAKA	571001	5832
30	SARAKKI LAYOUT BRANCH	KARNATAKA	560078	2324
31	Vipin KHAND, GOMTI NAGAR	UTTAR PRADESH	226001	90618
32	Pandiyan Building	TAMIL NADU	625006	28225
33	Kanyakumari Holiday Home	TAMIL NADU	629702	4185
34	Shivajinagar, Pune	MAHARASHTRA	411005	19777
35	BOKARO	JHARKHAND	827001	6975
36	Kottar Road, Nagercoil	TAMIL NADU	329001	3181
37	Thirupunithura	KERALA	682030	7083
38	HOODE	KARNATAKA	576115	1927
39	Prince Anwar Shah Road, Kolkata	WEST BENGAL	700001	4880
40	SECTOR 34 CIRCLE OFFICE CHANDIGARH	CHANDIGARH	160001	135704

	Address	State	Pincode	Built-up Area (Sft)
41	CANARA BANK COMPLEX VENKATANARAYANA ROAD	TAMIL NADU	600035	28861
42	Q 2GREEN PARK NEW DELHI	NCT OF DELHI	110016	4371
43	NEW SABJI MANDI DELHI	NCT OF DELHI	110007	8121
44	CONNAUGHT CIRCUS DELHI	NCT OF DELHI	110001	15747
45	OKHLA IND EST DELHI	NCT OF DELHI	110020	7500
46	12/5 EAST PATEL NAGAR DELHI	NCT OF DELHI	110008	3933
47	E 4 SECTOR 26 NOIDA	NCT OF DELHI	110025	12244
48	CANARA BANK NO 6 RAOURI GARDEN DELHI	NCT OF DELHI	110027	17193
49	COMMUNITY CENTRE VIKASPURI DELHI	NCT OF DELHI	110025	9095
50	SECTOR 18 GURGAON	NCT OF DELHI	122001	61830
51	SIDHARTHA ENCLAVE MAHARANIBAGH BRANCH DELHI	NCT OF DELHI	110014	7209
52	VENKATRAMANA CENTRE CHENNAI	TAMIL NADU	600018	89863
53	38 IT PARK SIDCUL	NCT OF DELHI	249403	60645
54	KARWAR II BRANCH	KARNATAKA	581301	9012
55	No.85,Beside Rail Nilayam, SD Road	TELANGANA	500062	44412
56	Abid Road, Hyderabad	TELANGANA	500018	16720
57	Kings Way, RP Road, Secundrabad	TELANGANA	500003	5615
58	Sector 44A, Chandigarh	CHANDIGARH	160047	58774
59	BNC Chowk Ludhiana	CHANDIGARH	160002	9257
60	Regional Office Raipur- Naya Raipur	MADHYA PRADESH	462101	13488
61	CANARABANK QUARTERS, DURGAPUR	WEST BENGAL	713201	15230
62	DOVER PARK APARTMENTS	WEST BENGAL	700019	40414
63	ASHRAYA APARTMENT	WEST BENGAL	700038	22045
64	AMAR BARI APARTMENT	WEST BENGAL	700145	28004
65	ANANDAPUR	WEST BENGAL	700107	20926
66	HO MANIPAL	KARNATAKA	576104	63626
67	COURT ROAD UDUPI	KARNATAKA	576104	19496
68	TOWN BRANCH UDUPI	KARNATAKA	576101	9300
69	MUKUND NIVAS APARTMENT UDUPI	KARNATAKA	574106	55373
70	MAYAPURI IND ARAE DELHI	NCT OF DELHI	110064	4500
71	5D SHOPPING COMPLEX JILMIL VIVEK VIHAR DELHI	NCT OF DELHI	110095	7210
72	Canara Bank C-3, Sector -1, Noida	NCT OF DELHI	110025	21901
73	CANARA BANK VSUNDHARA GHAZIABAD	NCT OF DELHI	201012	289762
74	PG Road, Hyderabad	TELANGANA	500027	42280
75	Himayat Nagar,Hyderabad	TELANGANA	500029	31950
76	Bagalkot Navnagar, Plot no. C-83 & C-84	KARNATAKA	587201	2154
77	Station Road, Near Bus Stand, Hospet	KARNATAKA	583201	8273
78	Plot no. 33 & 34, Sector no. 25.	KARNATAKA	587103	4650
79	Plot No. 36, Managuli Road, Trimurthy Nagar	KARNATAKA	586122	12727
80	SECTOR 12 Karnal CO	HARYANA	132001	18142

	Address	State	Pincode	Built-up Area (Sft)
81	MANIMAZRA RO Panchkula	HARYANA	132001	9538
82	Deepshika apartment	WEST BENGAL	700084	43352
83	34A SOUTH END PARK, GARIAHAT	WEST BENGAL	700031	8600
84	Canara Bank kasargod	KERALA	670121	9342
85	CO BUILDING BHOPAL	MADHYA PRADESH	462024	29889
86	NAZRABAD	KARNATAKA	570010	17399
87	RAYALPAD BRANCH	KARNATAKA	263134	1486
88	OPPANAKARA STREET COMBATORE	TAMIL NADU	641001	10842
89	Candeep, Union High School Road,	TAMIL NADU	641001	14456
90	D. No 105,106 Ponnurangam Road, R S Puram , Coim	TAMIL NADU	641002	11871
91	MG Road Trivandrum	KERALA	695001	45934
92	BAKARAM QUARTERS	TELANGANA	500080	7074
93	AC GUARDS	TELANGANA	500004	25278
94	CHEROOTY ROAD	KERALA	673001	10441
95	Kozhikode RO	KERALA	673002	13098
96	KANNUR RO	KERALA	670001	16200
97	Gokulam Apartment	KERALA	678004	6468
98	BHILAI BRANCH	CHHATTISGARH	490001	2000
99	B J ROAD ALLEPPEY	KERALA	686001	19106
100	ERNAKULAM SOUTH BRANCH	KERALA	682016	14800
101	FORT BRANCH	KERALA	695009	6068
102	A N STREET	TAMIL NADU	600005	13216
103	Candheep T Nagar	TAMIL NADU	600006	12350
104	Shreyas Apartment	TAMIL NADU	600006	5304
105	Canjyoti VADAPALANI	TAMIL NADU	600026	37688
106	Guindy,ANNA SALAI	TAMIL NADU	600015	11588
107	Syndicate House,GOPALAPURAM	TAMIL NADU	600014	5680
108	Surathkal	KARNATAKA	575014	5230
109	Kalasapura	KARNATAKA	577146	2192
110	Mayamudi	KARNATAKA	571213	1485
111	Arsikere	KARNATAKA	573103	2912
112	Bantwal	KARNATAKA	574211	1890
113	Moodabidri	KARNATAKA	574227	3065
114	Uppinangady	KARNATAKA	574241	3485
115	Karangalpadi	KARNATAKA	575003	24313
116	Dongerkeri	KARNATAKA	575001	23748
117	Pragathi Apartment	KARNATAKA	575001	24960
118	Gandhi Nagar Apartment	KARNATAKA	575001	29540
119	Sevashram	KARNATAKA	575001	18040
120	Sneha Nivas	KARNATAKA	575001	10890

	Address	State	Pincode	Built-up Area (Sft)
121	Founder's Branch	KARNATAKA	575001	2350
122	Chikkamagaluru	KARNATAKA	577101	7042
123	Chikkamagaluru	KARNATAKA	577101	7630
124	Jamnagar Flats	GUJARAT	361001	6000
125	REGIONAL OFFICE Gandhi Nagar	GUJARAT	300018	9800
126	Syndicate House	GUJARAT	335009	6874
127	Sahyadhri Apartment	KARNATAKA	560026	51120
128	South End Apartment	KARNATAKA	560004	14464
129	Sadan Apartment	KARNATAKA	560060	224971
130	Mohidinpur	UTTAR PRADESH	250205	2255
131	V V Puram	KARNATAKA	56004	57200
132	Swagath Apartment	KARNATAKA	560011	79610
133	Kamadhenu Apartment	KARNATAKA	560025	15467
134	BTM layout	KARNATAKA	560076	95583
135	Canara mansion	KARNATAKA	560005	15328
136	Sannidhi Road	KARNATAKA	560004	12768
137	Nandhini layout	KARNATAKA	560058	97800
138	Banasankari	KARNATAKA	560050	20160
139	Jawahar nagar	RAJASTHAN	302004	10380
140	Malaviya Nagar	RAJASTHAN	110017	16115.96
141	Port blair	ANDAMAN and NICOBAR ISLANDS	744101	2880
142	A B Vajpayee Layout	KARNATAKA	577201	25197
143	Kothrude	MAHARASHTRA	411038	6296
144	Gultekdi	MAHARASHTRA	411037	5400
145	JC Road	KARNATAKA	560002	186766
146	B K Complex	MAHARASHTRA	400051	153516
147	Prabhadevi Kohinoor	MAHARASHTRA	400025	20622
148	Madhav Mukund	MAHARASHTRA	400093	102086
149	UMA NAGAR	MAHARASHTRA	400029	17410
150	MHADA POWAI	MAHARASHTRA	400076	100016
151	SILVE BORDE	MAHARASHTRA	400050	4040
152	Canheritage Vikhroli	MAHARASHTRA	400079	51950
153	Homji Street	MAHARASHTRA	400001	11739
154	Manipal Branch	KARNATAKA	576104	14475
155	SRD Building	KARNATAKA	576104	12076
156	Canara Institute of Bank Management	KARNATAKA	576104	113150
157	P M ROAD FORT	MAHARASHTRA	400001	1961
158	Wadakkancherry	KERALA	680582	3078
159	Basaveshwar Road Branch	KARNATAKA	586101	2523

	Address	State	Pincode	Built-up Area (Sft)
160	Manoramaganj	MADHYA PRADESH	452001	306777
161	RO Vadodara	GUJARAT	390007	13552
162	Pradhan Enclave	GUJARAT	390007	12240
163	TURBE Branch	MAHARASHTRA	400703	5437
164	Sher-E-Punjab C.H.S.L	MAHARASHTRA	400069	23619
165	Vengurla	MAHARASHTRA	416516	6781
				4325933.96