



(HEAD OFFICE:: BANGALORE)

**REQUEST FOR PROPOSAL
FOR
BUSINESS CORRESPONDENT SERVICES-
HYBRID OPEX MODEL (KIOSK & MOBILE)
FOR SIX CLUSTERS**

**Issued By: Canara Bank
FI SECTION, PC & FI Wing
112, J C Road
Bangalore - 560002**

BID DETAILS IN BRIEF

Sl. No.	Description	Details
1.	RFP No. and Date	PC&FI:FID:RFP:01:2018 dated 20.04.2018
2.	Brief Description of the RFP	Request for proposal for BUSINESS CORRESPONDENT SERVICES - HYBRID OPEX MODEL (KIOSK & MOBILE) Six clusters comprising a total of about 5000 locations (scalable to 10000) Pan India.
3.	Bank's Address for Communication and Submission of Tender	CANARA BANK, Financial Inclusion Section PC & FI wing, 112, J C Road, BANGALORE-560002 Phone :080 22236069 Fax : 080 22128838 Email : hofid@canarabank.com
4.	Date of Issue	20/04/2018, Thursday
5.	Last Date of Submission of Queries for Pre Bid Meeting	27/04/2018, Friday, 3.00 PM
6.	Date of Pre Bid Meeting	27/04/2018, Tuesday, 3.00 PM
7.	Last Date of Submission of Bids	11/05/2018, Tuesday upto 3.00 PM
8.	Date and time of Opening of Part A- Technical Bid.	11/05/2018, Tuesday, 3.30 PM
9.	Date and time opening of Part-B Commercial Bid	Will be intimated at a later date.
10.	Application Fees (Not Refundable)	Rs. 29,500/-(25000/- Application Money plus 18 % GST)
11.	Earnest Money Deposit(Refundable)	Rs. 25,00,000.00 (Twenty five Lakhs only) for One Cluster and Rs 50,00,000 (fifty Lakhs only)for more than one cluster.
<p>This document can be downloaded from Bank's website http://canarabank.com/english/announcements/tenders. In that event, the bidders should pay the Application Fee for tender document by means of DD drawn on any scheduled Commercial Bank for the above amount in favour of Canara Bank, payable at Bengaluru and submit the same along with the Bid document.</p>		

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 (<http://canarabank.com/english/announcements/tenders>) and it will become part and parcel of RFP.

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 the 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.

CONTENTS

SRL NO	SUBJECT
1	ABOUT THE RFP
2	DEFINITIONS
3	PRE QUALIFICATION/ELIGIBILITY CRITERIA FOR BIDDERS
4	ENGAGEMENT OF MULTIPLE BIDDERS
5	REQUIREMENT DETAILS
6	RESPONSIBILITIES OF THE BIDDER
7	COMPLIANCE REQUIREMENT
8	TECHNICAL DELIVERABLES
9	SCOPE OF BASIC BANKING PRODUCTS AND SERVICE TO BE OFFERED
10	FUNCTIONAL REQUIREMENTS
11	ENROLLMENT OF CUSTOMERS
12	ACCOUNT OPENING /PRODUCT REGISTRATION AND ACTIVATION
	12.1 GENERAL
	12.2 CUSTOMER OPERATIONS
	12.3 CUSTOMER ACCOUNT OPERATIONS
	12.4 OPERATION AT BUSINESS CORRESPONDENT OUTLET(BCO)
	12.5 ACCOUNT CLOSURE BY THE CUSTOMER
13	ELIGIBLE ENTITIES AND GENERAL GUIDELINES
14	REMITTANCE SERVICES
15	OTHER PRODUCT AND SERVICES
16	STANDARD OPERATING PROCEDURE (SOP)FOR BC
17	MANAGEMENT INFORMATION SYSTEM
18	REVIEW AND MONITORING MECHANISM
19	TECHNICAL REQUIREMENT
20	BID PROCESS
	20.1 CLARIFICATION TO RFP & PREBID QUERIES
21	PRE BID MEETING
22	AMMENDMENT TO BIDDING DOCUMENT
23	BID SYSTEM OFFER
24	PREPARATION OF BID
25	APPLICATION MONEY
26	EARNEST MONEY DEPOSIT
27	DOCUMENTATION
28	COST AND CURRENCY
29	ERASURES OR ALTERATIONS
30	ASSUMPTION/PRESUMPTION/MODIFICATIONS
31	SUBMISSION OF BIDS
32	BID OPENING
33	SELECTION OF BIDDERS
	33.1 PRELIMINARY SCRUTINY
	33.2 CLARIFICATION OF OFFER
	33.3 EVALUATION OF BIDS
	33.4 BID PRPRESENTATION/SITEVISITS/PRODUCT DEMONSTRATION/POC
	33.5 NORMALIZATION OF BIDS
	33.6 INITMATION TO QUALIFIED/SUCCESSFUL BIDDERS
	33.7 CORRECTION OF ERRORS IN COMMERCIAL BIDS
	33.8 DETERMINATION OF L1 PRICE

34		PROPOSAL FORMAT
35		TECHNICAL BID
36		AMMENDMENT TO BID DOCUMENT
37		OVERVIEW OF EVALUATION PROCESS
	37.1	SUBMISSION OF BIDS
	37.2	VALIDITY OF BIDS
	37.3	TECHNICAL AND COMMERCIAL BIDS
	37.4	OPENING OF BIDS AND SELECTION OF SERVICE PROVIDER
	37.5	EVALUATION METHODOLOGY
38		BANKS RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
39		COMMERCIAL BIDS
	39.1	GENERAL
	39.2	PERFORMANCE GUARANTEE
40		ORGANIZATION OF BIDS
	40.1	SUBMISSION OF BIDS
41		AWARDING OF CONTACT
42		INTELLECTUAL PROPERTY RIGHTS
43		REPRESENTATIONS AND WARRANTIES
44		COMPLIANCE WITH LAWS
45		CANCELLATION OF ORDER & TERMINATION OF CONTRACT
46		TERMINATION
	46.4	EFFECTS OF TERMINATION
47		INDEMNITY
48		INSPECTION OF RECORDS
49		ASSIGNMENT
50		PUBLICITY
51		INSURANCE
52		CONFIDENTIALITY AND NON DISCLOSURE
53		CORRUPT AND FRAUDULENT PRACTICES
54		ADOPTION OF INTERGRITY PACT
55		RESOLUTION OF DISPUTES
56		MODIFICATION AND CANCELATION OF RFP
57		HUMAN RESOURCES REQUIREMENT
58		LEGAL DISPUTES AND JURISDICTION OF THE COURT
59		SERVICE AGREEMENT AND PENALTIES
60		TIME SCHEDULE
61		PERIOD OF CONTRACT
62		REVIEW OF SERVICES
63		PAYMENT TERMS
64		FORCE MAJEURE
65		COMPLIANCE WITH STATUTORY AND REGULATORY PROVISIONS
66		TAXES AND DUTIES
67		TERMS AND CONDITION FOR PROPOSAL
68		CERTIFICATE BY THE BIDDER
69		LIABILITIES OF THE BANK
70		PROPOSAL FORMAT
71		OWNERSHIP

APPENDIX

I	Number of locations clusters wise to be covered by the business correspondent in India.
II	Technology requirements
III	Scope of basic banking products and services to be offered
IV	Entities eligible to be appointed as BC/BCA and general guidelines to be followed by BC while appointing BCA
V	Standard operating procedure for BC
VI	Fixed charges on certain activities
VII	Business correspondent agreement

ANNEXURES

I	Bidders profile
II	Profile of each TSP
III	Particular of regional /branch offices
IV	Agencies to whom Smart card based FI solutions have been offered
V	Financial position of the bidder
VI	Statement of tie up/Agreements entered for the Project
VII	Technical Evaluation - Questionnaire
VIII	Confirmation of soft copy
IX	Bidder's undertaking letter
X	Compliance statement
XI	Commercial bid - Undertaking letter
XII	Commercial Bid - Bill of Material
XIII	Pre contract integrity pact
XIV	Authorization letter format
XV	Bank guarantee format for earnest money deposit
XVI	Proforma of bank guarantee for contract performance
XVII	Format for sending pre-bid queries
XVIII	Non-disclosure agreement

ABBREVIATIONS USED IN THE DOCUMENTS

BIDDER*	BIDDER- SERVICE PROVIDER(SP) - VENDOR- CORPORATE BC- BC
BC	BUSINESS CORRESPONDENT
BCA	BUSINESS CORRESPONDENT AGENT
BCO	BUSINESS CORRESPONDENT OUTLET - HYBRID BOTH KIOSK AND MOBILE
BG	BANK GUARANTEE
BSBD	BASIC SAVING BANK DEPOSIT
CBS	CORE BANKING SYSTEM
CSP	CUSTOMER SERVICE PROVIDER
DBT	DIRECT BENEFIT TRANSFER
DC	DATA CENTER
DES	DATA ENCRYPTION STANDARD
DFS	DEPARTMENT OF FINANCIAL SERVICES
DRC	DATA RECOVERY CENTER
EBT	ELECTRONIC BENEFIT TRANSFER
ECS	ELECTRONIC CLEARING SYSTEM
EMD	EARNEST MONEY DEPOSIT
FI	FINANCIAL INCLUSION
GCC	GENERAL PURPOSE CREDIT CARD
GOI	GOVERNMENT OF INDIA
HHD	HAND HELD DEVICE
HHM/POS	HAND HELD MACHINE- POINT OF SALE
IBA	INDIAN BANKS' ASSOCIATION
ICT	INFORMATION AND COMMUNICATION TECHNOLOGY

IDRBT	INSTITUTE FOR DEVELOPMENT AND RESEARCH IN BANKING TECHNOLOGY
ITIL	INFORMATION TECHNOLOGY INFRASTRUCTURE LIBRARY
KCC	KISAN CREDIT CARD
KYC	KNOW YOUR CUSTOMER
MIS	MANAGEMENT INFORMATION SYSTEM
MTTR	MEAN TIME TO RESTORE
NABARD	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
NBFC	NON-BANKING FINANCIAL COMPANY
NEFT	NATIONAL ELECTRONIC FUND TRANSFER
NGO	NON-GOVERNMENT ORGANISATION
NPA	NON PERFORMING ASSETS
NPCI	NATIONAL PAYMENT CORPORATION OF INDIA
NREGP	NATIONAL RURAL EMPLOYMENT GENERATION PROGRAMME
NSC	NATIONAL SAVINGS CERTIFICATE
OEM	ORIGINAL EQUIPMENT MANUFACTURER
OPEX	OPERATIONAL EXPENDITURE
PIN	POSTAL INDEX NUMBER
POT	POINT OF TRANSACTION
RBI	RESERVE BANK OF INDIA
RFP	REQUEST FOR PROPOSAL
RTGS	REAL TIME GROSS SETTLEMENT
SHG	SELF HELP GROUP
TSP	TECHNOLOGY SERVICE PROVIDER
UID	UNIQUE IDENTITY
UIDAI	UNIQUE IDENTIFICATION AUTHORITY OF INDIA
USB	ULTRA SMALL BRANCH

***BIDDER/ SERVICE PROVIDER/VENDOR/CORPORATE BC/BC MENTIONED IN THE DOCUMENTS ARE ALL ONE AND THE SAME.**

About Canara Bank:

CANARA BANK, a body Corporate and a premier Public Sector Bank established in the Year 1906 and nationalized under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head office at 112, J C Road Bengaluru-560002 and among others, having DIT Office at Naveen Complex, No.14, M G Road, Bengaluru-560001. The Bank is having pan India presence of more than 6517 branches, 21 Circle offices and 118 Regional Offices situated across the States. The Bank is working on Core Banking System using Flex cube solutions. The Bank is a forerunner in implementation of IT related products and services and continuously making efforts to provide the state of art technological products to its customers.

1. About the RFP:

CANARA BANK, a body Corporate and a premier Public Sector Bank established in the Year 1906, having its Head office at 112, J C Road Bangalore 560002 India, having pan India presence of more than 6517 branches, is on Core Banking System using Flex Cube solutions.

In the context of Financial Inclusion, CANARA BANK envisages extension of Banking & Financial Services to under-banked & un-banked areas through ICT based “branchless banking” model, where integrated kiosk/ handheld devices would be used by Business Correspondents and/or their authorised agents to deliver financial and banking services. Bank has already implemented ICT based solution in allotted Sub Service Areas and in some FI villages.

The technology architecture supporting this strategy involves a combination of various technologies like kiosk model, mobile-phone, contact / contact-less cards, biometric identification and authentication, etc. These technologies will support online transactions and operations. Bank has currently deployed mobile BC in 2459 locations Pan India.

The proposed RFP has been floated with the objective of increasing the reach of banking services to the underprivileged, particularly in unbanked and under-banked areas as well as to providing banking and financial services using innovative channels on OPEX model. The locations pan India are broadly segregated and listed into six clusters and separate bids are invited for the six clusters.

2. Definitions:

Words/phrases used in this Request for Proposal shall have the meanings assigned to them as hereunder unless used in a context totally contrary:

- 2.1. “Bank” means CANARA BANK.
- 2.2. “Bidder” means any company/entity who bids for offering services as a Business Correspondent (BC) for the Bank pursuant to the terms of this RFP.
- 2.3. “Bid” means the offer made by the Bidder in response to this RFP with respect to an individual cluster.

- 2.4. “Business Correspondent” (BC) or “Service Provider (SP)” means any person/entity who is eligible to act as BC for the banks under the terms hereof for providing services described in the RFP.
- 2.5. “Business Correspondent Outlet (BCO)/KIOSKs” means the outlet of the Service Provider which will be providing Banking and Financial services.
- 2.6. “BCA” is Business correspondent Agent /person engaged by BC operating the BCO.
- 2.7. “HYBRID MODEL” is a BC service integrating both KIOSK and MOBILE models wherein KIOSK is located at a fixed point working for at least 4-5 hours a day, thereafter offer services in the geographical area allotted to him under mobile model (HHM).
- 2.8. “Business Correspondent Agreement” means the agreement to be executed between the Bank and the Service Provider containing the terms and conditions on which the Services will be provided.
- 2.9. “Eligibility Criteria” means the criteria required to be satisfied by the Bidder in order to bid so as to be engaged as a Service Provider, which is as per the guidelines of RBI, more particularly described in this RFP.
- 2.10. “Area of operation” means geographic area allocated to each BCO, like villages, wards in the towns or cities, etc. It is expected that each BCA will cater about 1500 households. Provided however, that in case, more than one BCA is allotted for any gram Panchayat on account of Sub Service Area approach, their respective areas would be specifically defined. Provided further that in case a BCO of another BC already exists in a village, the BCO of that BC and the BCO of the BC who will be allotted the work under this RFP may be allowed to work in the same village concurrently.
- 2.11. “RFP” means this Request for Proposal issued by the Bank.
- 2.12. “Services” means the services to be provided by the BC/SP pursuant to the terms of the RFP/Service Agreement.
- 2.13. “Back end System” means Banks Core banking Solution
- 2.14. “Front end System” means laptop/HHM-POS/POT/mobile system installed at BCO
- 2.15. “Technology Service Provider” (TSP) means any person / entity with whom the Bidder enters into an agreement for providing Technological Services.
- 2.16. “Canara Bank financial inclusion Plan” means providing banking services to the financially excluded segment as well as to providing banking and financial services using innovative channels on OPEX model.

2.17. HYBRID OPEX Model means combination of both Fixed Point BC (KIOSK) & Mobile BC.

2.18. “Solution” means the various hardware & software used by the BC for implementation of the BUSINESS CORRESPONDENT SERVICES - HYBRID OPEX MODEL (KIOSK & MOBILE).

3. PRE-QUALIFICATION/ELIGIBILITY CRITERIA FOR BIDDERS:

3.1. A vendor submitting the proposal in response to this RFP shall hereinafter be referred to as ‘Bidder’ and the solution for implementation of BUSINESS CORRESPONDENT SERVICES - HYBRID OPEX MODEL (KIOSK & MOBILE) in Canara Bank shall hereinafter be referred as “Solution”.

3.2. Interested Bidders, who will provide the Hybrid Opex Model business correspondent services for one or more of the six clusters in the Bank and meeting the Eligibility Criteria as below may respond :

No.	Criteria	Documents to be submitted
1.	Bidder should be a registered company in India under Companies Act 1956 or 2013 and should have been in operation for at least Three years as on the date of RFP.	Copy of Certificate of Incorporation 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 been a BC/SP for providing FI solution (such as EBT, DBT, Aadhaar based Payment etc.) for Scheduled Commercial Bank in India for a minimum period of 12 months. The Kiosk /BC solution should have been implemented in at least in 500 locations in India.	Supported by documentary evidence such as purchase order/ copies of the Service Contracts wherever entered. Letter from the concerned organization confirming successful implementation of FI project with them is to be submitted with following details: <ul style="list-style-type: none"> • Name of the client • Number of Locations • Type of Model • Scope of Project • Name of the person who can be referred to from Clients’ side, with Name, Designation, Postal Address, Phone and Fax numbers, E-Mail Ids, etc., The bank reserves the right to inspect such installations while evaluating the

		Technical Bid.
4.	Bidder or its wholly owned Parent Company should have maintained Positive Net Worth during the last four financial years, i.e. 2014-15, 2015-16 and, 2016-17 (All audited) and PBS for 2017-18	Audited Financial statements to be submitted for Three years. Self certified copy of financial statement for 2017-18, if yet to be audited.
5.	Annual turnover should not be less than Rs. 5 (Five) crores in the last financial year as per audited financial statement.	Audited Financial statements to be submitted.
6.	The bidder should have strong organizational strength to undertake and execute large projects including hardware, software, networking, disaster recovery, system integration, implementation, etc. System integration should be based on industry's best practices.	Documentary Proof.
7.	Bidder should also have internal control and audit measures in place.	Copy of latest Audit Report.
8.	Bidder should not have been blacklisted by any PSU Bank / IBA/RBI	Notarized Affidavit.
9.	Neither the bidder nor its promoters and Directors should be defaulters to any financial institution. The bidder should not have been reported against by any Public Sector Bank to Indian Banks' Association for any malpractice, fraud, poor service, etc.	Auditor's Certificate & Notarized Affidavit

Note:- In the event of bidder being a company formed as a result of demerger, amalgamation, reconstruction etc., the services rendered by its predecessor in accordance with aforesaid criteria shall be reckoned and taken into consideration for determining the eligibility of bidder and it shall be deemed that services rendered by predecessor of such bidder were rendered by bidder itself and the bidder shall be deemed to be in existence from the date of incorporation of its predecessor.

In addition, the prospective bidders who comply with the following criteria are only eligible to bid.

- 3.2.1. The bidder will be single point of contact to provide the solution to the Bank.
- 3.2.2. The bidder must be fully aware of the RBI, IDRBT, Government of India & UIDAI guidelines with regard to Financial Inclusion.
- 3.2.3. The bidder should be willing to extend the services any where in the cluster for which bid is placed.
- 3.2.4. The bidder should have proven capability to provide robust and scalable technology to provide services mentioned in this RFP. Successful implementation of a related project (such as delivery of financial services / products / solutions, card based solutions, etc.) with a Bank / Financial Institution / Micro Finance Institution either on its own OR if the bidding Service Provider has an agreement with another Technology Service Provider, the agreement should not be less than 12 months old with Technology service provider. A copy of such agreement should be enclosed
- 3.2.5. The Bidder should ensure that the BCA/KIOSK works exclusively for the Bank. Business transactions involving the Bank alone should be done at the KIOSK.

4. ENGAGEMENT OF MULTIPLE BIDDERS:

- 4.1. Bank reserves the right to award contract to more than one bidder to cover the existing or extended scope of the work, if the bank so desires.
- 4.2. In a situation where multiple-bidders are deployed by the Bank to support this solution, then the Bidders would develop required interfaces and co-ordinate joint operations so as not to impact the interests of the Bank and the services rendered to the customers.
- 4.3. The Bank requires an end-to-end solution in an operating expenditure OPEX model from an outsourced agency involving Supply, Customization, Installation, Operations, and Maintenance of required Devices, Hardware & Software, and Facility Management in addition to BC/BCA to deliver & support Banking & Financial Services.
- 4.4. The human resources and infrastructure (systems architecture, support services, facility, and hardware, software, and application, network, and security systems) required for end-to-end solution would belong to, be maintained, managed and operated by the Bidder and their consortium members.

- 4.5. Selection of BCA at the BCO shall conform to Bank, RBI, IDRBT, IBA, NABARD, GOI, State Govt guidelines.
- 4.6. The technology solution provided under this project shall have interfaces with bank's CBS through intermediate server and Banks Gateway.

5. Requirement details:

- 5.1. Bank is planning to extend ICT-BC based outlets in about 5000 locations (scaleable to 10000) pan India. The locations are grouped into six clusters. Separate commercial bids are invited for each cluster.
- 5.2. The scope of the current project, being one of the ICT-BC based banking channels, may extend to all or some of the envisaged villages depending on the performance. Bank may extend services to other areas as well under this project. The aforesaid figures are only indicative and the actual numbers may vary.
- 5.3. The geographic locations that fall within the scope of this project can span over rural, semi-urban, urban and metropolitan areas. The Number of Locations cluster wise is provided under Appendix I
- 5.4. For the KIOSK Model the Solution available with the Bank shall only be used. However for HHM/POS machines suitable interface to be developed for interfacing with our Gateway at the bidders cost.

6. RESPONSIBILITIES OF THE BIDDER:

- 6.1. Bidder shall be responsible for end-to-end solution covering the entire scope of this RFP.
- 6.2. The roles and responsibilities of the Bidder will also include those stated in greater detail in other parts of RFP.
- 6.3. Bidder shall provide an integrated end-to-end solution which includes services like integration of various technological and functional components, supporting organizational structures and skilled human resources to educate, facilitate and deliver financial services to the targeted customers, apart from technological solution and technical services.
- 6.4. Bidder shall be responsible for compliance with mandatory compliance requirements indicated in the section "Compliance Requirements" and at various specific requirements indicated in other parts of the RFP;

- 6.5. indemnifying the bank of risks indicated in the section “Indemnity” and specific requirements indicated in other parts of the RFP;
- 6.6. Bidder shall act as the single point of contact for the Bank and represent the entire consortium.
- 6.7. Bidder shall be responsible to resolve all issues that may arise from the end-to-end solution
- 6.8. Bidder shall also man and manage all the incidental activities related to the scope of the RFP.
- 6.9. The details of the BCA along with the photograph will be placed in Bank’s WEB portal.
- 6.10. Bank will enter into a detailed agreement with the Bidder clearly defining the roles and responsibilities and the terms of engagement for the infrastructural support and services extended to the bank as per the format prescribed by the Bank.
- 6.11. Render banking and financial services as entrusted by the Bank under BC model at designated locations to all the customers of Canara Bank financial Inclusion Plan, duly complying with Bank, RBI, IDRBT, IBA, UIDAI, NABARD, GOI, State Govt guidelines.
- 6.12. Bidder will have to qualify and render financial / banking services under / BC model duly meeting regulatory requirements stipulated by RBI for rendering specified banking and financial services and those entrusted by the bank from time-to-time.
- 6.13. Bidder shall provide well trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc.
- 6.14. Bidder shall confirm that every person deployed by them on the project has been vetted through third-party background check prior to their engagement. Reference from two respectable persons of that area known to the bank should be submitted to the bank prior to their engagement.
- 6.15. Bidder shall manage the activities of its personnel or others engaged in the project, etc and will be accountable for all the personnel deployed/engaged in the project.
- 6.16. In case the performance of the Business Correspondents, their agents or personnel engaged in the project is not satisfactory or is detrimental to the interests of the Bank, the Bidder shall have to replace the said person within 15 days or any such time limits stipulated by the Bank.
- 6.17. No right to employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors, etc of the bidder for any assignment under this project.

- 6.18. Bidder will exercise due diligence and only engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for all critical activities.
- 6.19. Bidder will involve designated officials of the Bank in selection process of BC agents.
- 6.20. Cash Management is the sole Responsibility of BC
- 6.21. Bidder to extend all of the outsourced banking and financial services by deploying such personnel 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.

7. COMPLIANCE REQUIREMENTS:

- 7.1. The entire activity under this solution would be guided by and conform to policies and guidelines of the Bank, GOI, RBI, UIDAI, IDRBT, IBA, State Govt/s.
- 7.2. Service management process based-on ITIL standards.
- 7.3. Biometric standards would comply with RBI's "Report of the Working Group on Standards for Raw Images of Finger Prints".
- 7.4. Information Security standards for end-to-end solution would conform to ISO 27001, CERT-In guidelines, IT Act 2000, RBI, GOI, IBA, IDRBT and Bank's policies
- 7.5. Bidder who deployed for rendering outsourced banking/financial services shall conform to bank/RBI's guidelines.
- 7.6. The business practices, processes adopted for rendering services, maintenance of records, accounting norms & procedures etc for Banking and Financial services shall conform to regulatory, legal and bank's policies and guidelines.
- 7.7. Customers enrolled under the project shall meet "Know Your Customer" norms as stipulated by the Bank.
- 7.8. Accounts, transactions, services, controls, etc related to banking and financial services should integrate with Bank's Core-Banking system
- 7.9. The solution should conform to and integrate with UIDAI/NPCI's directions on Financial Inclusion / Direct Benefit Transfer.
- 7.10. Bidder should ensure that in addition to security features deployed in the technology, controls and operational procedures should ensure protection of the bank from loss, disclosure or frauds.
- 7.11. Bidder shall indemnify the Bank from transaction risk (from system error, human error, negligence and mismanagement) and fraud risk (loss to

earnings or capital due to intentional deception by employees, customers, agents, external entities, etc).

- 7.12. Bidder shall indemnify the Bank and provide a system, free from risks arising out of data becoming outdated, lost or overwritten due to inappropriate update procedures and the potential for frauds.
- 7.13. Bidder shall indemnify the Bank and hold the bank harmless against loss or liability, claims actions or proceedings if any, that may arise through the action of its employees, agents, contractors, etc.
- 7.14. Bidder shall assist the Bank in identifying potential risks in the solution, remedy any of the identified risks, develop strategies to measure, monitor and mitigate those risks and implement new controls.
- 7.15. Bidder shall maintain adequate documentation, records, audit trails, etc and cooperate with the RBI/Bank's internal audit teams, regulatory authorities and third-party external auditors for conducting periodical audit and arrange for necessary access to relevant information / assets under the control of the bidder and other consortium members.
- 7.16. Financial Exposures & Performance risks from third-party service providers under the project would be regulated and mitigated through Financial Guarantees, Collateral Securities, etc based on risk perception of the Bank.

8. TECHNICAL DELIVERABLES:

- 8.1. The Bidder shall ensure that the KIOSK is located within the Geographical area allotted to the concerned BCA and is in a prominent place, acceptable to the Bank and with requisite furniture and fixtures for BCA and customers. Copies of Lease/Rental agreement with the Landlord or latest tax paid receipt, if owned. The KIOSK should be housed in a building with a minimum floor space of 100 Square feet, hardware, software, personnel, technical services, connectivity, maintenance. The Kiosks should access only the solution available with the Bank.

The bidder shall also provide training and operational support for the end-to-end infrastructure supporting the business correspondent services - hybrid opex model (kiosk & mobile), including the handheld devices, Laptops, enrollment system, digital fingerprint scanners, digital cameras, printers, intermediate switching, backend Banking software, etc.

- 8.2. KIOSK/HHM shall also support biometric-based (finger print) authentication, redundant power sources for continuous operation, mobile and easy to carry, voice guidance in the local language, ability to support multiple products and services, receipt printing, etc,
- 8.3. The proposed solution may be rolled out to cover various other products & services to other customers as well, in any part of the country, as may be identified by the Bank.

- 8.4. The solution should have adequate provision to support marketing of Bank's other products such as deposits, loans, fee-based products such as insurance premium, remittances, Social security schemes of Govt viz., Atal Pension Yojana, Micro insurance, Aadhaar seeding and authentication, etc.
- 8.5. Bidder shall ensure that this solution is based on a reliable and scalable architecture so as to handle higher volumes and at larger number of locations all over India.
- 8.6. Bidder shall Supply, Maintain and Operate Kiosks, handheld devices, support equipment and application software that can support online transactions, other operations at the BCO.
- 8.7. All the hardware, software, consumables, etc at the BCO would be to the cost of the Bidder.
- 8.8. Bidder shall provide services of an Intermediate System (supporting functions like Card Management, BC Management, KIOSK/handheld device Management, Switching, MIS Solution, etc) that is owned, maintained and managed by the Bidder, that is capable of handling transactions/Customer enrolment data in online modes from a large number of devices deployed in this project
- 8.9. Bidder shall provide interface and establish connectivity between front end system and Intermediate System and also the FI gateway.
- 8.10. The architecture should meet industry standards, reliability, scalability, interoperability and conform to best practices that minimize costs and risks to the Bank.
- 8.11. Bidders shall supply infrastructure at their own cost and operate the solution on behalf of the Bank. Bank may at a future date seek transfer of ownership of the solution to the bank if it so desires.
- 8.12. Bidder shall own and operate entire infrastructure including the front-end systems, the intermediary switching solution and card management system, etc.
- 8.13. Bidder shall provide devices required at the BC locations for enrollment, registration, point-of-transaction such as laptop, HHM, mobile device, printer, finger-print scanner, camera, back-up power /batteries, spares, software, technical training, user training, technical documentation, training materials, etc.
- 8.14. Bidder shall provide hardware, software, facility management, and secure environment for supporting the end-to-end solution and functionality stipulated in the RFP.
- 8.15. Technical specifications of various components involved in the IT solution are dealt with in greater detail in subsequent sections.

- 8.16. Bidder shall ensure that the service is rendered in a manner that is comprehensible (simple and easy to understand) to the customer and the conduct of the agents would encourage and promote the customers to use Bank's services.
- 8.17. Bidder will have to deploy the solution at the designated locations within the time period specified for the purpose.
- 8.18. Bidder shall ensure that faulty front-end equipment should be got repaired or replaced within 24 hours of reporting.
- 8.19. Adequate number of spare machines / batteries, etc should be maintained by Bidder for immediate replacement.
- 8.20. The detailed technical requirement/specifications/services to be provided is mentioned under Appendix II.

9. SCOPE OF BASIC BANKING PRODUCTS & SERVICES TO BE OFFERED:

The Service Provider would be required to provide the services, facilities, infrastructure, technology, etc. The detailed scope of basic banking products and services to be offered are mentioned under Appendix III.

10. FUNCTIONAL REQUIREMENTS:

- 10.1. The authentication of transactions would be through matching the biometrics/fresh sample of fingerprint with UIDAI server or remote authentication server and authentication using the CARD based system (PIN)
- 10.2. The solution should have a provision to support remittances, banking services, insurance, and multiple accounts of the same customer.
- 10.3. The system should be able to support products and services specified in the RFP. Additional products and services would be offered gradually over time based on Bank's policy will be informed and implemented by BCs without any additional cost towards implementation. The details of scope of basic banking products and services to be offered are mentioned under Appendix III.
- 10.4. The FI Solution would be supported by an independent IT infrastructure that would have interfaces with Bank's CBS and other existing Technology Solutions.
- 10.5. The customers should be able to perform selected banking transactions through authorized representatives of the Bidder. Enabled with interconnectivity, these representatives of the Bidder will extend banking and financial services on behalf of the Bank to its customers at their (customers') respective locations/ villages/habitats during the time window and at the frequency stipulated by the Bank.

- 10.6. The entities deployed by the Bidder as BCAs for extending banking and financial services on behalf of the bank shall conform to Bank/RBI/UIDAI/IDRBT/NABARD/GOI/state govt guidelines.
- 10.7. The solution provided by the Bidder i.e. the technological solution together with the human resources shall be able to support deposit taking, lending, account management, financial literacy and advice, remittances, electronic benefit payments/transfer, etc.

11. ENROLLMENT OF CUSTOMERS:

- 11.1. Bidder shall enroll customers to various products using the same solution. Customers may enroll themselves for several products simultaneously or to different products at different points-in-time. The Bidder should undertake enrollment to each of the products (as may be required by the Bank) as per the customers' choice and bank's policy.
- 11.2. Every customer in the target group will have at least a savings bank account. Other schemes and banking products would also be offered to customers of target-group based on the policy of the bank.
- 11.3. Bank will entrust the process of enrollment to the Bidder. Bidder may engage his representatives to carry out the operations duly complying with Bank's norm and other associated norms of GOI/RBI/UIDAI/IDRBT/IBA/legal guidelines.
- 11.4. Due care and security should be accorded to all the related physical documents.
- 11.5. The equipment provided for the above stated front-end activity should be robust, reliable and easy-to-use, and customized to Indian rural/urban conditions.
- 11.6. Bidder shall also ensure that the Business Correspondent Agent are frequently trained and kept updated with bank's new schemes, policies, etc as may be required to discharge their roles and serve the target-customers.
- 11.7. Bidder would also ensure that required supplies of stationery and other consumables are made available with Business Correspondent Agent for uninterrupted operations.
- 11.8. Bidder may be required to enroll the customer on production of documentary evidence/support that RBI or the Bank may prescribe duly complying with customer due-diligence (including Know-Your-Customer requirements).
- 11.9. The physical documents and application form will be delivered at the designated location of the Bank Branch within three working Days.

12. ACCOUNT OPENING/PRODUCT REGISTRATION AND ACTIVATION:

12.1. General:

- 12.1.1. Every customer Account shall be opened in the banking system after all the mandatory information about the applicant/customer has been captured.
- 12.1.2. System should be capable of handling all registrations and deregistration (subsequent to initial enrolment, card-personalization and delivery) for additional schemes/products and services at the BCO, backend or at branch level as decided by the bank for each of the schemes/products and services.
- 12.1.3. However the account/scheme/product/service will be activated only after fulfilling the stipulations given by the Bank.
- 12.1.4. The scheme/product or service may require authorization by Bank's official before it becomes operational.
- 12.1.5. The front-end and intermediary systems together with the personnel handling the process should be capable of enforcing all the controls required by the Bank.
- 12.1.6. Suitable interface should be provided in the software solution that allows bank's officials to view and authorize the opening of the account/registration for the scheme/product/service.

12.2. Customer Operations:

- 12.2.1. The customers will carry out all the banking transactions through the BCA in the BCO.
- 12.2.2. Mode of transactions is online.
- 12.2.3. The solution shall have parameterized control to set online at each card-level /account-level/ transaction-type level/ transaction value-level or a combination thereof.
- 12.2.4. A customer may have multiple accounts/services linked to the same.
- 12.2.5. The services availed by the customers may vary.
- 12.2.6. Although initially, savings bank accounts are being offered, Bank may extend other services also to these customers.
- 12.2.7. Bidder would obtain application/enrollment forms for other permitted schemes like loans, insurance, etc as and when they are offered by the Bank/subscribed by the customers.

12.3. Customer Account Operations:

- 12.3.1. Customers who wish to receive or remit funds shall approach the authorized representative of the Bidder, the BCA. Customer will carry out AEPS, RuPay card transactions both on us and off us.
- 12.3.2. The identity of the customers has to be ensured by the BCA.
- 12.3.3. BCA may verify additional details of the customer if stipulated by the Bank.

- 12.3.4. Customer is permitted to transact in online mode only through the handheld device (such as POS) or Laptops at Kiosks linked to the gateway.
- 12.3.5. The requested transaction is put through only if the conditions stipulated by the bank are met.
- 12.3.6. The successful cash transaction is concluded by payment of cash or receipt of cash by the Bidder depending on whether the transaction is a withdrawal or a receipt.
- 12.3.7. Further, each customer will be permitted only certain number of transactions and within a maximum limit prescribed by the Bank for each category for a given period.
- 12.3.8. These stipulations will be parameterized at front end system level.
- 12.3.9. The above details will be furnished to the Successful Bidder by the Bank.
- 12.3.10. Receipts will be printed for each transaction. One will be handed over to the customer and the other would be held with the Bidder for records. The second receipt is optional. The system should have provision for generating/ printing receipt at a later date for submission as proof in case of disputed transactions.
- 12.3.11. Each transaction will have a unique reference number for the Bank and the same would also be printed on every receipt.
- 12.3.12. All transactions are to be logged and the logs are to be preserved securely for future reference for time-periods stipulated by the Bank.
- 12.3.13. It should be possible to build audit trails of the transaction using the unique transaction number from the audit logs.
- 12.3.14. The number of transaction history stored in the card would depend on the availability of memory on the card and would be decided mutually by the Bank and the Bidder.
- 12.3.15. The account holder may request for statement of account and the BCA at the village will provide a printout of last 10 transactions together with the outstanding balance in the desired account(s) using the front-end equipment.
- 12.3.16. The receipts and statements should be in English/vernacular language as may be stipulated by the Bank.
- 12.3.17. BCA may assist the customer by pursuing with the Bank.
- 12.3.18. In case the RuPay card is lost by the account-holder, the matter shall be reported to the BCAs, who will take the necessary request of the customer by way of application and send the application/request to the Bank for issuance of duplicate card. Bank will charge the customer for issuing duplicate card.
- 12.3.19. The system should permit recording of nominations, noting of death etc.

12.4. Operations at BC Outlet (BCO) - Kiosks:

- 12.4.1. Bidder will be responsible for physical custody and upkeep of the systems/devices provided for front-end operations.
- 12.4.2. Bidder would also be responsible for cash and accounting of transactions; maintenance of record of receipt/issuance/lost cards, requests for issue of new cards, receipts of transactions, details of exceptional transactions, etc.
- 12.4.3. Cash replenishment and cash usage, transactions, etc should be recorded in the front-end terminal through which the transactions are to be effected.
- 12.4.4. Bidders should be able to know the cash balances so as to balance the physical cash available at any point during the day.
- 12.4.5. The Bidder should also be able to take a printout of the Opening Balance of Cash, Closing Balance of Cash and the list of all transactions in between.
- 12.4.6. The printout shall also contain commission payable to the Bidder.
- 12.4.7. The printouts shall be obtained in duplicate every day.
- 12.4.8. One copy will be retained by the Bidder for records.
- 12.4.9. The second copy shall be handed over to the Bank while submitting the claim.

12.5. Account Closure by the Customer:

- 12.5.1. Where a customer wishes to close his/her account, a proper written request has to be recorded with the BCA at the village.
- 12.5.2. The instructions are to be entered on the handheld device and authenticated by the customer
- 12.5.3. This information is quickly passed on to the front-end and back-end functionaries.
- 12.5.4. All dues between the Bank and the customer are to be settled at the time of closure.
- 12.5.5. The customer will be allowed to draw the balance amount through the BCA's terminal at the village.
- 12.5.6. The changed status of the account has to be updated at all relevant places.
- 12.5.7. Detailed procedure for closure of accounts would be stipulated by the Bank.

13. ELIGIBLE ENTITIES AND GENERAL GUIDELINES:

Entities eligible to be appointed as BCAs and general guidelines to be followed by BC while appointing BCAs is mentioned in Appendix IV.

14. REMITTANCE SERVICES:

- 14.1. Bank would extend electronic cash/fund remittance facilities to customers under this project. Bidder's solution should have the capability to effect fund-transfer from one account to another account within the Bank and inter-bank. The solution should be able to send and receive funds electronically. These could be using NEFT, RTGS, ECS inter-account transfer within the Bank or across the banks.
- 14.2. Necessary interfaces have to be created with bank's Core Banking System, NEFT/RTGS/ECS/NPCI/UIDAI etc.
- 14.3. Customer should be able to remit funds and receive funds using the front-end system with the agent.

15. OTHER PRODUCTS AND SERVICES:

Bank would share the operational guidelines for other products and services that would be extended through this channel. The same will be shared with the Successful bidder.

16. STANDARD OPERATING PROCEDURE (SOP) FOR BC:

- 16.1. The Standard operating procedure for the Business correspondents/BC agents are mentioned under Appendix V
- 16.2. BCOs / Kiosks are identified as Banking Outlet. In addition to the BC activities mentioned in the RFP,..the BCA shall function for 4-5 hours at Kiosks and thereafter as Mobile BC, as the Model proposed in the RFP is Hybrid in nature. The weekly / public holidays of Kiosks shall be as applicable to the base branch. However the BCAs can perform transactions using Hand Held Machines (HHM) as per timings permitted under the cash management system stipulated.

17. MANAGEMENT INFORMATION SYSTEM:

- 17.1. Bidder shall put in place a robust MIS system, including online Dash board to monitor all the activities connected with the business correspondent services-hybrid opex model (kiosk & mobile).The same shall be as per the requirements of the bank and shall be accessible to the Bank at various levels such as Head office, Circle office, Regional office etc.,.
- 17.2. Bidder shall assist the bank in defining exceptional transactions and monitor all such exceptional transactions from a central location in the Bank.
- 17.3. It should also be possible to centrally monitor and obtain reports on cash movement, cash balances, cash payments, etc at each of the front-end functionaries. Bank should also be able to obtain various reports on customer wise, village/sub district/district/state/circle wise, Scheme-wise, period wise etc as and when required.

18. REVIEW AND MONITORING MECHANISM:

- 18.1. Bank will evaluate the Bidder on an ongoing basis and may take a suitable decision for continuation/ termination / expansion of contracted services based on the Annexure X.
- 18.2. The project shall conform to Bank's policies and would be subject to Internal and External audits. The Bidder is required to extend all necessary co-operations to facilitate audit process.
- 18.3. Bidder shall have adequate audit controls and track normal and exceptional transactions.
- 18.4. Bank will utilize the services of internal or external auditors for ensuring proper operations by Bidders.
- 18.5. Bank may also arrange for a random verification of enrollment/ payments, card-personalization, etc for better control.

19. TECHNOLOGY REQUIREMENTS:

The detailed technology requirements are mentioned under Appendix II.

20. BID PROCESS:

Clarification to RFP and Pre-Bid Queries:

- 20.1. 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 Annexure XVII
- 20.2. All communications regarding points requiring clarifications and any doubts shall be given in writing to the Deputy General Manager, Canara Bank, PC& FI Wing, HO NO 112 JC Road, Bengaluru-02 or an email can be sent to hofid@canarabank.com by the intending bidders before 03:00 PM on 26/04/2018.
- 20.3. No queries will be entertained from the bidders after the above date and time.
- 20.4. 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 in the Bank's website ([http:// canarabank.com /english / announcements/tenders](http://canarabank.com/english/announcements/tenders)) and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments /corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.
- 20.5. No oral or individual consultation will be entertained.

21. Pre-Bid meeting:

- 21.1. A pre-bid meeting of the intending bidders will be held as scheduled below to clarify any point/doubt raised by them in respect of this RFP.

Date	Day	Time	Venue
27.04.2018	Tuesday	3.00PM	Canara Bank, Conference Hall, PCFI Wing HO Bengaluru 560002.

No separate communication will be sent for this meeting. 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.

- 21.2. Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 21.3. 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.
- 21.4. 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 in the Bank's website (<http://canarabank.com/english/announcements/tenders>) and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.
- 21.5. 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.
- 22. Amendment to Bidding Document:**
- 22.1. 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.
- 22.2. Notification of amendments will be made available on the Bank's website only (<http://canarabank.com/english/announcements/tenders>) and will be binding on all bidders and no separate communication will be issued in this regard.
- 22.3. 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.

23. Bid System Offer

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

23.1. Part A-Technical Proposal: Indicating the response to the Technical specification for implementation of BUSINESS CORRESPONDENT SERVICES - HYBRID OPEX MODEL (KIOSK & MOBILE) in Canara Bank.(Annexure I to X)

23.2. Part B-Commercial Bid: furnishing all relevant information as required as per Bill of Material as per Annexure-XII.

24. Preparation of Bids:

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

24.2. The two parts as stated above, should be placed in two separate envelopes superscribed with 'Technical Proposal' and 'Commercial Bid' respectively and properly closed and sealed. Thereafter, both the envelop shall be placed inside another envelope and properly closed and sealed. The final envelope should be superscribed as "Offer for implementation BUSINESS CORRESPONDENT SERVICES - HYBRID OPEX MODEL (KIOSK & MOBILE) in Canara Bank in response to RFP 1/2018 dated 19/04/2018" (includes separately sealed 'Conformity to 'Technical Proposal' and 'Commercial Bid') on the top of the envelope. All the envelopes shall bear the name and complete postal address of the bidder as well as the addressee, namely the Deputy General Manager, Canara Bank, PC&FI Wing H O , Bengaluru - 560002.

24.2.1. All the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be paginated with Name, Seal and Signature of the Authorized Signatory. Bids with erasing / overwriting / cutting without authentication may be liable for rejection.

24.2.2. Authorization letter for signing the Bid documents duly signed by Company's Authorized signatory should be submitted.

24.2.3. All the envelopes shall bear the name and complete postal address of the Bidder and authority to whom the Bid is submitted.

24.3. Part A-Technical Proposal:

24.3.1. Technical Proposal should be submitted as per the format as per annexure I to X. Relevant technical details and documentation should be provided along with Technical Proposal.

24.3.2. It is mandatory to provide the technical details of the Solution required by the bank in the exact format of Annexure-VII of this tender.

- 24.3.3. The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.
- 24.3.4. In case of any contravention of technical specification detected at any stage which is not explained to the satisfaction of the Bank, the technical specifications elaborated in RFP shall prevail and the bidder shall be considered as disqualified ab initio and it shall be presumed that the commercial bid of CONTRACTOR was never opened by the bank.
- 24.3.5. The Bank shall not allow / permit changes in the technical specifications once it is submitted.
- 24.3.6. The relevant product information, brand, and model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the Offer. Failure to submit this information along with the offer may result in disqualification.
- 24.3.7. The Technical Proposal should be complete in all respects and contain all information sought for, as per Annexure I to X. **Masked Bill of Material must be attached in Technical Offer and should not contain any price information.** The Technical Proposal should be complete and should cover all products and services. Technical Proposal without masked Bill of Materials will be liable for rejection.
- 24.3.8. Masked Bill of Material which is not as per below instruction will make Bid liable for rejection:
- 24.3.8.1. Should be replica of Bill of Material except that it should not contain any price information (with Prices masked).
- 24.3.8.2. It should not provide any price information like, unit price, tax percentage, tax amount, AMC/ATS charges, Implementation Charges etc.
- 24.4. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as **“PART A- Technical Proposal for RFP 1/2018 dated 19/04/2018 for implementation of BUSINESS CORRESPONDENT SERVICES - HYBRID OPEX MODEL (KIOSK & MOBILE).**
- 24.5. Part B-Commercial Bid:**
- 24.5.1. Commercial Bid should be submitted as per the instruction in Annexure XII.
- 24.5.2. Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. Bill of Material should give all relevant price information as per **Annexure-XII.** Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.
- 24.5.3. Under no circumstances the Bill of Material should be kept in

Part A (i.e. Technical Proposal) Covers. **The placement of Bill of Material in Part A (i.e. Technical proposal) will make bid liable for rejection.**

- 24.5.4. 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.
- 24.5.5. 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.
- 24.5.6. 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.
- 24.5.7. The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank.
- 24.5.8. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as **“PART B-Commercial Bid for for RFP 1/2018 dated 19/04/2018 for implementation of BUSINESS CORRESPONDENT SERVICES - HYBRID OPEX MODEL (KIOSK & MOBILE).**

25. Application Money:

- 25.1. This document can be downloaded from Bank’s website <http://canarabank.com/english/announcements/tenders>. In that event, the bidders should pay the Application Fee of **Rs. 29500/-(non-refundable) (25000/- Plus GST)** for tender document by means of DD drawn on any scheduled Commercial Bank in favour of Canara Bank, payable at Bengaluru and submit the same along with **Part A -Technical Bids**
- 25.2. Submission of the Application Money in other than **“Part-A- Technical Bids”** is liable to be rejected on grounds of non-payment of the Application Money.
- 25.3. The Bidder shall bear all costs associated with the preparation and submission of the Bid and Bank will not be responsible for the costs, regardless of the conduct or outcome of the bidding process. The Bank is not liable for any cost incurred by the Bidder in replying to this RFP. It is also clarified that no binding relationship will exist between any of the respondents and the Bank until the execution of the contract.

26. Earnest Money Deposit (EMD)/Bank Guarantee In Lieu Of EMD:

- 26.1. The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) of **Rs.25,00,000/- (Rupees Twenty five lakhs Only)** for one cluster or **Rs 50,00,000/- (Rupees Fifty lakhs only)** for more than one cluster. by way of Demand Draft drawn on any Scheduled Commercial Bank In India in

favour of Canara Bank, payable at Bengaluru/ or Bank guarantee from a scheduled commercial Bank (other than Canara Bank) as per Annexure XV and should be kept along with the Part-A - Technical Proposal.

- 26.2.** 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 Annexure XV.
- 26.3.** Submission of EMD in other than Part A-Technical Bid Envelope is liable to be rejected on grounds of non submission of EMD.
- 26.4.** The EMD of the Bidders not qualified under Technical Proposal will be returned within 15 days after opening the Commercial Bid of the Technically Qualified Bidders. The EMD of Technically Qualified bidders will be returned upon the selected bidder accepting the order and furnishing the Performance Bank Guarantee as per Annexure XVI.
- 26.5.** The EMD may be forfeited/ Bank Guarantee may be invoked:
- 26.5.1.** If the bidder withdraws or amends the bid during the period of bid validity specified in this document.
- 26.5.2.** 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 and as per Annexure XVI.

27. 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.

28. Costs & Currency:

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

29. 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 tender guidelines and as unacceptable.

30. 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.

31. Submission of Bids:

31.1. The Name and address of the Bidder, RFP No. and Due Date of the RFP are to be specifically mentioned on the Top of the envelope containing Bid.

31.2. The bid/s properly superscribed in the manner prescribed in earlier clauses of this RFP should be deposited in the **Tender Box** at the Place, Venue, Date and Time mentioned below:

Last Date of submission of Bid	Day	Time	Venue
11/05/2018	Friday	Up to 3.00 PM	Canara Bank, Conference Hall, PC & FI WING HO NO 112 J C ROAD Bengaluru 560002

31.3. If the last day of submission of bids is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the last day for submission of the RFP. The Bid/s which is/are deposited after the said date and time shall not be considered.

31.4. Bids sent through post/courier will not be accepted/evaluated. Bids should be deposited in the Tender Box.

31.5. If the envelopes, including the outer envelope is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid's misplacement or premature opening.

31.6. The following officials will facilitate in bid related queries and make arrangements for deposit of bid documents.

First Official	Alternate Official
Mr. M N GIRISH DIVISIONAL MANAGER Canara Bank FINANCIAL INCLUSION SECTION PC & FI Wing HO Bengaluru - 560 002. Tel - 080 22130072	Mr. N GANESH Assistant General Manager Canara Bank FINANCIAL INCLUSION SECTION PC & FI Wing HO Bengaluru - 560 002. Tel - 080 22533861

31.7. In case bid documents are too bulky to be placed inside the tender box, arrangements will be made by the above mentioned officials to receive the tender. However, bidder should reach the venue before the date and time stipulated as per above clause 31.2.

32. Bid Opening:

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

Date	Day	Time	Venue
11/05/2018	FRIDAY	3.30PM	Canara Bank, Conference Hall, PC & FI WING HO NO 112 J C ROAD Bengaluru 560002.

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 (**Annexure-XIV**) enclosed.

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

32.2. 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.

32.3. 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 bid will be accepted up to 3.00 PM on the next working day and bids will be opened at 3:30 PM at the same venue on the same day.

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

32.4.1. Name of the Bidders.

32.4.2. Presence or absence of cost of the Bidding document and Bid security.

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

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

32.6. The **Part A-Technical Proposal** submitted by the bidder will be evaluated based on the Eligibility Criteria and functional requirements as per **Annexure VII** as stipulated in RFP document.

32.7. The Commercial Bid of only those bidders who are qualified in **Part-A Technical Proposal will be opened for arriving at L1.**

33. SELECTION OF BIDDER

33.1. Preliminary Scrutiny:

The Bank will scrutinise 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.

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 specifications and bidding document is submitted without any deviations.

33.2. Clarification of Offers:

33.2.1. 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.

33.2.2. 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.

33.3. Evaluation of Bid:

33.3.1. The Bank will evaluate the bid submitted by the bidders under this RFP. The Part A- Technical Proposal submitted by the bidder will be evaluated based on **Annexure-VII** of RFP. The Commercial Bid of only those bidders who qualified in Part A-Technical Proposal will be reckoned for evaluation purpose.

33.3.2. The Bid will be evaluated by a Committee of officers of the Bank. If warranted, the Bank may engage the services of external consultants for evaluation of the bid. It is Bank's discretion to decide at the relevant point of time.

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

33.4.1. Bidders are required to prepare for making necessary presentations as a part of the final evaluation in accordance with the responses given for the identified requirements any time after the last date for submission of bids.

33.4.2. Bidders are further required to be prepared to demonstrate the proposed solution by arranging for a product walk-through at their own installations/principals/R&D labs duly meeting the

specific requirements / issues raised by Bank. Bank may at its discretion as a part of the evaluation of the technical bid may request either all bidders or any of them to arrange for this demonstration of their product more than once if felt necessary before opening commercial bid.

- 33.4.3.** All expenses incurred in connection with the above shall be borne by the bidder. However, Bank shall bear the travelling, boarding and lodging expenses related to its own personnel and Consultants.
- 33.4.4.** Setting of evaluation criteria for product demonstrations shall be entirely at the discretion of Bank. The decision of Bank in this regard shall be final and in this regard, no correspondence shall be entertained.
- 33.4.5.** Bidders should arrange for visits to the reference sites wherein the product is successfully implemented by them. The bidder shall take necessary permission from the site owner and demonstrate the features and performance to Bank at their own cost. Bank prefers the Bidder to provide details of the organization as Reference with the details of contacts as mentioned in Annexure VI of the RFP Document. Bank would preferably want to have an onsite reference visit or a Telephonic conversation with the concerned.

33.5. Normalization of Bids:

- 33.5.1.** 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;

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

OR

Revised submissions of the entire bid in the whole

- 33.5.2.** 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.
- 33.5.3.** The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

33.6. 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 Proposal and Part B-Commercial Bid. The names of qualified bidders at each stage would be announced on the Notice Board/Bank's website (i.e. www.canarabank.com). Commercial Bids of only technical qualified bidders shall be opened. Final list of the bidders (L1, L2, L3....etc) will be announced as indicated above. No separate intimation will be sent to successful Bidder.

33.7. Correction of Error In Commercial Bid

Bank reserves the right to correct any arithmetical errors furnished in the Commercial Bid. If any such errors are noticed it will be rectified on the following basis:

- 33.7.1. Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.
- 33.7.2. If there is discrepancy in the total arrived at Bill of Material (addition, subtraction, multiplication, division and carryover of amount from one page to another), correct total will be arrived by the Bank and the same will prevail over the total furnished in the Bill of Material
- 33.7.3. If there is a discrepancy between words and figures, the rate/ amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case, the amount in figures will prevail, subject to the above two provisions.
- 33.7.4. If the bidder does not accept the correction of errors, the bid will be rejected.

33.8. Determination of L1 Price:

- 33.8.1. L1 Price will be determined after giving effect to arithmetical correction, if any.
- 33.8.2. The L-1 bidder will be determined on the basis of the lowest price quoted in the Commercial bid.
- 33.8.3. 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.
- 33.8.4. 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.
- 33.8.5. 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.

34. Proposal format:

- 34.1. The Bidder's proposal should effectively communicate their solution and be presented in the specified formats for Bank to assess alternatives. The proposal should contain an Executive Summary.
- 34.2. The Bidder needs to provide a confirmation on the veracity of soft copy submitted with the Hard copy submitted as per Annexure VIII.
- 34.3. Bidders should submit the technical evaluation sheet dully filled up as per annexure VII
- 34.4. The Executive Summary should provide an overview of the Bidder's organization, Bidder's products and services provided as part of the procurement. A brief description of the unique qualifications of the Bidder should then be provided followed by a summary on capabilities and past experience in implementing such projects.
- 34.5. The proposal should explain in detail with regard to the consortium Bidders in case the offer is a consortium bid. A summary of the activities of each member of the consortium and the relevant expertise is to be enclosed as a part of the Technical.
- 34.6. All pages of the Bid including Brochures are to be numbered as Page - of - --- total pages. The numbering should be done separately for Technical and Commercial bid, but not section wise.
- 34.7. The bidder needs to follow the Terms and conditions envisaged in the RFP without deviation in general and should submit a compliance statement as per the format in Annexure X"
- 34.8. All the members of the consortium need to provide a confirmation of abiding by the Terms and conditions envisaged in this RFP and should provide an undertaking to the said effect individually as per format in Annexure IX

35. Technical Bid:

- 35.1. Against each of the functional requirements, bidder's response is required to be noted for each of the sections as described under specific sections.
- 35.2. The bidder must provide his response to technical requirements in MS Office Suite of Products form in a structured and neat form.
- 35.3. Under no circumstances, the bidder while giving their response should change the information furnished by Bank under Technical, Functional and other requirements in any of the columns.
- 35.4. The commercial bid should not contradict or deviate from the technical bid in any manner.

36. Amendment to Bidding Document:

- 36.1. At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.
- 36.2. Notification of amendments will be put up on the Bank's Website and will be binding on all Bidders.
- 36.3. 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 the submission of Bids.

37. OVERVIEW OF EVALUATION PROCESS:

37.1. Submission of bids:

37.1.1. A duly authorized signatory of the Bidder under seal should authenticate all pages in the Bid. The signatory wherever necessary should submit a copy of the Power of Attorney / Board Resolution / letter from Director(s) or other relevant document authorizing him/her to sign the above bid documents on behalf of the Bidder. Responses submitted by a Bidder to this RFP represent a firm offer to contract on the terms and conditions described in the Bidder's response. The proposal in original (hard copy) will be accepted. No photocopy/ email of the proposal will be accepted.

37.1.2. The technical bid should be submitted in hard copy along with a soft copy in sealed envelope along with Earnest Money Deposit within the time stipulated in the RFP. The bidder has to keep the Technical and Commercial Bid in two separate sealed covers marked as 'Technical Bid for Implementation of BUSINESS CORRESPONDENT SERVICES - HYBRID OPEX MODEL (KIOSK & MOBILE) in Canara Bank - Cluster A/B/C/D/E/F' and 'Commercial Bid for Implementation of BUSINESS CORRESPONDENT SERVICES - HYBRID OPEX MODEL (KIOSK & MOBILE) in CANARA BANK- Cluster A/B/C/D/E/F'. The above sealed envelopes containing the Bids should be kept in a master envelop duly mentioning "BID FOR BUSINESS CORRESPONDENT SERVICES - HYBRID OPEX MODEL (KIOSK & MOBILE)in CANARA BANK - Cluster A/B/C/D/E/F".

37.1.3. The Name and address of the Bidder is to be specifically mentioned on the top of all the three envelopes.

37.1.4. The Bid should be deposited in the Tender Box kept at Canara Bank, FI Section, PC & FI wing, 2nd floor, 112, J C Road, Bangalore within the last date and time for submission of Bids. If last day of the submission of bids is declared a holiday under NI act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the last day for submission of RFP.

37.1.5. Bidder's confirmation of Bank's requirements should be categorical. Violation of these requirements will disqualify the bidder. Failure to provide information called for or vague response shall constitute violation of the Bid terms and such bids shall be summarily rejected.

37.2. Validity of bids:

- 37.2.1. Bids shall remain valid for 365 days from the date of opening of the Bid. A Bid valid for a shorter period may be rejected by the Bank as non-responsive.
- 37.2.2. In exceptional circumstances, the Bank may seek the Bidders' consent for extension of the period of validity. The request and the responses thereto shall be made in writing. Retention of Earnest Money deposit shall also be suitably extended.

37.3. Technical and Commercial Bid:

- 37.3.1. The technical Bid should provide complete details sought in the Appendixes and the Annexure of this RFP.
- 37.3.2. The bidder would be paid fixed charges specified in Appendix-VI for the services mentioned therein. The bidder would be required to offer the commercial bid for cash handling charges. The rate quoted by the Bidder should be inclusive of all taxes, duties and levies whatsoever applicable (except GST which will be reimbursed by the banks on actual basis) for the services proposed to be offered.

37.4. Opening of Bids and selection of Service Provider:

- 37.4.1. The technical bids of Bidders who have furnished the EMD as mentioned above will be opened in the presence of authorized representatives of the Bidders at CANARA BANK, 112 J C Road, HO Bangalore on the date and time specified above even if the representative of any bidder does not turn up at the specified time.
- 37.4.2. A minimum of two Bids should have been received by the Bank for each cluster.
- 37.4.3. The Bidders' names, withdrawals and the presence or absence of requisite EMD and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the time of Technical Bid opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.
- 37.4.4. The committee formed for evaluating the technical bids will examine the Bids to determine whether the documents are complete, are in the required formats, documents have been properly signed and the Bids are generally in order.
- 37.4.5. The above mentioned committee may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.

- 37.4.6.** The above mentioned committee will examine whether the Bid and the Bidder is eligible in terms of the Eligibility Criteria specified in the RFP and the decision of the Bank shall be final and binding on all parties.
- 37.4.7.** During evaluation of the Bids, the above mentioned committee, at its discretion, may ask a bidder for clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.
- 37.4.8.** Evaluation of the technical bid will be taken up first on the parameters mentioned in the bid and bidders who attains a minimum of 75% marks only will be qualified for further processing.
- 37.4.9.** Evaluation of technology and technical bids will be done by a committee. The bidders who qualify in the technical bid will be shortlisted. The commercial bid will be opened in the presence of representatives of bidders who are shortlisted in the technical bid. The Reverse Auction process of bidding will be followed. Only the technically qualified bidders will be asked to participate in the reverse Auction, which will be conducted for this purpose. The minimum bid amount in the commercial bid will be the basis for reverse auction. The business rules, term and conditions of the Reverse Auction process will be provided to the selected bidders in due course.
- 37.4.10.** The L-1 bidder will be determined on the basis of the lowest price quoted in the Reverse Auction cluster wise. Ranking will be done for all the bidders such as L2, L3 etc.
- 37.4.11.** The bidder quoting the lowest charges (L1) will be selected in the process to be engaged as Service Provider. The lowest charge will be calculated based on the rates quoted through bill of material in the commercial bid comprising of fees for cash handling.
- 37.4.12.** In case other bidders are prepared to match the commercials of L1, then Banks may at its discretion allot 60% to L1 bidder and balance 40 % may be allotted to other bidders. Further the allocation of centre's within the cluster will be at the sole discretion of the Bank.
- 37.4.13.** In case L1 bidder is unable to establish any centre within the stipulated period then a penalty of Rs 1000/- per day will be levied to the BC subject to a maximum of Rs 10000/- per month till the establishment of the centre. Bank will also at its discretion allot such centre/s to other service providers.
- 37.4.14.** IN cases wherein any L1 bidder is unable to start the operations/fail to operate to the satisfaction of the Bank then

Bank will at its discretion allocate the entire cluster to one or more service providers who are offering services at other Clusters.

37.4.15. The rates quoted by the Service Provider will be valid for the duration of the tenor of the agreement.

37.5. Evaluation Methodology:

- 37.5.1.** Bank will prepare a list of Bidders based on evaluation by a Committee of the Bank. The short-listing will be based on various parameters such as compliance with pre-qualification criteria as per terms of the tender documents, functional fit of the solution to the requirements of the Bank, responses, past experience, site-visits (if deemed necessary), referrals, presentations, technology, etc in addition to technical compliance of the solution offered by the bidder vis-à-vis the technical specifications given in the technical bid forms.
- 37.5.2.** Prior to detailed evaluation Bank will determine the substantial responsiveness of each Bid to the Bidding Document. Substantial responsiveness means that bid conforms to all terms and conditions of the Pre-Qualification Criteria and Bidding Document without any material deviations.
- 37.5.3.** The Bank may call for any clarifications/ additional particulars required, if any, on the technical bids submitted by the bidder. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time.
- 37.5.4.** Bank reserves right to call for a presentation on the features etc., from the short listed Bidders based on the technical bids submitted to make an evaluation. The commercial bids of the technically qualified bidders only will be considered for commercial bid evaluation.
- 37.5.5.** Bank reserves the right to evaluate the bids on technical and functional parameters including possible visit to inspect live sites of the Bidder and witness demos of the system and verify functionalities, response times, etc.
- 37.5.6.** Technical evaluation will take into consideration the capability of the bidder to implement the proposed solution.
- 37.5.7.** Only those bidders whose Technical bids have been found substantially responsive would be intimated by the Bank about their responsiveness and about the revised/updated Technical & Functional Specification (if any). In case of normalization and/or revision, they would also be advised to submit fresh "Price Bid" which should either be equal to or less than the prices quoted in the Original Price Bid where there is no upward revision of specifications.
- 37.5.8.** Bill of Materials (masked price schedule) submitted along with Technical Bid will be first evaluated and if the bank, during the evaluation, deems it fit, may request the bidder to revise the bill

of materials submitted at the same price originally quoted in the pricing schedule. If the bidder does not agree to revise the same within 5 days from the date of notification to revise, the price bid submitted will be considered non-responsive and accordingly rejected.

- 37.5.9. The bank may use the services of external consultants for bid evaluation, if required.
- 37.5.10. The bank will evaluate and compare the Price Bids, of all the technically short-listed Bidders.
- 37.5.11. L1 will be decided on the basis of rate quoted for cash handling in the Price Schedule
- 37.5.12. Bank reserves right to normalize the commercial bids based on total cost of ownership. Normalization of the Commercial Bids will be considered to bring all the technically short listed Bidders at par for computing total cost of ownership, if required. The procedure will be declared at the time of commercial bid opening.
- 37.5.13. Evaluation criteria, evaluation of the responses to the RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion. Its decision shall be final and no correspondence about the decision shall be entertained.
- 37.5.14. Bank reserves the right to cancel the bidding process for any or some or all the clusters for which the RFP is floated at the sole discretion of the Bank.

38. Bank's right to accept any Bid and to reject any or all Bids:

- 38.1. The Bank reserves the right to accept or reject any Bid /offer received in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract of award, without thereby incurring any liability to the affected or Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action. The Bank reserves the right to reject any Bid on security and/or other considerations without assigning any reason.
- 38.2. The Bank reserves the right to cancel the entire Bidding/procurement process at any stage without assigning any reason whatsoever.

39. COMMERCIAL BID:

39.1. General:

- 39.1.1. The commercial bid should be enclosed in a separate sealed envelope. Cost figures should be presented separately for each of the bill of materials mentioned as per Annexure XII
- 39.1.2. The Bidder to quote in Indian Rupees only and bids in currencies other than INR would not be considered.
- 39.1.3. The prices and other terms offered by Bidders must be in force for a period of 365 days from the date of opening of the commercial bid.

- 39.1.4. All costs should be inclusive of all taxes, duties, charges and levies of State or Central Governments, as applicable, at the date of signing the Agreement and subject to deduction of all statutory deductions applicable, if any. The benefits realized by Bidder due to lower rates of taxes, duties, charges and levies shall be passed on by Bidder to Bank.
- 39.1.5. The Bidder has to include all costs like Travel, Lodging & Boarding, Local Travel expenses, etc incurred during the implementation as a part of the Bill of Materials and Bank will not bear any additional costs on these.
- 39.1.6. The prices quoted by the Bidders shall include all costs such as Taxes, Custom Duties, Levies, Cess, Installation, Insurance, etc. that need to be incurred.
- 39.1.7. The prices quoted shall include transportation to the respective sites and insurance till completion of the acceptance process by Bank. The prices should include the charges payable for carrying out any modification, changes / upgrades to the Financial Inclusion Plan or other equipment or software that is required to be made in order to comply with any statutory or regulatory requirements.
- 39.1.8. The Bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes, inflationary pressures over the contract period etc. shall not affect the Rupee value of the commercial bid, over the validity period of the bid.
- 39.1.9. The price bid should include all the costs for the industry wide changes to the solution or changes that may be required due to a change in law arising during the subsistence of the agreement and the Bidder should provide with the details of all such items considered in the RFP.
- 39.1.10. In case of any revision (upward or downward) in Government levies, taxes, cess, excise, custom duty etc. after the submission of the price bid and up to the date of invoice, the benefit or burden of the same shall be passed on or adjusted to Bidder.
- 39.1.11. For all the taxes, penalties, levies, cess or charge, other than entry tax or octroi, charged by the tax authorities of any State including any Local authorities like Corporation, Municipality, Mandal, Panchayat or any State Govt. or Statutory authority for any of the items or supplies made by the Bidder for any reason including the delay or failure or inability of the Bidder to make payments and if paid by Bank as per the specific request of the bidder, Bank has to be reimbursed by the Bidder for all such amounts on being informed with documentary evidence.
- 39.1.12. Terms of payment indicated in the RFP shall be final and binding on the Bidder and no alternate terms and conditions proposed in the RFP shall be considered.

39.2. Performance Guarantee:

- 39.2.1. The successful bidder should submit a Security Deposit/ Performance Guarantee within 30 days from the date purchase order as below:

- 39.2.2. For clusters A,B,C,D & F - for one cluster alone Rs. 1 crore
For cluster - e - alone Rs. 50 lakh
- 39.2.3. For Multiple Cluster, for the first Cluster Rs 1 Crore or Rs 50 lakhs as per 39.2.2 above and Rs 50 lakhs for each of the additional clusters allotted.
- 39.2.4. The performance Guarantee should be for 4 years (three years plus a claim period of 1 years).
- 39.2.5. The successful bidder should submit Security Deposit by way of DD favouring Canara Bank / Performance Bank Guarantee issued by a Scheduled Bank (other than Canara bank) in India as per Annexure XVI.
- 39.2.6. Security deposit if submitted in the form of Performance Bank Guarantee, the guarantee period should be valid for 48 months from the date of placing the order.
- 39.2.7. The security deposit / bank guarantee will be discharged by the bank and returned to the bidder one year after the successful completion of implementation of BUSINESS CORRESPONDENT SERVICES - HYBRID OPEX MODEL (KIOSK & MOBILE).
- 39.2.8. The selected bidder shall be responsible for extending the validity date of the bank guarantees as and when it is due to coincide, on account of delay in completion of the project
- 39.2.9. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended or fails to execute the contract Agreement or if the selected bidder fails to complete his obligations under the contract. The proceeds of the guarantee shall be payable to the bank as compensation for any loss from the selected Bidder's failure to complete his obligations under the contract.

40. Organization of bid:

40.1. Submission of Bids:

The technical bid should be submitted in a sealed cover containing the following:

- 40.1.1. Covering letter duly signed by the authorized signatory
- 40.1.2. Executive Summary
- 40.1.3. Duly filled up Annexure I to X
- 40.1.4. Letter with details of authorized signatories who can represent the bidders
- 40.1.5. Bidders response to functional requirements
- 40.1.6. Bidders response to technical requirements
- 40.1.7. Bill of Materials without any commercial details
- 40.1.8. All Documents/declaration as mentioned under - prequalification / Eligibility Criteria
- 40.1.9. Soft copy of the technical bid in formats supported by Microsoft Office suite of products
- 40.1.10. DD/BG towards EMD amount as per Annexure XV
- 40.1.11. DD towards Application fees if the document is downloaded from bank's Web site.
- 40.1.12. Copy of the Agreement to be entered with BCA.

40.2. The commercial bid should be submitted in a sealed cover containing the following:

- 40.2.1. Covering letter duly signed by the authorized signatory
- 40.2.2. Table of contents
- 40.2.3. Bill of Material along with the costs - Annexure XII
- 40.2.4. Duly filled Annexure XII
- 40.2.5. Soft copy of the commercial bid in formats supported by Microsoft Office suite of products as per the format

41. Awarding of Contract:

- 41.1. The Bidder whose commercial bid is accepted and quotes the lowest bid in reverse auction will be referred to as selected Bidder and Bank will notify the name of the selected Bidder by displaying in the Notice board of Bank.
- 41.2. The contract shall, be awarded and the order shall be placed on selected Bidder. Bank releases the order either in Full or in part or place more than one order towards the contract based on banks requirements.
- 41.3. 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.
- 41.4. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder
- 41.5. On failure of the selected bidder to accept the order with in stipulated time, Bank shall be at liberty to proceed with other technically qualified Bidders within the purview of the same RFP by calling for fresh commercial quotes either considering existing commercial quote or fresh commercial quote. The initially selected bidder stands disqualified for further participation in the subject bid.
- 41.6. Within 15 days from the date of acceptance of the order by the selected bidder, the bidder shall sign a stamped "Contract agreement" referred to as Contract in this RFP, with Bank, at the time, place and in the format prescribed by Bank. All stamp duty charges applicable on the agreement shall be borne by the selected bidder. The selected bidder must submit a performance guarantee(of any scheduled Bank other than Canara Bank), as per the format provided by the Bank, within 30 days from the date of purchase order, valid till completion of the project and warranty period, as below:
 - a) For clusters a,b,c,d & f - for one cluster alone Rs. 1 crore
 - b) For cluster - e - alone Rs. 50 lakh
 - c) For multiple clusters, - Rs. 1 crore or Rs 50 lakhs as per a) or b) above and additional of Rs. 50 lakhs for each cluster
 - d) The performance Guarantee should be for 4 years (three years plus claim period of 1 years).

41.7. The security deposit / bank guarantee will be discharged by the bank and returned to the bidder one year after the successful completion of implementation of BUSINESS CORRESPONDENT SERVICES - HYBRID OPEX MODEL (KIOSK & MOBILE).

42. Intellectual Property Rights:

42.1. 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.

42.2. 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.

42.3. 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.

42.4. 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.

43. REPRESENTATIONS AND WARRANTIES:

- 43.1. The Bidder warrants that they have obtained all necessary corporate approvals to enter into an Agreement and that no consent, approval, or withholding of objection is required from any governmental authority with respect to the entering into or the performance of this project. The bidder further warrants that they are under no obligation or restriction, nor shall they assume any such obligation or restriction, that would in any way interfere or conflict with, or that would present a conflict of interest concerning, any obligations under this project .
- 43.2. Bidder warrants that it shall perform the Services in a professional and workmanlike manner and materially in accordance with the applicable specifications in the RFP.
- 43.3. The Bidder represents that it is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.
- 43.4. The Bidder represents that it has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.
- 43.5. The Bidder represents that the submission of responses to the RFP execution, delivery and performance under an Agreement entered in case the Bidder is selected:
- 43.6. Will not violate or contravene any provision of its documents of incorporation;
- 43.7. Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
- 43.8. Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- 43.9. To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

44. COMPLIANCE WITH LAWS:

- 44.1. The Bidder shall undertake to observe , adhere to, abide by, comply with and notify Bank about all laws in force or as are made applicable in future, pertaining to or applicable to them , their business , their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- 44.2. The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc, as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and Bank shall give notice of any such claim or demand of liability within reasonable time to the Bidder.
- 44.3. The Bidder agrees that the Bidder shall not be entitled to assign / sub lease any or all of its rights and or obligations under this tender and subsequent Agreement to any entity including Bidder's affiliate without the prior written consent of Bank
- 44.4. In case Bank undergoes a merger, amalgamation, takeover, 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 of the Bidder under this RFP.

45. CANCELLATION OF THE ORDER AND TERMINATION OF CONTRACT:

- 45.1. Bank reserves its right to cancel the order and terminate the contract in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to Bank alone:
- 45.2. Delay in customization / implementation / installation beyond the specified period that is agreed in the contract that shall be signed with the successful Bidder; and
- 45.3. Serious discrepancy in the quality of service / hardware / software expected during the implementation, rollout and subsequent maintenance process.

- 45.4. In case of order cancellation, any payments made by Bank to the Bidder would necessarily have to be returned to Bank with interest @ MCLR +3.5%+2% as per the prevailing MCLR of the bank.
- 45.5. Notwithstanding anything contained in this agreement, Bank shall terminate this agreement if it is found that the project envisaged under this RFP could not be taken place on account of change in policy /guidelines of the Bank/Government/RBI or any other regulatory/authority.
- 45.6. Failure to observe the time schedule as mentioned in point No 60 of the RFP for implementation, appointment and rollout.
- 45.7. If there is contravention as provided under Clause 62
- 45.8. If violation of integrity pact or social media policy is detected at any stage.

46. TERMINATION:

- 46.1. Bank shall have the option to terminate the RFP in whole or part thereof by giving the Bidder at least 30 days notice in writing provided that bank agrees not to terminate this RFP during which period the Bidder shall complete the implementation of the project.
- 46.2. Notwithstanding anything contained herein above, Bank shall be entitled to terminate this RFP if the;
- 46.3. Bidder breaches any of its obligations set forth in RFP and the said breach is not cured within 30 days after Bank gives written notice
- 46.4. **Effect of Termination**
- 46.4.1. The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the contract.
- 46.4.2. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.
- 46.4.3. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services

47. Indemnity:

- 47.1. 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:
- 47.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder or by his agents;

47.1.2. Any contravention or Non compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;

47.2. 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 Solution supplied by them.

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

47.2.2. The limits specified in the above said 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.

47.2.3. All Employees/ agents 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.

47.2.4. The service provider will be held accountable for any untoward incidents and the reputation risks to the bank.

48. 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 provided to the Bank under this RFP and the vendor shall extend all cooperation in this regard.

49. Assignment:

49.1. The vendors 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.

49.2. 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 Vendor under this RFP.

50. Publicity:

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

51. Insurance:

The Hardware/ furniture/fittings/cash on hand and cash in transit are to be insured by the bidder against all risks of loss or damages.

52. Confidentiality and Non-Disclosure

- 52.1. The 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. 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 bidder shall furnish an undertaking as given in Annexure-XVIII.
- 52.2. 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.

53. Corrupt And Fraudulent Practices

- 53.1. 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:
- 53.2. "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
- 53.3. "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.
- 53.4. 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.
- 53.5. 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.
- 53.6. 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.
- 53.7. 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.

53.8. The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor by the Bank.

54. Adoption of Integrity Pact:

- 54.1. The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.
- 54.2. Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- 54.3. The Bidders shall submit signed Pre Contract integrity pact as per **Annexure XIII** along with Part-A Technical Bids. Those Bids which are not containing the above are liable for rejection.
- 54.4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principal or associates
- 54.5. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti corruption principle.
- 54.6. Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 54.7. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.
- 54.8. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 54.9. Integrity pact shall be signed by the person who is authorized to signed the Bid.
- 54.10. The Name and Contact details of the Independent External Monitor(IEM) nominated by the Bank are as under:

Sri. Dilip Mavinkurve, Email:dilipmav@gmail.com	Sri. Hari Santosh Kumar Email:hsantoshkumar50@gmail.com
--	--

55. Resolution of Disputes:

All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (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.

56. 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.

57. Human Resource Requirement:

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

- 57.1. The 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.
- 57.2. The 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 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.
- 57.3. In case the performance of the Bidder/their CSP/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, The Bidder shall have to replace the said person within the time limits stipulated by the Bank. Where the Bidder fails to comply with the Bank's request, the Bank may replace the said person or their agents/employees on its own.
- 57.4. No right to employment in the Bank shall accrue or arise to the employees or agents of the Bidder, by virtue of engagement of employees, agents, etc. of The Bidder for any assignment under this project. It is further clarified that the arrangement herein with the Bidder is a contract for service.
- 57.5. The Bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for all critical activities.
- 57.6. The Bidder shall extend all of the outsourced banking and financial services by deploying such personal that have high integrity and meet the qualifications and other criteria stipulated by the Reserve Bank of India , Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time ,as per the provisions of Minimum Wages Act 1948.

58. Legal Disputes and Jurisdiction of the court:

- 58.1. 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/pro 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.
- 58.2. 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 agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably then the parties shall be subject to the exclusive jurisdiction of the courts in Bengaluru and the parties agree to submit themselves to the jurisdiction of such court as this RFP/contract agreement shall be governed by the laws of India.

59. SERVICE AGREEMENT AND PENALTIES:

- 59.1. Upon completion of the selection process, the bank shall enter into agreement with the Successful bidder who shall agree to the terms and conditions stipulated by the Bank which among other conditions will also include the following:
- 59.2. The Successful bidder should agree to the performance standards stipulated by the Bank and comply with all the Standard Operating Procedures (SoPs) prescribed by the bank.
- 59.3. The service provider should maintain all records and registers as per the instructions of the Bank and ensure safe custody of all records and documents.
- 59.4. The Bank shall be entitled to inspect and audit the records maintained by the service provider through its officers or auditors / representatives and the service provider shall provide access to the officers and representatives of the Bank.
- 59.5. The service provider should allow access to RBI or persons authorized by RBI to inspect and access documents / records and obtain copies of records.
- 59.6. It will be the sole responsibility of the Service Provider to provide uninterrupted service to the customer in the technology platform provided by them barring unusual situations or calamities like flood, earth quake, etc.
- 59.7. The service provider and its representatives should maintain secrecy and confidentiality of all records and information in respect of the outsourced service.

- 59.8.** The service provider should indemnify the Bank for breach of confidentiality and obligations by the service provider, its representatives and agents at the first demand by the Bank.
- 59.9.** The 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 all hardware and software used by them.
- 59.10.** The Service provider shall ensure all technology compliances and maintenance requirements as may be prescribed by the Bank. The Service Provider will also have to meet the prescribed requirements that may be stipulated by the bank to be maintained at the BCOs (Service Level Agreement is furnished as part of BC Agreement). A well-defined disaster recovery and business continuity plan, both from technology as well as from business angle, should be in place as per the satisfaction of the Bank. If the SP enters into a separate agreement with any Technology Service Provider (TSP), the agreement must be got examined and approved by Bank and that agreement must have a clause enabling Bank and/or RBI to verify/ audit all the papers/documents, data base, reports, files, etc. relating to the transactions/accounts, maintained either manually or through any computer system or in any other medium.
- 59.11.** The Successful Bidder should provide indemnity to the Bank against all claims, costs and actions for all commissions and omissions by the service provider and its representatives.
- 59.12.** The Business Correspondent should not collect non-refundable deposits from BCAs.
- 59.13.** All infrastructure item including kiosks, Hand Held Device, etc., will be owned by Business Correspondent.
- 59.14.** The Business Correspondent should not, in any way, convey to the BCAs that they can claim jobs with the bank on account of becoming BCA.
- 59.15.** BC will enter into a comprehensive agreement BCA. A copy of such agreement is to be submitted along with the Technical Bid. Any suggestion given by the bank should be incorporated in the BCA agreement.
- 59.16.** If the BCA is engaged as a recovery agent /Business facilitator by the bank, bank will enter into separate agreement with the BCA. In such case all payment towards the Business facilitator activity will be paid to the BCA.
- 59.17.** The Banks shall have the right to terminate the agreement by issue of notice without assigning reason and also in the case of breach of contractual obligations by the service provider separately.
- 59.18.** A BC agreement format will be as per Bank/IBA draft.
- 59.19.** In the case of failure on the part of the SP to open KIOSK /mobile BC (HHM) at any allotted centers a penalty of Rs 1000 per day for the period beyond the permitted time line will be levied subject to a maximum penalty of Rs 10,000 per month till the establishment of the centers. Bank also reserves its right to offer the centre/s to other bidders/service provides solely at its discretion.

60. Time Schedule:

60.1. Bidder/s have to implement the solutions in the clusters within 45 days of issuance of work order for the first lot, including integration with Banks gateway. Subsequently the locations will be provided in lots for each cluster separately, in stages, as per the requirements of the Bank. For the Subsequent lots the bidder should ensure that the solution is operational within 30 days from the date of work order/intimation.

60.2. All activities such as engaging BCs, customers transaction etc and installations of Hardware/Software etc. for BCs, should be as per the requirements of RFP.

60.3. The details of the time schedule is as follows:

FOR THE FIRST LOT	Appointment of BCAs & Roll out of Solution for all identified locations within the allotted clusters.	Within 45 days from the date of placing work order / intimation, in all identified locations including interface with banks Gateway.
FOR SUBSEQUENT LOTS	Appointment of BCAs & Roll out of Solution for all identified locations within the allotted clusters.	Within 30 days from the date of placing work order / intimation, in all identified locations including interface with banks Gateway.

60.4. A detailed Schedule will be drawn up by the Bank and shared with selected bidder/s at the time of placing order.

60.5. The delay in compliance/supply of the above items will result in penalty as below

60.6. The process of enrollment of accounts (at least one family one account) is to be completed with in 18 months of signing the agreement.

60.7. Without prejudice to the bank's right to terminate the agreement, for any defective service or inability to provide the service for any reason or for non-functioning of the BCO for any reason, beyond 10 (Ten) working days continuously, a penalty @ Rs. 1000/- per day (from the 11th day onwards) may be levied for each of the Business correspondent outlet with a maximum of Rs 10000.00 per month per centre. The penalty will come into force after three month from the date of activation of BCO and will be levied on BC.

61. Period of contract:

The period of contract shall initially be for a period of 3 (three) years from date of acceptance. Bank also reserves its right to renew the contract after 3 years on the same terms and conditions at mutually agreed revised/revisited commercials between the Bank and the Selected Bidder. In case of shifting of the services to a new Service Provider, due to deficiency in the services extended by Selected Bidder during the period of the contract or due to policy changes, which warrants switching over to new solution, the existing Selected Bidder shall extend all required support for smooth switch over.

62. REVIEW OF SERVICES:

- 62.1. The performance of the Business Correspondent will be reviewed, BCO wise, by the bank every month initially, and thereafter at such intervals as the bank may decide. A Steering Committee at branch level/RO level/ Circle level consisting of Bank officials, representative of Business Correspondent and the concerned BCAs will also interact every month to identify and address bottlenecks in BC operation. The bank reserves the right to terminate the contract at any point of time if,
- 62.2. The services are found to be unsatisfactory;
- 62.3. There is a consistent failure to maintain the customer satisfaction;
- 62.4. Desired levels of output by the Business Correspondent are not met;
- 62.5. There is a discrepancy found in the accounts maintained by the Business Correspondent and the records of the Bank;
- 62.6. The customers serviced by the Business Correspondent complain to the Bank that the Business Correspondent is inefficient;
- 62.7. There is fraud in the accounts handled by the Business Correspondent/BCA; or
- 62.8. If the NPAs in the loans sourced by BCA are abnormally high, that is, the percentage of NPAs in the loans sourced by the BCA in comparison to the other NPA of the branch.
- 62.9. Any other reason which in the opinion of the bank is not conducive to the continuation of the Services of the Business Correspondent.
- 62.10. However, before terminating the contract, the bank will give a written notice specifying the defects in services to the Business Correspondent and seek rectification of the defects within a period of 30 days. In case the defects are not rectified, the contract with the Business Correspondent will be terminated.
- 62.11. It is expected that BCAs are engaged and are activated in the locations mentioned in Appendix- I of this RFP within 45 days of award of contract/ work order and 30 days for the subsequent lots. Shortfall of more than 20% in achieving the above targets will result in the services being treated as 'unsatisfactory'.
- 62.12. The Bank shall not be liable for the acts of omission and/ or commission of the BCA engaged by the Business Correspondent. The Business Correspondent is responsible for compliance of all applicable laws and regulations in relation to the BCA engaged by them and the BCA engaged by the SP shall not be eligible to claim any benefit or fee or charge from the Bank. The Business Correspondent is responsible for all performance

of obligations under the agreement and the Bank shall have no obligation towards the BCA engaged by the Business Correspondent.

63. PAYMENT TERMS:

- 63.1. Payment will be made by the Bank on monthly basis in arrears on aggregated basis within 20 days on submission of original invoices by the Business Correspondent duly countersigned by authorized signatory. Payment will be made for the enrollments completed in all respects i.e. demographic data, photo and biometrics with CBS account number. Payment for transactions will be done for all the transactions excluding accommodative transactions. No payment will be done for balance enquiry.
- 63.2. The BC is eligible for charges stipulated under Appendix VI and cash handling charges as per the agreed rates and BC should pass on a minimum of 80% of these charges to the BCA. The cash handling charges shall be paid as per the outcome of the RFP, subject to a maximum cap of Rs 20 /- on the individual cash transactions. For non base branch customer financial transactions a maximum cap of Rs 5 /- will be paid.
- 63.3. BC shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employees, agents and representatives and in particular Laws relating to terminal benefits such as minimum wages, Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the Bank shall have no liability in this regard.

64. FORCE MAJEURE:

- 64.1. The Business Correspondent or the Bank 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 Business Correspondent or the bank, i.e. Force Majeure. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, floods, epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the Business Correspondent 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.
- 64.2. 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 180 days, the Bank and the Business Correspondent 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 Business Correspondent.

65. COMPLIANCE WITH STATUTORY AND REGULATORY PROVISIONS:

It shall be the sole responsibility of the Business Correspondent/Bidder to comply with all statutory and regulatory provisions while delivering the services mentioned in this RFP.

66. SOCIAL MEDIA POLICY:

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

The following acts on the part of personnel of the Bank or Contractor 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.

67. Taxes and Duties:

67.1. The Business Correspondent shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc.

67.2. Providing clarifications/particulars/documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc will be the responsibility of the Business Correspondent at his cost.

67.3. Tax deduction at Source - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Business Correspondent. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Business Correspondent from his responsibility to pay any tax that may be levied in India on income and profits made by the Business Correspondent in respect of this contract.

67.4. The BC/Service provider shall deduct such applicable taxes out of the payments made to the BCAs and remit to the concerned authorities within the stipulated time line. The Bank shall not be responsible for the same whatsoever.

68. TERMS AND CONDITIONS FOR THE PROPOSAL:

68.1. Bank invites the Bidder's attention to the following terms and conditions which underline this RFP and which provide a statement of understanding between the interested parties.

68.2. Bank reserves the right to accept or reject any and all proposals, to revise the RFP, to request one or more re-submissions or clarifications from one or more Bidders, or to cancel the process in part or whole. No Bidder is obligated to respond to or to continue to respond to the RFP.

Additionally, Bank reserves the right to alter the specifications, in part or whole, during the RFP process, and without re-issuing the RFP. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP and subsequent presentations and contract negotiation processes.

- 68.3. Responses submitted by a Bidder to this RFP represent a firm offer to contract on the terms and conditions described in the Bidder's response. The proposal must be signed by an official authorized to commit the bidder to the terms and conditions of the proposal. Bidder must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official.
- 68.4. In cases where in other bidders also offer to match the price of L1 bidder then Bank will at its discretion allot 60% of the locations to the L1 bidder and the balance locations will be allotted to the other Bidders (L2,L3 etc). Bank will allot the locations at its discretion amongst the bidders within the Cluster for which they have submitted their bids.
- 68.5. The RFP and all supporting documentation/templates are the sole property of CANARA BANK and shall NOT be redistributed without the prior written consent of CANARA BANK. Violation of this would be a breach of trust and may, inter-alia cause the Bidder to be irrevocably disqualified. The aforementioned material must be returned to CANARA BANK when submitting the Bidder proposal, or upon request. In case the Bidder is not interested in responding to the RFP, the RFP documents and any appendix must be returned to CANARA BANK immediately.

69. BY SUBMITTING A SIGNED BID, THE BIDDER CERTIFIES THAT:

- 69.1. 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.
- 69.2. The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
- 69.3. No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- 69.4. 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.
- 69.5. The Bank is not responsible for any assumptions or judgments made by the Bidders for arriving at any type of sizing or costing. The Bank at all times will benchmark the performance of the Bidder to the RFP documents circulated to the Bidders and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the Bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents.

- 69.6.** The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfil 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 proposed Bidder solution requirements. 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.
- 69.7.** The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations.
- 69.8.** The successful bidder shall not assign to any one, in whole or in part, its obligations to perform under the Contract, except with the Bank's written consent. Merger, demerger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc of the successful bidder shall be done only with the previous written consent of Bank.

If the Purchaser undergoes a merger, demerger amalgamation, take over, consolidation, reconstruction, change of ownership etc. without Bank's consent in writing, in that event, without prejudice to Bank's right to terminate the contract, the agreement shall be voidable at the sole discretion of Bank.

70. Liabilities of the Bank:

This RFP is not an offer by the Bank, but an invitation for bidder response. No contractual obligation whatsoever shall arise on the Bank from the RFP process unless and until a formal contract is signed & executed by duly authorized officers of the bank and the bidder.

71. Proposal Format:

As the bidder's proposal is central to the evaluation & selection process, it is important that the bidder carefully prepares the proposal as per the prescribed formats 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 proposals but in a separate annexure. Correct and current technical details must be completely filled in. The appendix/annexure to this RFP shall form integral part of the RFP.

72. Ownership:

The RFP and all supporting documents are the sole property of the Bank and violation of the terms of this RFP will be a breach of trust and breach of the initial contract conditions and the Bank has a right to initiate any action deemed appropriate.

GENERAL MANAGER