

केनरा बैंक

Canara Bank



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A Government of India Undertaking

सिंडिकेट Syndicate

RFP-14 CO PATNA/TM/2024-25

DATE 15/04/2024

REQUEST FOR PROPOSAL [RFP]

FOR

SELECTION OF SERVICE PROVIDER FOR PROVIDING COMPREHENSIVE AMC SERVICES FOR IT HARDWARE ITEMS EFFECTIVE FROM 01/07/2024 FOR A PERIOD OF 3 YEARS.

Issued by: Canara Bank
T M Section, Circle Office Patna
3rd Floor, Luv Kush Tower,
Exhibition Road, PATNA
BIHAR. PIN - 800001
Phone No : 7763819927
Email : tmscopat@canarabank.com



**BID SCHEDULE & ABBREVIATIONS****1. BID SCHEDULE**

Sl. No.	Description	Details
1.	RFP No. and Date	RFP-14 CO PATNA/TM/2024-25 dated 15/04/2024
2.	Name of the Section	TM Section, Circle Office Patna
3.	Brief Description of the RFP	Selection of Service Provider for Providing Comprehensive AMC Services for IT Hardware Items from 01/07/2024 for a period of 3 Years.
4.	Bank's Address for Communication	Senior Manager, Canara Bank, TM Section, Circle Office Patna, 3 rd Floor, Luv Kush Tower, Exhibition Road, PATNA, BIHAR. PIN - 800001 Tel -7763819927 /0612 2323917 Email: tmscopat@canarabank.com
5.	Date of Issue of RFP	22.04.2024
6.	Tender Fee (Non - Refundable)	Mode of submission offline through DD Rs. 2000/- (including 18% GST)
7.	Earnest Money Deposit (Refundable)	Rs. 50,000/-
8.	Performance Bank Guarantee/Bid Security	10% of the Annual contract
9.	Last Date, Time for Submission of Bids	13.05.2024 by 3:00 PM
10.	Date, Time for opening of Part A - Technical cum Eligibility Proposal.	15.05.2024 03:00PM
11.	Date, Time for opening of Part B - Commercial Proposals	24.05.2024 03:00PM
12.	Pre-bid Meeting Date & Time	1. Pre-bid meeting will be held on 10/05/2024 at 03:00PM. 2. Pre bid queries should be submitted as per Appendix-C.
13.	Other Details	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. 2. No suggestions or queries shall be entertained after pre-bid meeting.
14.	This document can be downloaded from following website (https://canarabank.com/tenders.aspx) 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.	



**2. Abbreviations used in this Document:**

1.	BG	Bank Guarantee
2.	BOM	Bill of Material
3.	DD	Demand Draft
4.	EMD	Earnest Money Deposit
5.	GST	Goods and Service Tax
6.	CO	Circle Office
7.	RO	Regional Office
8.	TMS	Technology Management Section
9.	RSTC	Regional Staff Training College, Patna
10.	CC	Currency Chest
11.	LBO	Lead Bank Office
12.	OS	Operating System
13.	LD	Liquidated Damage
14.	MSE	Micro and Small Enterprises
15.	MSME	Micro Small & Medium Enterprises
16.	NEFT	National Electronic Funds Transfer
17.	NI Act	Negotiable Instruments Act
18.	RFP	Request For Proposal [Interalia the term 'Tender' is also used]
19.	RTGS	Real Time Gross Settlement
20.	AMC	Annual Maintenance Contract





DISCLAIMER

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

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

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

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





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**SECTION B - INTRODUCTION****1. About Canara Bank**

CANARA BANK is one of the largest public sector bank owned by Government of India. Canara Bank is a body Corporate and a premier Public Sector Bank established in the Year 1906 by Shri. Ammembal Subba Rao Pai and nationalized under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970. Canara Bank Circle office is located at 3rd Floor, Luv Kush Tower, Exhibition Road, PATNA, BIHAR. PIN - 800001

- 1.1. The Bank is having Pan India presence of more than 9500 branches, 24 Circle offices and 176 Regional Offices situated across the States. The Bank also has offices abroad in London, Dubai and New York. As per the announcement made by the Department of Finance Services on 30 August 2019, Manipal based Syndicate Bank has been merged from 01 April 2020.
- 1.2. The Bank is a forerunner in implementation of IT related products, services, and continuously making efforts to provide the state of art technological products to its customers.

2. Definitions

- 2.1. 'Bank' means unless excluded by and repugnant to the context or the meaning thereof, shall mean 'Canara Bank', described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal in Open Tender bid and shall be deemed to include its successors and permitted assigns.
- 2.2. 'RFP' means Request for Proposal for Providing Comprehensive AMC of IT hardware items from 01/07/2024 for a period of 3 Years.
- 2.3. 'Bidder' means a vendor submitting the proposal in response to the RFP.
- 2.4. 'Services' means providing Comprehensive AMC of IT hardware items from 01/07/2024 for a period of 3 years.
- 2.5. 'Contract' means the agreement signed by selected bidder and the Bank at the conclusion of bidding process, wherever required.
- 2.6. 'Selected bidder' / 'Successful bidder' / 'H1 bidder' means the bidder who is found to be the lowest bidder after conclusion of the bidding process, subject to compliance to all the Terms and Conditions of this Open Tender bid.

3. About RFP:

- 3.1. The Bank intends to onboard Service Provider to provide Comprehensive AMC service of IT hardware items effective from 01/07/2024 for a period of 3 years. In this connection, Bank invites proposal in Open Tender bid for selection of Service Provider to provide Comprehensive AMC of IT hardware items from 01/07/2024 for a period of 3 years as per the terms & conditions, technical requirements and scope of work described elsewhere in this document.
- 3.2. This RFP should not be considered as a statement of intent for availing the services, unless a purchase order or notification of award is published by Canara Bank if any, as an end result of this RFP process.

4. Objective



- 4.1. The Bank intends to enter into Annual Maintenance Contract for IT Hardware from reputed vendors for its Branches/Offices.
- 4.2. The selected bidder will enter into a Contract with Canara Bank Circle Office, Patna Centrally at 3rd Floor, Luv Kush Tower, Exhibition Road, PATNA, BIHAR, PIN - 800001 for AMC of IT hardware items and peripherals as per the specifications and Requirements details mentioned in the RFP.
- 4.3. The selected bidder will undertake to ensure availability of Hardware Parts & peripherals including sufficient manpower as mentioned elsewhere in this RFP documents for providing AMC service.
- 4.4. The selected bidder will provide the latest available models of hardware items to meet the RFP requirement. In case the proposed hardware item is not available at the time of Purchase Order during the validity of the Contract Period, Bidder has to provide the hardware with higher specification without any additional cost to the Bank.
- 4.5. The Bank is looking at a highly professional relationship with the Service Provider who shall provide Comprehensive AMC service of IT hardware items effective from 01/07/2024 for a period of 3 years.
- 4.6. The bidders satisfying the Pre-Qualification Criteria as per the RFP and complying with all terms and conditions of the RFP may respond.

5. Requirement Details

- 5.1. Bank invites sealed offline offers ('Technical Proposal' and 'Commercial Bid') for selection of Service Provider who shall provide Comprehensive AMC service of IT hardware items effective from 01/07/2024 for a period of 3 years as per the terms and conditions, Technical Requirement and Scope of Work described elsewhere in this document.
- 5.2. The brief description of IT hardware items and peripherals in Canara Bank branches Offices spread over the state of Bihar, under Circle Office, Patna is furnished in following tables:

Sl	Item details	Quantity
1	Annual Maintenance Contract of IT hardware/software items i.e. Desktop/AllInOnePC, Laptop, Printer, Passbook Printer, Color Printer and Scanner in Canara Bank Branches/offices under Circle Office, Patna.	Annexure-6

- 5.3. Above existing Hardware / Software of Computer E Peripherals in Canara Bank are to be covered under the AMC of 3 Years commencing from 01/07/2024 to 30.06.2027 subject to annual review (if contracted).
- 5.4. The selected bidder should propose the Bank for any new services for strengthening the monitoring processes and the Bank reserves the right to include additional services apart from those provided in the RFP.



6. Participation methodology:

- 6.1. In the tender authorized Service Provider/partner for one or more OEM e.g. HP, Samsung, Acer, Dell, Canon, etc. satisfying the stipulated Pre-Qualification Criteria meeting the requirement of RFP can bid for the item/product in this tender.
- 6.2. The bidder should assume complete responsibility for providing end-to-end solution i.e., technology, personnel, financial and any other infrastructure that would be required to meet intent of this RFP at no additional cost to the bank. To this effect Bidder should provide a dealer/distributor certificate.

7. Pre-Qualification Criteria

- 7.1. Interested bidders, who are capable to provide Comprehensive AMC service of IT hardware items effective from 01/07/2024 for a period of 3 years as per Annexure-2 Pre-Qualification Criteria, may respond.
- 7.2. Non-compliance to any of the Pre-Qualification criteria would result in outright rejection of the bidder's proposal. The bidder is expected to provide proof for each of the points for Pre-Qualification evaluation. The proof provided must be in line with the details mentioned in "Documents to be submitted for Compliance". Any credential detail mentioned in "Pre-Qualification Criteria Compliance" not accompanied by relevant proof documents will not be considered for evaluation.
- 7.3. Canara Bank, reserves the right to verify/evaluate the claims made by the bidder independently and seek further documents without any limitation for evaluating the offer. Any deliberate misrepresentation will entail rejection of the offer.

8. Scope of Work

- 8.1. The Broader Scope of work shall include but not be limited as mentioned in Annexure-7. Bidder has to confirm compliance to the Scope of Work as mentioned in Annexure-7. The bidders are required to go through the complete RFP document thoroughly. The obligation / responsibilities mentioned elsewhere in the document, if any, shall be the integral part of the scope.
- 8.2. For smooth completion of project, the bidder should identify one or two of its representatives as primary point of contact for the Bank.





SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS

1. Uptime

- 1.1. The selected bidder shall guarantee availability of Service Engineers during Working Hours of the Bank on all Working Days (excluding Bank's Holidays) during the entire AMC period.
- 1.2. The bidder will accomplish preventive and breakdown maintenance activities to ensure that the entire hardware performs without defect or interruption for at least 95% uptime on 9 x 7 Basis of operation of the device, calculated on a monthly basis.
- 1.3. The "Uptime" is, for calculation purposes, equals to the Total contracted hours (i.e., 9 x 7 basis) in a month less "Downtime". The "Downtime" is the time between the Time of Failure and Time of Restoration of issue within the contracted hours. "Failure" is the condition that renders the bank unable to perform any of the defined functions on the said Device. "Restoration" is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same.
- 1.4. The percentage uptime is calculated on monthly basis as follows:
- $$\frac{(\text{Total contracted hours } 9 \times 7 \text{ basis in a month} - \text{Downtime hours within contracted hours})}{\text{Total contracted hours } 9 \times 7 \text{ basis in a month}} \times 100$$
- 1.5. Contracted hours of a month = No. of days in that month X 9 Hours.
- 1.6. If the Bidder is not able to attend the troubleshooting calls on items working due to closure of the office/non-availability of access to the Hardware Items, the response time/uptime will be taken from the opening of the office for the purpose of uptime calculation.
- 1.7. The Downtime calculated shall not include any failure due to bank, third party and Force Majeure.

2. Penalties/Liquidated damages for not maintaining uptime

- 2.1. Failure to maintain the above uptime penalty will be applicable as per below table:

Monthly Uptime%	Penalty
>=95%	Nil
>=92% <95%	Rs 250/- per IT Hardware inclusive of peripherals of the Hardware
>=90% <92%	Rs 500/- per IT Hardware inclusive of peripherals of the Hardware
<90%	Rs 1000/- per IT Hardware inclusive of peripherals of the Hardware

2.2. Penalty towards absence of Onsite Resources:

In case the resource goes on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the selected bidder to ensure that regular functioning of the solution does not hamper. In case replacements are not





arranged, Bank shall pay only the proportionate amount of resident resource charges during the particular quarter. The Bank shall also impose a penalty of 0.5% of the quarterly Resident resource charges payable to the selected bidder for each week and part thereof of absence. However, total penalty under this clause will be limited to 20% of the total quarterly charges payable for Resident Resources.

- 2.3. The maximum penalty levied shall be restricted to 20% of the AMC amount payable for one year.
- 2.4. If monthly uptime is less than 90%, the Bank shall levy penalty as above and shall have full right to terminate the AMC contract under this RFP. The right of termination shall be in addition to the penalty and invocation of Bank Guarantee. The above penalty shall be deducted from the quarterly AMC payment due to the bidder.
- 2.5. The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.
- 2.6. All the above LDs are independent of each other and are applicable separately and concurrently.
- 2.7. LD is not applicable for the reasons attributable to the Bank and Force Majeure.

3. Payment Terms:

3.1. Payment will be released after execution of stamped "Contract Agreement" and also Non-Disclosure Agreement (NDA) as per the RFP Terms.

3.2. Payment terms will be as per below:

SL No	Payment Stage	% Of payment
1	AMC for IT Hardware	Quarterly in Arrears.

3.3. Bank will release the payment on completion of each quarter and on production of relevant documents/invoices. Please note that Originals of invoices (plus One Copy) reflecting Taxes & Duties should be submitted along with satisfactory Service Report and Preventive Maintenance Quarterly Report, monthly call logged report, for releasing of payment. Penalty if any and applicable TDS will be deducted and net amount will be released to the bidder.

3.4. Bank will not pay any amount in advance.

3.5. Payment shall be released within 30 days of submission of relevant documents as per RFP terms. The Bidder has to comply with the minimum wages act of Central Govt. EPF and ESIC challan of deputed staff shall be submitted to the Bank every quarter with the Invoice of AMC.

3.6. The payments will be released through NEFT/RTGS after deducting the applicable LD/Penalty, TDS if any, by Circle Office Patna & Regional Offices at Patna, Gaya, Muzaffarpur, Purnea, Saran and Bhagalpur respectively. And the selected bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.





3.7. The Bank may decide to add or remove certain IT Hardware or peripherals from AMC at any point of time during the Contract. Payment for any inclusion deletion of IT Hardware e.g., Computer, Printer, Scanner and other peripherals during the Contract Period will be calculated and released on pro-rata basis.

4. Subcontracting

4.1. The selected bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under the contract without the prior written consent of the Bank.

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

5. Right to Audit

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

5.2. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

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



**SECTION D - BID PROCESS****1. Clarification to RFP and Pre-Bid Queries**

- 1.1. The bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases should seek clarification in writing in the same serial order as that of the RFP by mentioning the relevant page number and clause number of the RFP as per format provided under Appendix-C.

All communications regarding points requiring clarifications and any doubts shall be given in writing to the General Manager, Canara Bank CO Patna 3rd Floor, Luv Kush Tower, Exhibition Road, PATNA, BIHAR. PIN - 800001 or an email can be sent to tm scopat@canarabank.com by the intending bidders as per the schedule.

- 1.2. No queries will be entertained from the bidders after the above date and time.
1.3. 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 Bid Schedule to clarify any point/doubt raised by them in respect of this RFP. 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 written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available to all the bidders. 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 vendors 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 to all the bidders.
- 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 parts:

- 4.1. **Part A- Technical cum Eligibility Proposal:** Indicating the response to the Pre-Qualification Criteria, Scope of Work and other terms & conditions for Selection of Service Provider for Providing Comprehensive AMC Services for IT Hardware Items effective from 01/07/2024 for a period of 3 Years. The format for submission of Technical 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-13. The format for submission of Commercial bid is as per Appendix-B.

5. Preparation of Bids

5.1. Part A - Technical cum Eligibility Proposal

- 5.1.1. Before submitting the bid, the bidders should ensure that they conform to the Pre-Qualification Criteria as stated in Annexure-2 of RFP. Only after satisfying themselves of the Pre-Qualification Criteria, the Offer should be submitted.
- 5.1.2. Technical Proposal should be submitted as per the format in Appendix-A. Relevant technical details and documentation should be provided along with Technical 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 relevant solution information, brand, and solution offered, printed product brochure, technical/functional specification sheets etc. should be submitted along with the Offer. Failure to submit this information along with the offer may result in disqualification.
- 5.1.7. The Technical Proposal should be complete in all respects and contain all information sought for, 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 Proposal without masked Bill of Materials will be liable for rejection.
- 5.1.8. Masked Bill of Material which is not as per the instruction given under Appendix A will make Bid liable for rejection.
- 5.1.9. Should be replica of Bill of Material except that it should not contain any price information (with Prices masked),
- 5.1.10. 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 should be submitted as per instruction in **Appendix-B**.
- 5.2.2. 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-13**. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.
- 5.2.3. The Bill of Material must be attached in Technical Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal and Commercial Bid, except that the Technical Proposal should not contain any price information (with Prices masked). Any change in the Bill of Material format may render the bid liable for rejection.
- 5.2.4. 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.
- 5.2.5. Any change in the Bill of Material format may render the bid liable for rejection. The Commercial Bids that are incomplete or conditional are liable to be rejected.
- 5.2.6. The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank.

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

- 6.1. The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) amount as mentioned in the Bid Schedule by way of Demand Draft drawn on any Scheduled Commercial Bank in India in favor of Canara Bank, payable at Patna.
- 6.2. In case the EMD is submitted in the form of Bank Guarantee the same should be valid for the minimum period of 6 months with additional claim period of 3 months from the last date for submission of offer. Bank at its discretion can demand for extension for the validity of EMD. The format for submission of EMD in the form of Bank Guarantee is as per **Appendix-E**.
- 6.3. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favor of Canara Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). The format for submission of EMD in the form of Bank Guarantee is as per **Appendix-E**. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be rejected summarily.

The bidder has the provision to remit the Earnest Money Deposit through offline mode by submitting DD in favor of **Canara Bank** payable at Patna.

All the bidders should submit original DD to our Office address mentioned at the below along with Technical Bid documents in a separate envelope.

Canara Bank
Technology Management Section,
Circle Office Patna,
3rd Floor, Luv Kush Tower,
Exhibition Road, Patna
Bihar. PIN - 800001





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

- 6.4. Non submission of EMD leads to rejection of Bid.
- 6.5. The EMD of the Bidders not qualified under Part A - Technical cum Eligibility Proposal will be returned within 15 days after opening the Commercial Proposals of the bidders qualified under Part A - Technical cum Eligibility 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 Part A - Technical cum Eligibility Proposal. The EMD of the selected bidder will be returned within 15 days after submission of Performance Security.
- 6.6. The EMD may be forfeited/ Bank Guarantee may be invoked:
 - 6.6.1. If the bidder withdraws or amends the bid during the period of bid validity specified in this document.
 - 6.6.2. 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. Documentation

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

8. Costs & Currency

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

9. 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.

10. 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.

11. Bid Opening

- 11.1. The Part A - Technical cum Eligibility Proposal shall be opened, on the Date & Time and at the Venue specified in the Bid Schedule, in the presence of the Bidder's representative/s who may choose to attend the bid opening.





- 11.2. Bidder's representative may be present in the place and venue well in time along with an authorization letter in hand for each bid opening under this RFP, as per the format (Appendix-D) enclosed.

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

- 11.3. Attendance of all the representatives of the bidders who are present at bid opening will be taken in a register against Name, Name of the Company and with full signature.
- 11.4. The 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.
- 11.5. The following details will be announced at the time of bid opening.
- 11.5.1. Name of the Bidders.
- 11.5.2. Such other details as the Bank at its discretion may consider appropriate.
- 11.6. If any of the bidders or all bidders who submitted the tender are not present during the specified date, time, and venue of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the Part A - Technical cum Eligibility Proposal in their absence.
- 11.7. The Part A - Technical cum Eligibility Proposal submitted by the bidder will be evaluated based on the documents submitted as per Appendix-A. The Part B - Commercial Proposal of only those bidders who qualified in Part A -Technical cum Eligibility Proposal will be opened with due communication by the bank.
- 11.8. The Commercial Bid of only those bidders who are qualified in Part A - Technical cum Eligibility Proposal will be opened for further evaluation.

12. Tender Fee:

12.1. The Tender Fees along with Applicable GST has to be remitted by the Bidders participating in the Tender/RFP by way of DD favoring Canara Bank, Circle Office, Patna payable at Patna.

12.2. Tender Fees is non-refundable for both Qualified and Non-Qualified Bidders.

12.3. The following amount shall be payable towards Application money:

Application fees for RFP Rs.2000/- By way of DD favoring "Canara Bank Circle Office Patna payable at Patna (Non-Refundable).

12.4. Bidders who are Start-ups (registered for relevant items and monetary limit), MSEs are exempted from paying Tender Fees. Such Exempted Bidders has to submit the relevant Proof of their Registration as per Section - H of RFP.

12.5. Failure to produce the documents as necessary proof along with the Application fee while submission of RFP proposal shall render the applicant ineligible for tender.

12.6. In case, tender/RFP is cancelled by the Bank for Bank's internal reasons/Administrative Exigencies, the Tender Fee shall be returned to the Bidders.



**SECTION E - SELECTION OF BIDDER****1. Preliminary Scrutiny**

- 1.1. The Bank will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of RFP, whether the documents have been properly signed, whether items are offered as per RFP requirements and whether technical documentation as required to evaluate the offer has been submitted.
- 1.2. Prior to detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the bidding document. Substantial responsiveness means that the bid conforms to all terms and conditions, scope of work and technical requirements and bidding document is submitted without any deviations.

2. Clarification of Offers

- 2.1. During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The bidder has to respond to the bank and submit the relevant proof /supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Bank.
- 2.2. The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. Bank's decision with regard to 'minor non-conformity' is final and the waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

3. Evaluation of Bids

- 3.1. The Bank will evaluate the bid submitted by the bidders under this RFP. The Bid will be evaluated by a committee of officials of the Bank. If warranted, the Bank may engage the services of external consultants for evaluation of the bid. 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 Proposal submitted by the bidders will be evaluated based on documents submitted against this RFP and Bank will seek clarification, if required.
- 3.2.2. The Part A - Technical cum Eligibility Proposal submitted by the bidder will be evaluated for the documents submitted as per Appendix-A. The Part B - Commercial Proposal of only those bidders who qualified in Part A - Technical cum Eligibility Proposal will be opened with due communication by the Bank.
- 3.2.3. The proof of documents should be submitted as per Appendix-A and it will be evaluated by the Bank and Bank will seek clarification, if required.

3.3. Part B - Commercial Bid:

The Part B - Commercial Proposals of only those bidders who qualified in Part A - Technical cum Eligibility Proposal will be opened with due communication by the Bank. The Part B - Commercial Bid submitted by the bidder will be evaluated based on Bill of material submitted by the Bidder.

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 names of qualified bidders at each stage would be announced on the Notice Board. Commercial Bids of only technical qualified bidders shall be opened. Final list of the bidders will be announced as indicated above. No separate intimation will be sent to successful Bidder.

6. Commercial Evaluation and Selection of Bidder:

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

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

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

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

6.5. The bidder who is L1 will be referred as the selected bidder/ successful bidder.



**SECTION F - OWNERSHIP &AWARDING OF CONTRACT****1. Bid Validity Period**

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

2. Proposal Ownership

The proposal and all supporting documentation submitted by the bidder shall become the property of the Bank. As the Bidder's proposal is central to the evaluation and selection process, it is important that, the bidder carefully prepares the proposal as per the prescribed format only. Under no circumstance, the format can be changed, altered or modified. Bidders must provide categorical and factual replies to specific questions. Bidders may provide additional technical literature relating to their proposal but in a separate Annexure. Correct and current technical details must be completely filled in. The Appendices/Annexures to this RFP shall form integral part of the RFP.

3. Project Ownership

- 3.1. If the bidder is offering solutions/products from other bidders/principals, as required in this RFP, they shall detail the responsibilities of the parties involved and also submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the project. The bidder must specify any and all relationships with third parties in respect of the ownership and also maintenance & support of all hardware and software related to Solution which are relevant to this RFP.
- 3.2. Ownership letter by the bidder to be submitted (Undertaking letter by the bidder taking the ownership of the project execution) in case third party also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership.
- 3.3. The Bidder also has to submit a certificate/Letter from OEM that the proposed services any other related software offered by the bidder to the Bank are correct, viable, technically feasible for implementation and it will work without any hassles.

4. Acceptance of Offer

- 4.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 4.2. The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.
- 4.3. The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender the RFP with or without modifications. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.
- 4.4. The bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

5. Award of Contract

- 5.1. The bidder who is L1 will be referred as the selected bidder and Bank will notify the name of the selected bidder/s by displaying in the Notice Board of the Bank.





- 5.2. The contract shall be awarded and the order shall be placed on selected L1 Bidder. Bank may release the order either in Full or in part or place more than one order towards the contract based on project plan.
- 5.3. The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the bidder.
- 5.4. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.
- 5.5. The selected bidder will be required to provide the service to branches / Offices of the Bank at the rates not higher than the agreed rate finalized under this RFP.

6. Effective Date

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

7. Project Execution

The entire project needs to be completed expeditiously. The Bank and the selected bidder shall nominate a Project Manager each immediately on acceptance of the order, who shall be the single point of contact for the AMC project at Patna. 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. The price should be exclusive of all taxes and levies which will be paid by the Bank at actual.

9. Security Deposit / Performance Bank Guarantee

- 9.1. The successful bidder should submit a Security Deposit / Performance Guarantee as specified in Bid Schedule within 15 days from the date of acceptance of the Purchase Order.
- 9.2. Security Deposit should be submitted by way of DD drawn on Canara Bank payable at Patna / Bank Guarantee may be obtained from any of the Scheduled Banks (other than Canara Bank).
- 9.3. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favor 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-F. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be summarily rejected.
- 9.4. Security Deposit/Performance Bank Guarantee should be valid for Total Contract Period from the date of acceptance of order and shall be retained till the completion of Contract period. The guarantee should also contain a claim period of Three months from the last date of validity.





- 9.5. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and contract period.
- 9.6. The security deposit / bank guarantee will be returned to the bidder on completion of Contract Period.
- 9.7. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.

10. Execution of Agreement

- 10.1. Within 21 days from the date of acceptance of the Purchase Order/LOI, the selected bidder shall sign a stamped "Agreement" with the Bank at Patna as per the format provided by the Bank. Failure to execute the Agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected Bidder.
- 10.2. The Agreement shall include all terms, conditions and specifications of RFP and also the Bill of Material and Price, as agreed finally after Bid evaluation. The Agreement shall be executed in English language in one original, the Bank receiving the duly signed original and the selected Bidder receiving the photocopy. The Agreement shall be valid till all contractual obligations are fulfilled.
- 10.3. The Pre Contract Integrity-Pact Agreement submitted by the bidder during the Bid submission will automatically form a part of the Contract Agreement till the conclusion of the contract.

11. Order Cancellation/Termination of Contract

- 11.1. The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:
 - 11.1.1. Delay in delivery of services in the specified period.
 - 11.1.2. Serious discrepancies noted in the inspection.
 - 11.1.3. Breaches in the terms and conditions of the Order.
- 11.2. The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances:
 - 11.2.1. Non submission of acceptance of order within 7 days of order.
 - 11.2.2. Excessive delay in execution of order placed by the Bank.
 - 11.2.3. The selected bidder commits a breach of any of the terms and conditions of the bid.
 - 11.2.4. The bidder goes in to liquidation voluntarily or otherwise.
 - 11.2.5. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
 - 11.2.6. The progress made by the selected bidder is found to be unsatisfactory.
 - 11.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
 - 11.2.8. If found blacklisted by any Govt. Department / PSU / other Banks / CERT-In, during the course of contracted period.





- 11.2.9. Non satisfactory performance of the Project in terms of affecting the Core Systems of the Bank or the Core Business of the Bank and the functioning of the Branches/Offices of the Bank.
- 11.3. Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services without assigning any reasons.
- 11.4. In case the selected bidder fails to conduct an event as per stipulated schedule, the Bank reserves the right to get it conducted by alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days' prior notice to the bidder.
- 11.5. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one-month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- 11.6. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract.
- 11.7. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.



**SECTION G - GENERAL CONDITIONS****1. General Terms**

Normally, the Order will be placed on the selected bidder as per the details given in the bid document. But, if there is any change in name/address/constitution of the bidding Firm/Company at any time from the date of bid document, the same shall be informed by the bidders to the Bank immediately. This shall be supported with necessary documentary proof or Court orders, if any. Further, if the bidding Firm/Company is undergoing any re-organization/ restructuring/ merger/ demerger and on account such a change the Firm/Company is no longer performing the original line of business, the same shall be informed to the Bank. There shall not be any delay in this regard. The decision to place orders or otherwise under such situation shall rest with the Bank and the decision of the Bank shall be final.

2. Roles & Responsibility during Project Implementation

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

2.2. In case of any damage of Bank's property during execution of the work is attributable to the bidder, bidder has to replace the damaged property at his own cost.

3. Responsibilities of the Selected Bidder

3.1. The Selected bidder has to inform change in the management of the company, if any, to the Bank within 30 days from the date of such change during the contract period.

3.2. The Bank will call for Audited Balance Sheet of the selected Bidder at any point of time during contract period and the selected Bidder shall provide the same.

3.3. The selected bidder shall submit updated Escalation Matrix for the product/services on a Half-Yearly basis as at the end of 31st March and 30th September during contract period.

4. Human Resource Requirement

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

4.1. The selected bidder shall deploy well trained engineer at each Regional Office location viz. Patna, Muzaffarpur, Saran, Gaya, Purnea & Bhagalpur and one at Circle Office.

4.2. The selected bidder shall provide a contingent of well trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc. as part of the solution/service.

4.3. The selected bidder shall confirm that every person deployed by them on the project has been vetted through a third-party background check prior to their engagement. The selected bidder shall manage the activities of its personnel or others engaged in the project, etc., and shall be accountable for all the personnel deployed/engaged in the project.

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





- 4.5. No right to employment in the Bank shall accrue or arise to the employees or agents of the selected bidder, by virtue of Engagement of employees, agents, etc. of the selected bidder for any assignment under this project. It is further clarified that the arrangement herein with the selected bidder is a contract for service.
- 4.6. The selected bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for all critical activities.
- 4.7. The selected bidder shall extend all of the outsourced banking and financial services by deploying such personal that have high integrity and meet the qualifications and other criteria stipulated by the Reserve Bank of India, Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum Wages fixed by Central Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948.

5. Responsibility for Completeness

- 5.1. The selected bidder shall ensure that the services provided meets all the technical and functional requirements as envisaged in the scope of the RFP.
- 5.2. The selected bidder shall deliver the services as per technical specification and Scope of Work described elsewhere in the RFP and arrange for user level demo at selected bidder's cost as per accepted time schedules. The selected bidder is liable for penalties levied by Bank for any deviation in this regard. The selected bidder shall provide for all drivers/software required to install, customize and test the system without any further charge, expense and cost to Bank.
- 5.3. The selected bidder shall be responsible for any discrepancies, errors and omissions or other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the bank or not. The selected bidder shall take all corrective measures arising out of discrepancies, error and omission other information as mentioned above within the time schedule and without extra cost to the bank.

6. Inspection of Records

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

7. Negligence

In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder.

8. Assignment

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





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

9. Publicity

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

10. Intellectual Property Rights

- 10.1. Bidder warrants that the inputs provided shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. The bidder should ensure that the Hardware and Software supplied to the Bank shall not infringe the third-party intellectual property rights, if any. The bidder has to ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as bidder.
- 10.2. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense:
- [a] procure for Bank the right to continue to use such deliverables;
 - [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or
 - [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution.
- 10.3. The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.
- 10.4. The bidder acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Hardware/Software.

11. Confidentiality and Non-Disclosure

- 11.1. The selected bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the





purpose of project execution. The selected bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The selected bidder shall furnish an undertaking as given in Annexure-11.

- 11.2. No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.

12. Indemnity

- 12.1. The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:
- 12.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;
- 12.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;
- 12.2. The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of service provided by them.
- 12.2.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
- 12.2.2. The limits specified in above clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.
- 12.2.3. All Employees engaged by the Bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.

13. Force Majeure

- 13.1. The selected bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.
- 13.2. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the selected bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the selected bidder, resulting in such a situation.
- 13.3. In the event of any such intervening Force Majeure, the selected bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the selected bidder shall continue to perform / render / discharge other obligations as far as they can





reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

- 13.4. In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the selected bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the selected bidder.

14. Responsibilities of the Bidder

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

- 14.1. The Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition.
- 14.2. The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
- 14.3. No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- 14.4. Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with CANARA BANK. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.
- 14.5. The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all software and hardware to be supplied in response to this RFP shall meet the requirement of the solution proposed by the Bidder. The Bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfill all the terms and conditions of this RFP.
- 14.6. The selected bidder should abide by guidelines issued by RBI Master Direction on outsourcing of IT services.

15. Corrupt and Fraudulent Practices

- 15.1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders /Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- 15.2. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- 15.3. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed





to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

- 15.4. The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 15.5. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 15.6. The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.
- 15.7. Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case-to-case basis.
- 15.8. The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for Supply, Implementation, Migration and Support of the Solution by the Bank.

16. Amendments to the Purchase Order

Once purchase order is accepted by the selected bidder, no amendments or modifications of order and no waiver of any of the terms or conditions thereof shall be valid or binding unless made in writing and mutually agreed by the parties.

17. Amendments to the Agreement

Once agreement is executed with the selected bidder, no amendments or modifications of Agreement and no waiver of any of the terms or conditions thereof shall be valid or binding unless made in writing and mutually agreed by the parties.

18. Modification/Cancellation of RFP

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

19. Social Media Policy

- 19.1. No person of the bank or the contractors and third parties shall violate the social media policy of the bank.
- 19.2. The following acts on the part of personnel of the bank or the contractors and third parties shall be construed as violation of social media policy:
 - 19.2.1. Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.
 - 19.2.2. 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.





- 19.2.3. Any unauthorized use or disclosure of Bank's confidential information or data.
- 19.2.4. 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.

20. Resolution of Disputes

All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract or in the discharge of any obligation arising under this Contract (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there-in the specific disputes. In the event of parties failing to consent upon a single arbitrator than BOTH PARTIES shall approach Court of Law for the appointment of sole arbitrator as provided under the Arbitration and Conciliation Act 1996. Place of Arbitration shall be Patna, INDIA which will be governed by Indian Arbitration and Conciliation Act 1996. Proceedings of Arbitration shall be conducted in English language only.

21. Legal Disputes and Jurisdiction of the court

- 21.1. The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.
- 21.2. All disputes and controversies between Bank and selected bidder shall be subject to the exclusive jurisdiction of the courts in Patna and the parties agree to submit themselves to the jurisdiction of such court as this RFP/Contract agreement shall be governed by the laws of India.



**SECTION H- PURCHASE PREFERENCE**

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

1. Micro & Small Enterprises [MSEs]:

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

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

2. Startup:

- 2.1. Applicable for Indian Bidders only as defined in gazette notification no. D.L-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.
- 2.2. As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in RFP document.
- 2.3. Further, the Startups are also exempted from submission of EMDs.
- 2.4. For availing the relaxations, bidder is required to submit requisite certificate towards Start-up enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.





2.5. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of two years from being eligible to submit Bids for contracts with Canara Bank as per Annexure-4.

General Manager



Annexure-1
Bid Covering Letter

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

General Manager,
Canara Bank, TM Section,
3rd Floor, Luv Kush Tower,
Exhibition Road, Patna-800001

Dear Sir,

SUB: Providing Comprehensive AMC of hardware items effective from 01/07/2024 for a period of 3 Years.

Ref: RFP-14 CO PATNA/TM/2024-25 dated 15/04/2024.

Having examined the tender document including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer for subject items are in conformity with the said tender in accordance with the schedule of prices indicated in the commercial offer and made part of this offer. I am authorized to sign the documents in this regard and the copy of authorization letter/ POA / Board resolution is attached herewith.

If our offer is accepted, we undertake to provide /supply- Comprehensive AMC of hardware items effective from 01/07/2024 for a period of 3Years.

We agree to abide by this offer till expiry of the contract period from the date of opening of Commercial Bid and for such further period as mutually agreed between the bank and successful bidder, and agreed to in writing by the bidder. We agree to abide by and fulfil all the terms and conditions of the tender and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in tender together with the return acceptance of the contract.

We accept all the Instructions Terms and Conditions and Scope of Work of the subject Open Tender bid/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 Open Tender bid/RFP, in shortlisting of bidders.

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 Open Tender bid/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.

We hereby undertake that we have not been blacklisted/debarred by any Scheduled Commercial Banks/Public Sector Undertakings/Government Entities in India as on date.

Date

Signature with seal

Name:

Designation:



Annexure-2

Pre-Qualification Criteria

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

SUB: Providing Comprehensive AMC of IT hardware items effective from 01/07/2024 for a period of 3 Years.

Ref: RFP-14 CO PATNA/TM/2024-25 dated 15/04/2024.

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

Sl. No.	Pre-Qualification Criteria	Documents to be submitted In compliance with Pre-Qualification Criteria	Bidders Response
1.	The Bidder should be a partnership firm registered under LLP Act, 2008/Indian Partnership Act, 1932 or Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013	Copy of Certificate of LLP registration. (OR) Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company (OR) Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies.	
2.	The bidder should have minimum turnover of Rs.5Crores in AMC Services of Computer Hardware and Peripherals for each year during the last three financial years (i.e., 2020-21, 2021-22 and 2022-23). This must be the individual company turnover and not of any group of companies.	Bidder has to submit audited Balance Sheet copies for last 3 Years i.e., 2020-21, 2021-22 and 2022-23 along with certificate from the Company's Chartered Accountant to this effect with Unique Document Identification Number.	
3.	The bidder should have positive Net Worth as on 31/03/2023 and also should have not eroded by more than 30% in the last three financial years (i.e., 2020-21, 2021-22 and 2022-23).	The bidder must produce a certificate from the Company's Chartered Accountant with UDIN to this effect.	
4.	The Bidder should have minimum experience of Seven (7) years in providing Hardware/ Software Maintenance Services to any of the Public Sector Banks, having expertise in maintenance of minimum of 500 Desktops/ All in One PCs, 100 Printers and 100 scanners in last 5 financial year.	Bidder has to submit purchase order copies/reference letter/ documentary proof duly mentioning the number of minimum of 500 Desktops/ All in One PCs, 100 Printers and 100 scanners in last 5 financial year.	
5.	The Bidder shall have Service Centre in locations as per Annexure-9 with	Details of the Service Centre in support locations with	





	minimum of 25 engineers having experience in maintenance of Hardware/ Software items. Firm must submit ESIC and EPFO details of these engineers.	documentary proof should be provided as per Annexure-9. Details of the minimum 25 Qualified Service Engineers having experience in maintenance of Hardware/ Software Items present in locations as per Annexure-9 should also be provided. Firm must submit ESIC and EPFO details of these Engineers.	
6.	Bidder should have valid ISO 9001:2015, ISO/IEC 20000-1:2018, ISO/IEC 27001:2013.	Copy of the certificate to be submitted.	
7.	The Selected Bidder providing AMC Services to Bank shall conduct background verification check for the Service Engineers deployed to Bank and to provide the certificate in this regard.	A self-declaration in bidder's letter head to comply with the condition must be furnished. The Selected bidder should also submit the background certification report of their service engineers.	
8.	Satisfactory Past Experience	The Bidder has to submit the Satisfactory/completion certificate of AMC Services of Computer Hardware from the any Bank during last 5 year. The bidder should have the experience to serve the AMC Service of Computer hardware with any Public Sector Bank or Schedule commercial bank for last 5 years. (Copy PO and completion certificate/ Satisfactory Certificate shall be attached with the technical Bid)	
9.	Minimum wages Compliance.	The Bidder has to comply with the minimum wages act of Central Govt. EPF and ESIC challan of deputed staff shall be submitted to the Bank every quarter with the invoice of AMC. The bidder should have a minimum of 25 staff in EPF & ESIC at present.	
10.	The bidder should not have been currently blacklisted/ barred /	A self-declaration in bidder's letter head to this effect must be	





	disqualified by any Public Sector Bank/PSU or Govt Departments in the Past for their AMC Services.	furnished.	
11.	The bidder/OEM should not be from a country which shares a land border with India unless the bidder/OEM is registered with the Competent Authority (as detailed in Office Memorandum-F.No.6/18/2019-PPD of Dept. of Expenditure, Ministry of Finance). bidder/OEM from a country which shares a land border with India means: a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. a natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.	A declaration stating "We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our CSP fulfil all the requirements in this regard and are eligible to participate in this RFP" to be submitted in Company's letter head.	
12.	The firm/company should have its registered office in Patna for last 3 years.	Bidder to upload supporting documents of office address with the bid documents.	

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

Date:

Signature with seal

Place:

Name:

Designation:





Annexure-3

Bidder's Profile

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

SUB: Providing Comprehensive AMC of hardware items effective from 01/07/2024 for a period of 3 Years.

Ref: RFP-14 CO PATNA/TM/2024-25 dated 15/04/2024.

Sl. No.	Particulars	Details
1)	Name of the Bidder	
2)	Constitution	
3)	Date of Establishment/ Incorporation	
4)	Whether in technical collaboration with Foreign Company? If so give details	
5)	Number of Years in the Business	
6)	Number of years of experience in AMC/ATS Services	
7)	Address for Correspondence: Registered Office: Corporate Office:	
8)	Single Point of contact for this RFP and upcoming RFP Name: Designation: Mobile No.: Landline No.: Fax: Email-ID (any changes in the above should be informed in advance to Bank)	
9)	Domestic Customer Base (Number of Clients for Where Consultancy Service have been provided in India)	
10)	<u>Details of Service Net Work</u> Patna:	
11)	PAN number GSTIN <u>Beneficiary Bank Details</u> Beneficiary Name	





Beneficiary Account Number Type of Account (OD/OCC etc.) IFSC Name of the Bank and Branch address	
--	--

Wherever applicable submit documentary evidence to facilitate verification.

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

Date :
Place :

Signature with seal:
Name :
Designation :



**Annexure-4****Bid Security Declaration**

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

To,

General Manager,
Canara Bank, TM Section,
3rd Floor, Luv Kush Tower,
Exhibition Road, Patna-800001

SUB: Providing Comprehensive AMC of hardware items effective from 01/07/2024 for a period of 3 Years.

Ref: RFP-14 CO PATNA/TM/2024-25 dated 15/04/2024.

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:

[Signature of Authorised Signatory]

Date:

Name:

Designation:

Seal:



Annexure-6

Technical Specification of IT Hardware in Canara Bank to be covered under AMC.

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

SUB: Providing Comprehensive AMC of IT hardware items effective from 01/07/2024 for a period of 3 Years.

Ref: RFP-14 CO PATNA/TM/2024-25 dated 15/04/2024.

Note:

1. The Bidder shall provide all other required equipment and services, whether or not explicitly mentioned in this RFP, to ensure the uptime of the items under AMC.
2. The selected bidder shall own the responsibility to demonstrate that the Services offered are as per the specification/performance stipulated in this RFP and as committed by the bidder either at site or in bidder's work site without any extra cost to the Bank.

A) Technical Specifications of IT Hardware:

S.No.	CO	Total AIO (all make)	Laser Printers (all make)	Passbook printer (all make)	Flat-bed Scanner (all make)	Fast scanner (all make)
1	Patna(Including all ROs & branches under CO Patna)	1100	300	100	300	50

B) Coverage of AMC

1. All parts (except consumables as per point no 6. Of Annexure 7) of the IT Hardware should be covered under Comprehensive AMC. If any part needs to be replaced to resolve complaints, the same should be replaced with equivalent or superior part which is compatible, Replacement should be done at no cost to the bank.
2. Cost of all spares and labor charges should be borne by the vendor under AMC.
3. List of IT Hardware to be covered under comprehensive AMC is as above. The Vendor should go through the entire list and its configuration before quoting the bid price. The Vendor should make available the spare parts of the same OEM or equivalent.
4. The list of IT hardware items are not exhaustive, additions or omissions to be made will be informed to you from time to time and the same should be incorporated in the AMC on quarterly basis. The Vendor is required to maintain proper inventory of all IT hardware.
5. If required, the vendor shall visit all our locations and verify the IT Hardware Item details before commencing the AMC contract. This will be termed "Preliminary Visit". It shall be done at no expense to the bank. All items will be treated as perfectly working at the time of starting the contract.





6. Vendor should ensure to apply latest bug fixes/patches or other OS level changes requested by the Bank on the list of inventories covered under AMC.

7. The selected bidder shall guarantee availability of the 7 Service Engineers during Working Hours of the Bank on all Working Days (excluding Bank's Holidays) during the entire AMC period for given location:

Sl.no	Circle/RO Name	Location	No. of Service Engineer Required
1.	CO PATNA	Luv-Kush Tower, III Floor, Exhibition Road, Patna	1
2.	RO PATNA	Luv-Kush Tower, IV Floor, Exhibition Road, Patna	1
3.	RO SARAN	Maurya Tower, 2 nd Floor, Mauryalok Complex, Patna	1
4.	RO MUZAFFARPUR	Dumri Road, Gobarsahi Chowk, Muzaffarpur	1
5.	RO GAYA	Asha Sinha House, A P Colony, Gaya	1
6.	RO PURNEA	Kaptanpara PVT, Block No.71, Ward No.25, 28, NH-31, Khuski Bagh, Purnea	1
7.	RO BHAGALPUR		1

Date:

Signature with seal

Name:

Designation:



Annexure-7

Scope of Work

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

SUB: Providing Comprehensive AMC of IT hardware items effective from 01/07/2024 for a period of 3 Years.

Ref:RFP-14 CO PATNA/TM/2024-25 dated 15/04/2024.

Sl. No.	Scope Of Work	Bidder's Compliance (Yes/No)
A.	<u>Call Coordinator</u>	
1.	There should be single person of contact for our offices to inform down calls and lodge complaints. This person may or may not be exclusively provided for our bank, but should be a permanent staff of the company and should be reachable over phone and email provided by the company. This person will be known as "Call Coordinator" throughout this document.	
2.	Call Coordinator should have at least two years' knowledge in Hardware and Operating Systems troubleshooting field and capable of communicating with the branch staffs in fluent English & Hindi.	
3.	Call Coordinator shall lodge down-calls as informed by bank and provide a unique docket number for each case. They need to coordinate with their field team to rectify the complaints as per TAT prescribed by the bank, failure of which will attract penalties as mentioned in this RFP.	
4.	Call Coordinator shall maintain details of all open/closed cases and produce the status as and when required by bank. They should make sure that any pending down calls are closed only after the required maintenance activities are fully completed.	
5.	Any service/travel related expenses incurred by the field engineers visiting to the branch offices for resolving complaints will be borne by the Vendor and Bank shall not be liable to pay any additional costing.	
B.	<u>Lodging Complaints</u>	
1.	The bank official who is informing the company about the complaint shall be termed "bank contact person". Bank contact person will inform the complaint details to the call coordinator through email or telephone. The case should be acknowledged and unique docket number to be provided to the concerned immediately.	
2.	No amount of remote diagnosis or telephonic support shall be used in response to our complaints. Field team should be promptly assigned to visit the location and rectify the complaint.	
3.	It should be ensured by the vendor that no call is getting closed without email confirmation from 'bank contact person' as to their satisfaction in the resolution offered. Call Coordinator should keep these email records for future reference.	
4.	Any complaints which found to be closed without bank's confirmation will be treated as pending since the original date of lodging the complaint and penalty will be imposed.	
C.	<u>Maintenance Standard</u>	





1.	All field team visiting our offices should be employee of the company.	
2.	All repair and maintenance services described herein shall be performed by qualified maintenance engineers who are completely familiar with the equipment which they are dealing with. They shall be competent enough to install or rectify all the IT Hardware items under their AMC service to the satisfaction of the bank.	
3.	For OS related issues in which formatting of hard disk is necessary, data backup should be done in advance and need to be restored as per satisfaction of the User after formatting.	
4.	Field team or any service team shall not unnecessarily contact our office to raise queries on service matters. Maximum concerns should be dealt by the call coordinator or competent alternative in the vendor company. However, the call coordinator may contact us for guidance on any matter which is not yet clarified.	
5.	Vendor should ensure that disks/pen drives used by their engineers during repair/maintenance should be free from any computer virus or malware. In case it is conclusively proved that the hardware item has been infected through the said means, the expenses incurred by the bank for restoring the system and data will be recovered from the vendor by any suitable means.	
6.	<p>Repair work for any faulty IT Hardware items shall be carried out at onsite basis. If such repair is unsuccessful, vendor may take the faulty computer hardware item to their nearest service Centre to perform the repairs.</p> <p>The vendor shall rectify any defects, faults and failures in the Equipment and shall repair and replace worn out of defective parts of the Equipment during the Branch's Working hours on Working days of the Bank (Other than bank holidays). However, in no circumstances making operation of the computer peripherals go beyond 2 Working days after reporting by the Branch / office. In cases where unserviceable parts of the Equipment need replacement, the vendor shall replace such parts, at no additional cost to the Bank, with brand new parts or those equivalent to new parts in performance provided that if the vendor is required to replace consumables, being printer ribbons, magnetic tape reels, cartridges, cassettes, exchangeable disc packs, Fuser assembly, Scanning Unit, and print heads the same will incur an additional charge which shall be reimbursed on actuals upon submission of GST Compliant Invoice to the respective Branch/Office.</p> <p>In case of exigencies/urgent requirement (including Bank Holidays), Bidder has to provide such maintenance services outside the Working hours at no additional cost to the Bank.</p> <p>In respect Of Items under Warranty with Bank, the AMC vendor has to lodge Complaint with the respective Hardware Vendors/ OEM and follow up for resolution of the Calls.</p>	
	<p>In addition to the Repair & Maintenance of Hardware, Installation and Updation of Software & Applications include but not limited to the following:</p> <ul style="list-style-type: none"> • Installation and Configuration of Software required for the Bank. • Customize Settings of Computer, Scanner, Printers (Passbook, Laser, Etc.) • Installation, Reinstallation of Operating System, Application Software, System Software, Drivers, etc. • Installation and configuration Of Software & Operating System Updates. • Rectification Of any corruption in the Software or media. • Configuration and maintenance of Custom Browser Settings for Web Applications used by Bank. • Custom Java, Network Configuration Settings in Computers peripherals. 	





	<ul style="list-style-type: none"> • Installation, Re-installation a Support Associated Applications like Oracle, Open Office, MS Office, Adobe Reader, etc., • Monitoring of up-to-date Updation of Antivirus Definitions. • Attending Issues Of Operating System, Application Software, System Software, Drivers, all software of the Bank, etc. of Computers and Peripherals on case-to-case basis, notwithstanding the fact that they are under warranty. • Necessary Installation, Re- Installation, Configuration of Software, Network in Computers and Peripherals to enable smooth functioning of Applications extended to Canara Bank and E-Syndicate Bank Branches/ Offices. • Providing Support to Conduct Video Conferencing as per the requirement of the Bank. 	
D.	Scope under AMC also includes the following:	
1.	Rectification of Bugs/defects if any.	
2.	Ensuring uptime of 95%.	
3.	Preventive Maintenance Quarterly.	
4.	Maintenance of Hardware Items and other items including Software (Operating System, Operating System Clusters etc.).	
5.	If any Software and Hardware updates provided by the OEM as free of cost, it should be provided and installed & configured by the AMC vendor during the Contract period.	
6.	Any corruption in the Software or Media shall be rectified during the full period of the contract of AMC, at no extra cost to Bank.	
7.	The system spare parts/services, as and when required, and complete maintenance of the hardware items during AMC, shall be supported for a period as specified in the RFP by the Bank.	
8.	Only licensed copies of the software shall be ported in the hardware items under AMC.	
9.	The onsite resources in co-ordination with offsite team should ensure the uptime commitments.	
10.	Effective date for assets under AMC will be as per the list provided in Annexure-6	
E.	Future additions of Hardware / Software:	
	Bank would have the right to: -	
1.	<ul style="list-style-type: none"> i) Shift the supplied system to an alternate site of its choice ii) Disconnect/connect/substitute peripherals such as printer, etc. or devices or any equipment/software acquired from another vendor. iii) Expand the capacity/enhance the features/upgrade the hardware/software supplied either from the vendor, or another vendor, or developed in-house. iv) Annual Maintenance Contract in respect of hardware under warranty period will take effect immediately after the expiry of the warranty period. 	
2.	The warranty terms would not be considered as violated if any of the (i), (ii) or (iii) above takes place. Should there be a fault in the operations of the system, the vendor, would not unreasonably assume that the causes lie with that components / software not acquired from them.	
F.	Escalation details and changes.	
1.	Escalation matrix of company should be shared to the bank for escalating service-related concerns.	
2.	The Vendor shall promptly inform any changes in key persons of escalation, contact details or any other changes related to the company to the bank.	





3.	It will be sole responsibility of the company to ensure that no activity pertaining to service support is hindered by the absence of any official. Company may ensure this by appointing sufficient alternate personnel at each level of escalation and informing us.	
G.	Other Compliances	
1.	<p>All AMC vendors servicing the Bank should comply with the Bank's IS Security policies in key concern areas relevant to the activity. The broad areas are:</p> <ul style="list-style-type: none"> i) Responsibilities for data and application privacy and confidentiality. ii) Responsibilities on system and software access controls and administration. iv) Physical security of the facilities. v) Physical & logical separation from other customers of the vendor. vi) Incident response and reporting procedures. 	
H.	Other AMC Services	
	<ol style="list-style-type: none"> 1. Vendor shall provide Hardware maintenance services including corrective maintenance to remediate a problem, and scheduled maintenance required to maintain the Hardware in accordance with manufacturers' specifications and warranties. 2. Co-ordinate warranty repair or replacement service for the Hardware and process warranty claims, as applicable. 3. Co-ordinate and schedule maintenance activities with the End User and appropriate support functions of the Bank (e.g., network support, facilities support, etc.). 4. Maintain accurate documentation on the current location and status of Hardware in the process of being repaired. 5. Maintain data, as reasonably requested by the Bank, to support replacement / refresh scheduling. 6. Storage configuration, troubleshooting etc. 7. The vendor will fix the bugs and carry out the necessary rectifications wherever necessary and deliver patches/ version changes effected. Provision should be available for version control and restoring the old versions in case of need by the Bank. 8. Bug fixing, patches, upgrades due to statutory, regulatory, audit related activities like VAPT etc., industry, Bank specific changes. 9. Providing tools for creating knowledge repository for the bugs identified, resolution mechanism, version upgrade, future upgrade etc. of Application software, OS, RDMS etc. 	

Date

Signature with seal

Name :

Designation :



Annexure-8

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

SUB: Providing Comprehensive AMC of IT hardware items effective from 01/07/2024 for a period of 3 Years.

Ref: RFP-14 CO PATNA/TM/2024-25 dated 15/04/2024.

Sl. No.	Name and complete Postal Address of the Customer	Name, Designation, Telephone, Fax, Telex Nos., e-mail address of the contact person (customer)	Nature and Description of the business during last 5 years/orders Order No. & date value etc.	Documentary Proof like Satisfactory Letter from customer to be Enclosed or Purchase Order copies to be enclosed
1	2	3	4	6

(Enclose necessary documentary proof)

Date :
Place :

Signature with seal:
Name :
Designation :



ANNEXURE-9Service Support Details

SUB: Providing Comprehensive AMC of IT hardware items effective from 01/07/2024 for a period of 3 Years.

Ref: RFP-14 CO PATNA/TM/2024-25 dated 15/04/2024.

Sl. No.	Location	Postal Address	Contact Details (including Name of In charge and his contact no. email etc.)	Service Facilities Available (Describe)	No. of Engineers	Jurisdiction
1	Bidders Head Office Details					
2	Patna Office Details					

Date

Signature with seal

Name :

Designation :



ANNEXURE-10

Support Location Details

SUB: Providing Comprehensive AMC of IT hardware Items effective from 01/07/2024 for a period of 3 Years.

Ref: RFP-14 CO PATNA/TM/2024-25 dated 15/04/2024.

Sl.no	Circle/RO Name	Engineer Location	Location /Branches to cover
1.	CO PATNA	Luv-Kush Tower, III Floor, Exhibition Road, Patna	CO Patna & all direct branches under CO Patna viz. LCB, MCB, RSTC, CPH, ARM..
2.	RO PATNA	Luv-Kush Tower, IV Floor, Exhibition Road, Patna	All branches/admin units under RO Patna
3.	RO SARAN	Maurya Tower, 2 nd Floor, Mauryalok Complex, Patna (temporary location, will be shifted to Saran once location is finalized)	All branches/admin units under RO Saran
4.	RO MUZAFFARPUR	Dumri Road, Gobarsahi Chowk, Muzaffarpur	All branches/admin units under RO Muzaffarpur
5.	RO GAYA	Asha Sinha House, A P Colony, Gaya	All branches/admin units under RO Gaya
6.	RO PURNEA	Kaptanpara PVT, Block No.71, Ward No.25, 28, NH-31, Khuski Bagh, Purnea	All branches/admin units under RO Purnea
7.	RO BHAGALPUR	To be intimated once location is finalised	All branches/admin units under RO Bhagalpur

[Faint signature]





Annexure-11

Non-Disclosure Agreement

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

SUB: Providing Comprehensive AMC of IT hardware items effective from 01/07/2024 for a period of 3 Years.

Ref: RFP-14 CO PATNA/TM/2024-25 dated 15/04/2024.

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 Circle Office at 3rd Floor, Luv Kush Tower, Exhibition Road, PATNA - 800001 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-12

Escalation Matrix

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

SUB: Providing Comprehensive AMC of IT hardware items effective from 01/07/2024 for a period of 3 Years.

Ref: RFP-14 CO PATNA/TM/2024-25 dated 15/04/2024.

Name of the Company/Firm:

Service Related Issues

Sl. No.	Name	Designation	Full Office Address	Phone No.	Mobile No.	Email address
a.		First Level Contact				
b.		Second level contact (If response not received in 4 Hours)				
c.		Regional/Zonal Head (If response not recd in 24 Hours)				
d.		Country Head (If response not recd in 48 Hours)				

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

Date :

Signature with seal

Name :

Designation :



Annexure-13

Bill of Material

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

SUB: Providing Comprehensive AMC of IT hardware items effective from 01/07/2024 for a period of 3 Years.

Ref: RFP-14 CO PATNA/TM/2024-25 dated 15/04/2024.

Notes	
1.	These details should be on the letter head of Bidder and each & every page should be signed by an Authorized Signatory with Name and Seal of the Company.
2.	Please be guided by RFP terms, subsequent amendments and replies to pre-bid queries (if any) while quoting.
3.	Do not change the structure of the format nor add any extra items.
4.	No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.

Table -A

AMC & ATS Charges for 3 years contract period

[Amount in Rs.]

Sl. No.	Hardware/ Software Item (AI O/Desktop/Printer/Scanner/Color Printer)	AMC & ATS				Qty.	Total cost of AMC & ATS charges for 3 years (Excl. of Taxes)	Tax for Column D		Total AMC & ATS charges (Incl. of tax)
		1 st year AMC charges per unit (Excl. of Tax)	2 nd year AMC charges per unit (Excl. of Tax)	3 rd year AMC charges per unit (Excl. of Tax)	Total AMC charges per unit (Excl. of Tax)			% Of tax	Tax Amount	
		A	B	C	D=(A+B+C)			E	F=(E*D)	



Table -B

Service Engineer Charges for 3-year Contract Period

[Amount in Rs.]

Sl. No.	No. of Service Engineer Required	Engineer Details	AMC & ATS				Qty.	Total cost of Engineer charges for 3 years (Excl. of Taxes)	Tax for Column D		Total Engineer charges (Incl. of tax)
			1 st year engineer charges (Excl. of Tax)	2 nd year engineer charges per unit (Excl. of Tax)	3 rd year engineer charges per unit (Excl. of Tax)	Total Engineer charges (Excl. of Tax)			% Of tax	Tax Amount	
			A	B	C	D=(A+B+C)			E	F=(E*D)	
4											

Note:

- i. The above charges are including the Resource Cost for maintenance under AMC, replacement of Spare parts and to provide AMC Services as per the terms and conditions of the RFP. No additional charges will be paid over and above the quoted prices.
- ii. Qualified and experienced Engineer should be available for the support whenever call is lodged by the Canara Bank. Engineer has to visit the site immediately for support:
- iii. Since new purchase of hardware inventories (Computers, printers and other IT Hardware items) and scrapping of old items are cyclic in nature. Bank reserves the right to increase or decrease the IT Hardware under AMC to the quantity specified in this tender as part of annexure-6 with 15% margin at the same rate arrived at on the Terms and Conditions of this Tender.
- iv. The selected bidder shall guarantee availability of the 7 Service Engineers during Working Hours of the Bank on all Working Days (excluding Bank's Holidays) during the entire AMC period.



**Undertaking**

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

Date

Signature with seal

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) Application Fees through DD.
- 3) 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.
- 4) Bid Covering letter as per Annexure-1.
- 5) Compliance to Pre-Qualification Criteria declaration as per Annexure-2 with documentary proof in support of the Pre-Qualification Criteria.
- 6) Bidder's Profile as per Annexure-3.
- 7) Bid Security Declaration as per Annexure-4 (if eligible).
- 8) Technical Specification of IT Hardware in Canara Bank to be covered under AMC as per Annexure-6.
- 9) Scope of Work as per Annexure-7.
- 10) List of Major Customers of the Bidder in Last 5 Years and References as per Annexure-8.
- 11) Service Support Details as per Annexure-9.
- 12) Support Location Details as per Annexure-10.
- 13) Non-Disclosure Agreement as per Annexure-11.
- 14) Escalation Matrix as per Annexure-12.
- 15) Masked bill of Material as per Annexure-13.



Appendix-BInstructions to be noted while preparing/submitting Part B - Commercial Proposal

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

1. Bill of Material as per Annexure-13.



Appendix-C

Format for sending Prebid Queries

(Bidders should submit the queries in excel format only)

SUB: Providing Comprehensive AMC of IT hardware items effective from 01/07/2024 for a period of 3 Years.

Ref: RFP-14 CO PATNA/TM/2024-25 dated 15/04/2024.

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



Appendix-DAuthorization 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:

General Manager,
Canara Bank, TM Section,
3rd Floor, Luv Kush Tower,
Exhibition Road, Patna- 800001

Dear Sir,

SUB: Providing Comprehensive AMC of IT hardware items effective from 01/07/2024 for a period of 3 Years.

Ref: RFP-14 CO PATNA/TM/2024-25 dated 15/04/2024.

This has reference to your above RFP.

Mr./Miss/Mrs. _____ is hereby authorized to attend the bid opening of the above RFP on _____ on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name & Designation of Authorizing Authority

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



Appendix-E

Bank Guarantee Format for Earnest Money Deposit

To:

General Manager,
Canara Bank, TM Section,
3rd Floor, Luv Kush Tower,
Exhibition Road, Patna- 800001

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 _____ XXXX(year).

(SIGNATURE & SEAL OF THE BANK)

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

Name of the Bank: Canara Bank

Name of the Branch: TM SECTION CIRCLE OFFICE PATNA

IFSC Code: CNRB0007150



Appendix-F

Proforma of Bank Guarantee for Contract Performance

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

To:

General Manager,
Canara Bank, TM Section,
3rd Floor, Luv Kush Tower,
Exhibition Road, Patna- 800001

WHEREAS (Name and address of M/s XXXX Ltd (hereinafter referred to as "the CONTRACTOR") has undertaken to supply, transportation, transit insurance, local delivery and installation insurance up to Acceptance by the bank, Acceptance testing and also includes documentation, warranty, annual maintenance, if contracted, and training or demo of your personnel related to(Description of RFP)as per their Contract dated _____ with you (hereinafter referred to as "the CONTRACT")

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

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

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

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

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

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

This Performance Guarantee shall continue and hold good until it is released by you on the application by the CONTRACTOR after expiry of the relative guarantee period of the contract and after the CONTRACTOR had discharged all his obligations under the contract and produced a certificate of due completion of the work under the contract and submitted a "No Demand



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

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

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

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

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

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

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

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

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

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

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



Notwithstanding anything contained herein

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

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

Dated this _____ day of _____ XXXX(year).

For and on behalf of

_____ BRANCH MANAGER SEAL ADDRESS PLACE

Name of the Bank: Canara Bank

Name of the Branch: Technology Management Section CO Patna

IFSC Code: CNRB0007150

The Bank Guarantee has to be confirmed through SFMS by the issuing Bank branch.



Appendix-G

DRAFT CONTRACT AGREEMENT

CONTRACT AGREEMENT FOR

THIS AGREEMENT (the Agreement) executed at Patna on day of 2024.

BETWEEN

Canara Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Circle Office at 3rd Floor, Luv Kush Tower, Exhibition Road, Patna- 800001 in India, represented by the Authorized Signatory of its Circle Office Patna, Mr., (Designation) , (hereinafter referred to as "PURCHASER") which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns and successors) of the **ONE PART**

AND

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

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

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

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

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

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

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

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



the Clauses of the Contract and Schedules appended to the Contract, provisions of the Clauses of the Contract shall prevail.

1. SCOPE OF WORK:

As per the requirement of the Bank.

2. GENERAL CONDITIONS TO CONTRACT:

- 2.1. Either party shall not assign any rights or obligations herein without obtaining the prior consent of the other Party.
- 2.2. No forbearance, indulgence, relaxation or inaction by any Party [BANK or VENDOR/ SERVICE PROVIDER] at any time to require the performance of any provision of Contract shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of Contract.
- 2.3. No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of Contract shall be construed as a waiver of any right under or arising out of Contract or an acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Contract.
- 2.4. All remedies of either BANK or VENDOR/ SERVICE PROVIDER under the Contract whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative and not alternative may be enforced successively or concurrently.
- 2.5. If any provision of Contract or the application thereof to any person or Party [BANK/ VENDOR/ SERVICE PROVIDER] is or becomes invalid or unenforceable or prohibited by law to any extent, this Contract shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the Contract shall be valid and binding as though such provision had not been included. Further, the Parties [BANK and VENDOR/ SERVICE PROVIDER] shall endeavor to replace such invalid, unenforceable or illegal provision by one that is valid, enforceable, and legal and achieve substantially the same economic effect as the provision sought to be replaced.
- 2.6. If during the term of Contract, the performance in whole or in part by either Party [BANK/VENDOR/ SERVICE PROVIDER] of any obligations under the Contract is prevented or delayed by reason of war, destructive act of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemic, quarantine restrictions, strikes, lock-outs, or acts of god (hereinafter referred to individually as an "Event" the notice of happening of which shall be given by either Party to the other within seven days of the date of occurrence of such Event), neither Party [BANK nor VENDOR/ SERVICE PROVIDER] shall be entitled to terminate this Contract nor have any claim for damages against the other by reason only of such non-performance or delay in performance.
- 2.7. None of the provisions of Contract shall be deemed to constitute a partnership between the Parties [BANK and VENDOR/ SERVICE PROVIDER] and neither Party [BANK nor VENDOR/ SERVICE PROVIDER] shall have any right or authority to bind the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.
- 2.8. Contract shall not be intended and shall not be construed to confer on any person other than the Parties [BANK and VENDOR/ SERVICE PROVIDER] hereto, any rights or remedies herein.
- 2.9. Contract shall be executed in English language in 1 (one) original, the BANK receiving the duly signed original and VENDOR/ SERVICE PROVIDER receiving the duly attested photocopy. Non-disclosure Contract (NDA) will have to be executed with the BANK as per the format prescribed by the Bank.



2.10. RFP dated along with clarifications & amendments issued shall form integral part and parcel of this CONTRACT.

3. SECURITY DEPOSIT / PERFORMANCE OF BANK GUARANTEE:

As specified in the RFP.

4. VALIDITY OF THE CONTRACT:

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

5. PAYMENT TERMS:

As specified in the RFP.

6. ASSIGNMENT:

6.1. VENDOR/ SERVICE PROVIDER shall not assign to any one, in whole or in part, its obligations to perform under the Contract, except with the BANK's prior written consent.

6.2. If the BANK undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the VENDOR/ SERVICE PROVIDER under this Contract.

7. SUB-CONTRACTING:

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

8. ORDER CANCELLATION/TERMINATION OF CONTRACT:

8.1. The Bank reserves its right to cancel the entire / unexecuted part of CONTRACT at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:

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

8.1.2. Serious discrepancies noted in the items delivered.

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

8.2. The Bank reserves the right to cancel the contract placed on the Vendor/Service Provider and recover expenditure incurred by the Bank on the following circumstances:

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

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

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

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

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

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

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



- 8.3. Bank shall serve the notice of termination to the Vendor/Service Provider at least 30 days prior, of its intention to terminate services without assigning any reason.
- 8.4. In case the Vendor/Service Provider fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor/Service Provider by giving 7 days' prior notice to the Vendor/Service Provider.
- 8.5. After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the Vendor/Service Provider is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- 8.6. The Bank reserves the right to recover any dues payable by the Vendor/Service Provider from any amount outstanding to the credit of the Vendor/Service Provider, including the pending bills and security deposit, if any, under this contract.
- 8.7. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Vendor/Service Provider towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

9. AMENDMENTS TO CONTRACT:

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

10. INTELLECTUAL PROPERTY RIGHTS:

10.1. VENDOR/ SERVICE PROVIDER warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER shall ensure that the Solution supplied to the BANK shall not infringe the third party intellectual property rights, if any. VENDOR/ SERVICE PROVIDER shall ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as VENDOR/ SERVICE PROVIDER.

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

- [a] Procure for BANK the right to continue to use such deliverables;
- [b] Replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or
- [c] If the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse BANK for any amounts paid to VENDOR/ SERVICE PROVIDER for such deliverables, along with the replacement costs incurred by BANK for procuring equivalent equipment in addition to the penalties levied by BANK. However, BANK shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies



contained herein, VENDOR/ SERVICE PROVIDER shall be responsible for payment of penalties in case service levels are not met because of inability of the BANK to use the proposed solution.

- 10.3. The indemnification obligation stated in this clause shall apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party to make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.
- 10.4. VENDOR/ SERVICE PROVIDER acknowledges that business logics, work flows, delegation and decision-making processes of BANK are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Software/Service.

11. INDEMNITY:

- 11.1. VENDOR/ SERVICE PROVIDER shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:
- 11.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by VENDOR/ SERVICE PROVIDER;
- 11.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by VENDOR/ SERVICE PROVIDER;
- 11.2. VENDOR/ SERVICE PROVIDER shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Solution supplied by them.
- 11.2.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
- 11.2.2. The limits specified in above clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.
- 11.2.3. All Employees engaged by VENDOR/ SERVICE PROVIDER shall be in sole employment of VENDOR/ SERVICE PROVIDER and the VENDOR/ SERVICE PROVIDER shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.

12. CONFIDENTIALITY AND NON-DISCLOSURE:

- 12.1. VENDOR/ SERVICE PROVIDER shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. VENDOR/ SERVICE PROVIDER shall suitably defend, indemnify BANK for any loss/damage suffered by BANK on account of and to the



extent of any disclosure of the confidential information. VENDOR/ SERVICE PROVIDER shall furnish an undertaking in the prescribed format.

- 12.2. No Media release/public announcement or any other reference to the Contract/RFP or any program there under shall be made without the written consent of the BANK, by photographic, electronic or other means.
- 12.3. Provided that the Confidentiality Clause may not be applied to the data or information which;
 - 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."

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

13. FORCE MAJEURE:

- 13.1. VENDOR/ SERVICE PROVIDER shall not be liable for default or non-performance of the obligations under the Contract, if such default or non-performance of the obligations under this Contract is caused by any reason or circumstances or occurrences beyond the control of VENDOR/ SERVICE PROVIDER, i.e. Force Majeure.
- 13.2. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the VENDOR/ SERVICE PROVIDER, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, Government policies or events not foreseeable but does not include any fault or negligence or carelessness on the part of the VENDOR/ SERVICE PROVIDER, resulting in such a situation.
- 13.3. In the event of any such intervening Force Majeure, VENDOR/ SERVICE PROVIDER shall notify the BANK in writing of such circumstances and the cause thereof immediately within seven days. Unless otherwise directed by the BANK, VENDOR/ SERVICE PROVIDER shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- 13.4. In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the BANK and VENDOR/ SERVICE PROVIDER shall hold consultations with each other in an 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.

14. SOCIAL MEDIA POLICY:

- 14.1. No person of the Bank or the Vendor/Service Provider and third parties shall violate the Social Media Policy of the Bank.
- 14.2. The following acts on the part of personnel of the Bank or Vendor/Service Provider and third parties shall be construed as violation of Social Media Policy:
 - (i) Non-adherence to the standards/guidelines in relation to Social Media Policy issued by the Bank from time to time.
 - (ii) 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.

15. RIGHT TO AUDIT:



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

16. DISPUTE RESOLUTION MECHANISM:

All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract or in discharge of any obligation arising under this Contract (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes. In the event of Parties failing to consent upon a single Arbitrator than BOTH PARTIES shall approach Court of Law for the appointment of sole Arbitrator as provided under the Arbitration and Conciliation Act, 1996. Place of Arbitration shall be Patna, India which will be governed by Indian Arbitration and Conciliation Act, 1996. Proceedings of Arbitration shall be conducted in English language only.

17. GOVERNING LAWS AND JURISDICTION OF THE COURT:

All disputes and controversies between Bank and VENDOR/ SERVICE PROVIDER shall be subject to the exclusive jurisdiction of the courts in Patna and the parties agree to submit themselves to the jurisdiction of such court as this Contract shall be governed by the laws of India.

18. NOTICES:

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



If to BANK:

Registered Office Address:

General Manager,
Canara Bank, TM Section,
3rd Floor, Luv Kush Tower,
Exhibition Road, PATNA
BIHAR, PIN - 800001

Designated Contact Person: (Designation)

Phone:

Email:

If to VENDOR/ SERVICE PROVIDER:

Registered Office Address:

Designated Contact Person: Sri. _____ (_____)

Phone: +91- _____

Email: _____

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

Signature:

Name:

Designation:

For & on behalf of:

(BANK)

Signature:

Name:

Designation:

For & on behalf of

(VENDOR/ SERVICE PROVIDER)

In the presence of:

Signature: 1:

Name:

Designation:

In the presence of:

Signature: 1:

Name:

Designation:

Signature: 2:

Name:

Designation

Signature: 2:

Name:

Designation

