

**REQUEST FOR PROPOSAL (RFP)**

**SELECTION OF VENDOR FOR END TO END PRINTING & STATIONERY  
MANAGEMENT**

**(OUTSOURCING MODEL OF BOOKS, FORMS & STATIONERY MANAGEMENT)**

**IN THE BANK  
RFP REFERENCE NO.**

**GAW:SS:ENQ-1/09-2018 DATED: 12-Sep-2018**

**CANARA BANK**

**STATIONERY SECTION**

**No. 2-3-4, Ground Floor, Featherlite Spectrum,  
New Timber Yard Layout, Mysore Road  
Byatarayanapura, Bengaluru - 560026**

**☎: 080 - 26759478, 26759496**

**✉ : [hostationery@canarabank.com](mailto:hostationery@canarabank.com)**

**PART 1: INVITATION TO BID**

With a view to implement a suitable outsourcing model for End to End Printing & Stationery management of various Branches / Offices Pan India, Canara Bank having its Head Office at No.112, J.C.Road, Bengaluru - 560 002 (hereinafter referred to as **the Bank**), proposes to invite **Request for Proposal (RFP)** from the well established organizations (hereinafter referred to as "**Bidder**") who are capable and willing to undertake supplying various types of Books, Forms, Stationery Items etc., as required by the branches and offices of **the BANK** within the given timeline and also provide MIS and suitable system/mechanism for redressal of the complaints & grievances, in an efficient manner based on a robust IT platform which, if so required, can be seamlessly integrated with the IT system of **the Bank** and as per the details listed out in this document.

**The Bidder** should have the capability/capacity to deliver the books/forms/stationery items in a prompt and timely manner across the 7200+ branches / offices of **the Bank** located in various different states of the country (including a large number of branches in rural and hilly areas) and also to the Branches/Offices that are likely to be opened during the contract period. This apart, **the Bidder** should have the capability to meet the scope of work.

The RFP document is made available in the Bank's website which can be accessed through the web address [www.canarabank.com](http://www.canarabank.com)

The RFP bid document shall be submitted to the office of:

**The General Manager**  
**Canara Bank**  
**Stationery section**  
**General Administration Wing**  
**Head office, No. 2-3-4, Ground Floor**  
**Featherlite Spectrum, New Timber Yard Layout**  
**Mysore Road, Byatarayanapura**  
**Bengaluru - 560026**  
**Email: [hostationery@canarabank.com](mailto:hostationery@canarabank.com)**

Please note that every information sought in the tender document, shall invariably be furnished.

Incomplete information may render the proposal liable for rejection.

All Bids shall invariably be accompanied by Earnest Money Deposit as specified in the RFP document.

The documents/information provided by **the bidders** in response to this RFP document will become the property of the Canara Bank and shall not be returned.

**Canara Bank** reserves the right to amend, rescind or reissue this RFP and all amendments shall be advised to **the bidders** and such amendments shall be binding on them.

**Bid Details in Brief**

Sl. No.	Description	Details
1.	RFP No. and Date	<b>GAW:SS:ENQ-1/09-2018 DATED</b> 12-Sep-2018
2.	Brief Description of the RFP	Providing an “End to End Printing & Stationery Management Solution in the Bank i.e. printing/procurement of all the Books/forms/stationery items in specified formats and supplying the same within specified TAT to the branches/offices as per online requisition/indenting made through software applications (which, if needed, can be seamlessly integrated with the IT platform of the Bank) apart from generating MIS and support services.
3.	Bank’s Address for Communication and Submission of Tender	The General Manager Canara Bank Stationery section General Administration Wing Head office, No. 2-3-4, Ground Floor Featherlite Spectrum New Timber Yard Layout Mysore Road, Byatarayanapura Bengaluru - 560026  Tel - 080-26759478, 26759496 Email: <a href="mailto:hostationery@canarabank.com">hostationery@canarabank.com</a> Senior Manager, Stationery Section
4.	Date of Issue	12/09/2018
5.	Last Date of Submission of Queries for Pre Bid Meeting	24/09/2018, 3.00 PM
6.	Date of Pre Bid Meeting	25/09/2018, 3.00 PM
7.	Last Date of Submission of Bids	11/10/2018, upto 3.00 PM
8.	Date and time opening of Technical Bid Part-A	12/10/2018, 11:00 AM
9.	Date and time opening of Part-B - price/Commercial Bid (Indicative)/ Reverse Auction	Will be intimated at a later date.
10.	Application Fees (Non Refundable)	Rs.11,800/- (Rs.10,000/- Application fee & 18 % GST)
11.	Earnest Money Deposit (Refundable)	Rs.10,00,000/-
12.	Security Deposit / Performance Guarantee	Rs.1,00,00,000/-

*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.*

**PART – 2 DISCLAIMERS**

The information contained in this Request for Proposal (RFP) document or information provided subsequently to the Bidder(s) or Applicants whether verbally or in the documentary form/email, by or on behalf of CANARA BANK (Bank), is subject to 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 is neither an agreement nor an offer and it is only an invitation by the Bank to the interested and eligible parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with an information to assist them for formulation of their proposals. This RFP does not claim to contain all the information that each Bidder may require. Each Bidder should conduct own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary, obtain independent advices/clarifications. The Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by the duly authorized officers of the Bank with the selected Bidder.

The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from the reliance of any Bidder upon the statements contained in this RFP.

The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Bidder shall bear all the costs associated with or relating to the preparation and submission of Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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## A. INTRODUCTION

### 3.1 OVERVIEW:

CANARA BANK, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 with its Head Office at 112, J C Road, Bengaluru - 560 002 , is one among India's largest banks with a network of over 7200+ branches/offices spread across India. The Bank has its presence abroad through its 11 branches/offices located at various centers. The Bank offers wide range of products and services to Corporate as well as Retail Customers. The Bank also has one of the largest network of more than 9200 ATMs spread across the geographical locations in India. The Bank provides services to its customers through alternate banking channels such as Internet Banking, ATMs, Kiosks and Mobile Banking etc. For further expansion of its reach, the Bank is also forging ahead with cutting edge technologies and innovative new banking models and is implementing various initiatives.

The Bank is now taking the initiative for implementation of alternative model by way of an END TO END PRINTING & STATIONERY MANAGEMENT in the Bank whereby it intends to switch over from the current system of "in house" supply of books/forms/stationery items to an outsourcing model of End to end printing & stationery management, whereby the selected vendor(s) will be supplying the stationery items to branches/offices of the Bank within the stipulated timelines through an online indenting system apart from providing various MIS & support services.

The End to end printing and stationery management in the Bank includes both types of books, forms & stationery i.e. customized as well as non-customized. While the non-customized items include general office supply items of good quality and of standard make which are openly available in the market, the customized items include BANK specific stationery in the form of various registers, forms and vouchers etc. These customized items are required to be got printed specifically as per the requirements of the various branches/offices of the Bank spread across India and on the prescribed paper, format, quality, colour and size etc. with a particular font and may have to be in bilingual or trilingual form depending on the requirement.

### 3.2 DEFINITIONS:

In this Contract, the following terms shall be interpreted as indicated unless inconsistent with the subject matter or context:

- 3.2.1 "The Bank"/ Bank/ BANK means unless excluded by repugnant context or the meaning thereof, shall mean without limitation 'Canara Bank' which has invited bids under this Request for Proposal and shall be deemed to include its successor and permitted assigns.
- 3.2.2 "RFP" means Request for Proposal as per this document in its entirety, inclusive of any addenda that may be issued by the Bank for providing an "End to End Printing & Stationery Management" to Canara Bank.
- 3.2.3 "Bidder / Vendor / Supplier" shall mean an eligible entity/firm submitting the proposal in response to RFP.
- 3.2.4 "Proposal / Bid" shall mean and include the Bidder's written reply or submission in response to this RFP.
- 3.2.5 "Solution" shall mean and include providing an "End to end Printing & Stationery Management Solution" for Canara Bank.
- 3.2.6 "The Contract" or "The agreement" means the agreement to be entered into between the Bank and the Vendor, including all attachments and appendices thereto and all documents incorporated by reference therein at the conclusion of bidding process, wherever required.



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- 3.2.7 “Successful Bidder” / “L1 bidder” means the Bidder who is found to be the lowest bidder after conclusion of the bidding process including the reverse auction, subject to compliance to all the Terms and Conditions of the RFP, etc.
- 3.2.8 “The Project” means stationery management process wherein the selected vendors will be responsible for implementation of end to end printing & stationery management solution in the bank i.e. printing/procurement of all the books, forms & stationery items in specified formats and supplying the same within specified TAT to the branches/offices as per online requisition/indenting made through software applications apart from generating MIS and support services.

### 3.3 ABOUT THE RFP

The Bank wishes to outsource the Printing & Stationery Management. In this connection, the Bank invites sealed offers ‘Technical Bid’ and ‘Commercial Bid (Indicative)’ for providing an “End to end Printing & Stationery Management Solution” as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document

### 3.4 OBJECTIVES

The objective of this Request For Proposal is to select vendors who are interested and capable of not only supplying on time, different types of printing and stationery items tentatively mentioned in **Annexure-13**, as required by branches and offices of the Bank but also providing MIS as well as complaint & grievance redressal system, in an efficient and well -organized manner based on a robust IT platform which provides for smooth integration/interface with the IT system of the Bank and as per the details listed out in this document. **The Vendors have to submit to the Bank their documented plan on their Printing, Sourcing, Indenting, Analysing and Delivery capabilities and mechanism and IT infrastructure which can be integrated/dovetailed with Bank’s existing systems satisfying the Banks’ needs in the way that is acceptable to the Bank.**

The selected vendor should have the **capability to deliver printing & supply of books , forms & stationery items across the 7200+ branches / offices of the Bank** located in various different states of the country (including a large number of branches in rural and hilly areas) and also to the Branches/Offices that are likely to be opened during the contract period.

### 3.5 ELIGIBILITY CRITERIA:

The process is open to all the Indian firms / company/ LLP/ organizations registered under applicable Act in India who are capable and interested in meeting Bank's objective of implementing new model of end to end printing and stationery management and fulfill the eligibility criteria as given below :-

Sl. No.	Criteria	Documents Required
1	The Bidder should be a registered Company/LLP in India as per applicable Acts and should have been in the line of business of printing and supply of books, forms & stationery items directly for at least last two years as on 31-03-2018.	Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company (OR) Certificate of Incorporation in case of Private Limited Company/LLP, issued by the Registrar of Companies.
2	The Bidder should have an experience of having supplied standardized printing and stationery items to a minimum of two organizations of repute preferably in the area of Banking, financial services and insurance with 500 or more offices spread over 5 or more states with the requisite logistic arrangement.	Necessary evidences by way of copy of order and/or certificate of project awarding the contract / letters from the organizations concerned shall be furnished by the Bidder.
3	The Bidder should own an existing IT architecture / e-platform with web based online ordering, indenting, supply distribution and monitoring system with a provision for detailed MIS as well as a complaint redressal system. The said IT infrastructure should be capable of being smoothly integrated with the IT platform of the Bank, if required.	A Declaration to that effect to be given.
4	The Bidder must have existing printing arrangements with ISO or equivalent certifications. (machinery/equipments/arrangements)	The vendor shall submit documents evidencing tie-up arrangements / details of own arrangements.
5	The Bidder should have all the necessary approvals / statutory clearances in place to undertake such activities.	Copies of the documents duly attested by the Vendor under seal and signature of the Firm.
6	The Bidder should be agreeable to provide a dedicated Help desk for the Bank.	Bidder has to submit dedicated Help Desk details to this effect. (Minimum 5 contact persons)
7	The Bidder should have positive Net Worth as on 31/03/2018.	The Bidder must produce a certificate from the Company's Chartered Accountant to this effect.
8	The Turnover of the Bidder should be minimum Rs. 25 Crores each year during last Two financial years (i.e. 2016-17 and 2017-18).	Audited balance Sheet for last Two (2) Years (i.e. 2016-17 and 2017-18). In case Audited Balance sheet for 2017-18 is not ready, Bidder must produce a certificate from the Company's Chartered Accountant to this effect.

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9	The empanelled vendor should have the capabilities to deliver across Pan India (including a large number of branches in rural and hilly areas) and also to the branches/offices that are likely to be opened during the contract period.	A Declaration to that effect to be produced.
10	The Bidder should not be a blacklisted/debarred company as on date of submission of RFP by any Government entity, Bank, Financial Institutions.	Bidder should submit an undertaking letter to this effect in Letter Head.
11	The bidder should have satisfactorily executed a contract/work-order minimum worth of Rs.10.00 Crores per annum for the preceding 02 years towards printing/procurement and supplying of books/forms/stationery items to Government Organizations / PSUs.	Copy of work-order should be enclosed.

### **3.6 BROAD SCOPE OF WORK:**

The selected vendor shall be responsible for implementation of the end to end printing & stationery management solution in the Bank i.e. printing of all the books, forms & stationery items in the specified formats, quality, specifications and supplying the same within the specified TAT to the branches/offices as per the online requisition/indenting made either through the Bank's in house stationery ordering system and/or vendor's system along with generation of MIS and provision of other support services including complaints/grievances redressal mechanism .

- a) The vendor will be selected on Pan India basis covering all the branches/offices of the Bank.
- b) Upon selection of the Vendor and before embarking on pan-India roll out of the new system, the Bank may go in for a pilot roll out through the selected Vendor, in two or more Circles covering the states such as Jammu & Kashmir, Chhattisgarh, North Eastern states etc,. The objective is to enable the Bank to test, refine & bring in improvement, if any, required in the new system and also to satisfy itself as to the capabilities and performance efficiency of the selected Vendor. **In case of unsatisfactory performance, the Bank may cancel/go for retendering at its discretion.**
- c) The contract would be for a period of 3 years from the date of execution of the same subject to annual / periodical review. The Bank will review the performance of vendor periodically / every 12 months based on the feedback received from the operating units and will take suitable decision about continuation or otherwise. The Bank reserves the right to cancel the contract based on the above review and to go for retendering.
- d) The selected vendor shall be required to supply books, forms & stationery items as per the indents raised by the branches and offices during the period of contract at the contracted rate within the timeline specified as per **Annexure-6**.
- e) The Bank reserves the right to procure item/items from other vendors in case performance of the selected vendor is not satisfactory. The Bank is not bound to procure all the items from the selected vendor.

- f) The list of various items along with tentative consumption in terms of quantity as well as specifications are furnished as **per Annexure-13**. However, the items mentioned are only tentative and this number may further increase or decrease considering language (Single/ bilingual/trilingual) as well as fabrication (Perforation, Folding, Pad Form, booklet, letter form, Centre Pinning, Centre sewing, Centre gluing, Serial Numbering, bar-coding, other customized format etc). The vendor may get themselves acquainted with various printing & stationery items by visiting any of our Printing & Stationery Sections with our prior permission. **The Bank may amend/delete/add any printing/stationery items any time as per its requirement.** The price of any modified item will be arrived as per the changes brought about/ as per the price of similar items and in case of totally new item, its price will be decided as per the nearest matching item/(s) or as per the rate decided/discovered by the Committee formed in the Bank for the purpose. The selected vendor shall be responsible to supply such newly added items at the price so finalized. The Bank, at its sole discretion, may decide to conduct fresh auction for a new/modified/existing item among the new vendors and may give the supply order PAN India to a separate vendor/s.
- g) The selected Vendor is required to effect modifications/deletions/additions, if any, suggested by the Bank, in the existing printing & stationery items, promptly. While the Bank will take utmost care, the loss on account of discontinuation/modification of any stationery items cannot be claimed from the Bank. The Bank may, any time, suggest any modifications/deletions/additions etc in the existing forms/books/stationery items depending on regulatory guidelines or other needs. Such modifications/deletions/additions etc shall be advised duly keeping in view the inventory of Vendor and the Bank shall inform the vendor one month prior to any such modifications/deletions/additions failing which the Bank shall buyout all such inventory before discontinuation/modification.
- h) Vendor shall plan and as per his/their capability, hold stocks of item or may print & supply on receipt of the order. However, regardless of the fact whether the Vendor chooses to keep stock or decide to print & supply on receipt of the orders, the set timelines have to be invariably maintained. Though the Bank will be sharing the consumption pattern available with it with the selected vendor, the vendor has to take own and independent decision about stock keeping. Though a tentative consumption details have been given in **Annexure-13**, the Vendor shall note that not only the number of item to be supplied but its consumption may also vary drastically. Branches/Offices of the Bank will issue multiple purchase orders i.e. indent through online system of their stationery requirement.
- i) At times, the vendors may be asked to supply books, forms & stationery (existing or new) in bulk to a large number of branches. Vendors should therefore have the capability & infrastructure to meet the Bank's urgent requirement without any delay.
- j) The items should be securely packed and properly dispatched so as to reach the destination branches/offices in undamaged condition at their stock room. Packing and marking of the consignments should strictly conform to the stipulations provided by the Bank from time to time. The main objective of any packaging is to provide protection to the materials from the damages due to/during transit, storing and owing to the weather changes etc. The packaging should also ensure easy handling of the material during dispatch, storage & unloading. The items received in damaged condition/damaged packing may not be accepted by the Bank. In such cases, Vendors may have to bear the entire cost as per the decision of the Bank. The Bank shall have to inform any such discrepancies within 48 hours from the receipt/acceptance of the delivery to the vendor.
- k) Vendors also have to assist the Bank in creating soft copy/artwork of the items. It also needs to update/share the repository periodically with the Bank. The Bank at its sole discretion, may appoint the selected vendors for standardization/re-engineering of the current and all future SKUs based on the technical competency of the selected vendors.

- l) The selected Vendors shall have IT infrastructure which can be integrated with the Bank's existing systems for online indenting by branches/offices as well as for providing various MIS, periodically as per the Bank's requirement. It should offer facility for viewing of items at the time of indenting, automatic generation of SMS and e-mail as soon as the vendor's IT platform receives any indent from branches/offices and also as & when the item is dispatched and delivered. Also in case of any issue/grievance, mechanism of SMS/e-mail facility should be available. The Bank will be sharing the details with the selected vendors and the above are some of the basic/vital IT requirements which the vendor should be possessing / implementing in this new model of the Bank's End to end Printing and Stationery management.
- m) The Bank may choose software application of the selected vendors for implementation of the proposed End to end Printing and stationery management solution in the Bank. The Vendors will have to customize the application so as to suit the Bank's requirements. The Bank, at its sole discretion, may opt for application(s) of selected vendor. As the success and smooth & flawless functioning of the new process rests entirely on the IT infrastructure, the vendor should evaluate and ensure their capabilities in providing such a facility before responding to this RFP. The vendor should agree to update the IT infrastructure to meet the needs of the banker.
- n) The delivery/supply mechanism with monitoring and tracking system is to be clearly laid down by the vendor. The information sharing should be on real time basis based on the integration of IT system of vendor with that of Bank.
- o) **A dedicated Team and BANK Centric Portal as a Single Point of Contact (SPOC)** for all issues pertaining to the End to end printing and stationery management and complaint redressal has to be provided. An Escalation Matrix for all issues to be provided to the RO/COs as well as Stationery Department, HO, Bengaluru or any other department as may be decided by the Bank.
- p) The Bank may, at its discretion and with prior notice, visit and inspect the Printing site, administrative offices and other offices or units of the Vendor as it may deem fit.
- q) The gaps, if any, coming to the notice of the Bank during the pilot run, will be covered by incorporating necessary additional provisions in the scope of work/SLAs and may include some additional features and requirements as the Bank may deem fit.
- r) The selected vendor is also required to assist the Bank in standardizing the various forms/vouchers/registers/stationery items for deriving the optimum advantage of bulk ordering as well as reduce wastages to bring about a reduction in cost. Vendor shall share with the Bank any suggestion/feedback for further improvement.
- s) Supplies involving Inferior quality items, items with specifications different from those specified or improper packing/damaged item may be rejected. If inferior quality items are found/detected in the supplies made, penalty will be imposed on the entire supply made or the entire lot will be rejected at the discretion of the Bank and at the risk, responsibility and cost of the vendor. Likewise, items received in damaged condition may not be accepted and entire cost may have to be borne by the vendor. Recurrence of such instances may render the vendor liable for being removed from the Bank's empanelment/ to be blacklisted apart from levy of penalty etc. In any disputes as regards quality/quantity of item/ packing material, the decision of the Bank will be final. However, the Bank shall inform the Vendor within 48 hours from the receipt of supplies involving Inferior quality items, items with specifications different from those specified or improper packing/damaged item failing which, the Vendor shall not be held responsible for the same.

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Notwithstanding what is stated above, if the goods are delivered in damaged condition or the specifications/quality varies than the stipulated one, the bank reserves the right to use/reject as it may deem fit. Further, proportionate payment with usual deduction may be made as per banks discretion in such cases.

- t) There will be penalty for any instances of deficiency in services such as delay in delivery, failure to maintain quality, deviations from set/stipulated specifications, failure in grievance redressal, non performance, non-maintenance of IT platform (regarding dovetailing / integration / maintenance of the system, Indenting, MIS, call centre, grievance redressal) etc. If the services rendered are not to the satisfaction or as per the requirement of the Bank/contract terms, the Bank may initiate actions such as cancellation of contract, invocation of performance guarantee etc apart from levy of penalty.
- u) As this is an End to End Printing & Stationery Management solution, vendor is not expected to retreat from their obligations under the contract awarded for any reason whatsoever except with the mutual understanding of the Bank and vendor, after giving sufficient time for changes if any. The Bank reserves the right for invocation of Performance Bank Guarantee, levy of penalty, blacklisting of the vendor etc. in such events.
- v) The Bank will share with the selected vendor, the item wise consumption details that are available with the Bank. Considering the size of the Bank, the requirement for books / forms / stationery items will be substantial and hence the vendor/s are requested to quote their finest/best rates.
- w) Vendor will have to raise the bills with following declarations/enclosures on individual branches and submit them to the nodal office/as advised by the Bank in this regard.
- A copy of purchase order.
  - A copy of proof of dispatch.
  - Acknowledgement by branches through the system/software

Invoices should be drawn with the break-up of total amount indicating separately Taxes, Freight charges etc. The vendor has to discharge his responsibilities under updated applicable taxation laws of Indian government/state governments/any other appropriate authority like GST, TDS etc. Payment (after TDS etc as applicable) will be made online centrally by the Bank subject to technical feasibility at monthly or other periodicity, which shall be decided subsequently and as per IT infrastructure integration. The above payment mechanism may be further elaborated /modified/refined as per the Bank's requirement.

- x) At any point of time, if it comes to the notice of the Bank that the selected vendor is not having required capabilities/competence to handle the project of this magnitude to the satisfaction of the Bank or if there was/is any misrepresentation/suppression of any material fact, the vendor will be disqualified from participating in further process or the contract will be cancelled. The Bank at its sole discretion, may decide to visit the factory/offices of the vendor to verify its competence. If in the view of the Bank, the vendor is found to be not capable enough in terms of IT, Printing, Logistics, support infrastructure etc, the Bank reserves the right not to allow the vendor/s from further participating in the process.
- y) The Bidder shall bear all the costs associated with the preparation and submission of the Bid and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

### **3.7 REQUIREMENT DETAILS**

- 3.7.1 The Bank invites sealed offers ( 'Technical Bid' and 'Commercial Bid (Indicative)') for providing an "End to end Printing and Stationery Management Solution" for the Bank as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.
- 3.7.2 The annual requirement of various books/forms/stationery items as shown in **Annexure-13** is tentative. Depending on actual requirement, the Bank reserves the right to increase or decrease the quantum of purchase in respect to the quantity specified in this tender at the same rate arrived at on the Terms and Conditions of this Tender.

## **B. BID PROCESS**

### **THE BIDDING DOCUMENTS**

#### **3.8 DOCUMENTS CONSTITUTING THE RFP (REQUEST FOR PROPOSAL)**

- 3.8.1 This RFP document provides overview of the requirements, bidding procedures and contract terms. It includes Invitation to Bid (Part 1), Disclaimers (Part-2), Instructions for Bidders (Part-3), Terms & Stipulations of the Contract (Part-4) and various annexures. The bidder must conduct his own investigation and analysis regarding any information contained in this RFP document, its meaning and impact of that information.
- 3.8.2 The bidder is expected to examine all the instructions, forms, terms and specifications in the RFP Document. Failure to furnish all the information required by the RFP Document or to submit a bid not substantially responsive to the RFP Document in every respect will be at the bidder's risk and may result in the rejection of the bid. While the BANK has put forth considerable efforts to ensure that accurate information is furnished in this RFP, it is to be noted that the document is provided as guidelines for Bidders. Furthermore, the BANK has disclosed in the RFP or will disclose through corrigendum/ addenda, available information relevant to the Scope of Work to the extent, detail, and accuracy allowed by prevailing circumstances. Nothing contained in this RFP or any addenda is intended to relieve the Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any addenda.

#### **3.9 CLARIFICATION TO RFP AND PRE-BID QUERIES**

- 3.9.1 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 - 12**.
- 3.9.2 All communications regarding the points requiring clarifications and any doubts shall be given in writing to the General Manager, Canara Bank, Stationery Section, GA Wing, HO, No.2-3-4, Ground Floor, Featherlite Spectrum, New Timber Yard Layout, Mysore Road, Byatarayanapura, Bengaluru-560026 or an email can be sent to [hostationery@canarabank.com](mailto:hostationery@canarabank.com) by the intending bidders before **03:00 PM on 24/09/2018**.
- 3.9.3 No queries will be entertained from the bidders after the above date and time.
- 3.9.4 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 ([www.canarabank.com](http://www.canarabank.com)) 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

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clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.

3.9.5 No oral or individual consultation will be entertained.

**3.10 PRE-BID MEETING**

3.10.1 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	Time	Venue
25/09/2018	3.00PM	Canara Bank, 1 <sup>st</sup> Floor, Conference Hall, RSTC, Dwarakanath Bhavan, Basavanagudi, Bengaluru-560001

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 the interested bidders shall be present during the scheduled time. In this connection, the Bank will allow maximum of Two (2) representatives from each Bidder to participate in the pre-bid meeting.

3.10.2 The Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.

3.10.3 The Bank will have the 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.

3.10.4 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 ([www.canarabank.com](http://www.canarabank.com)) 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.

3.10.5 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.

**3.11 AMENDMENT TO BIDDING DOCUMENT**

3.11.1 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 prospective bidder, may modify the bidding document, by amendment.

3.11.2 Notification of amendments will be made available on the Bank's website only (i.e. [www.canarabank.com](http://www.canarabank.com)) and will be binding on all bidders and no separate communication will be issued in this regard.

3.11.3 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 submission of Bids by a reasonable period as decided by the Bank.



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- 3.11.4 While the Bank may, if necessary, may seek clarifications on any aspect from the bidder, the same would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted.
- 3.11.5 Vendor requiring any clarification on the RFP Document may submit written queries by email on or before 3.00 pm on 24/09/2018 to Stationery Section
- 3.11.6 All bidders must ensure that such clarifications / amendments have been considered by them before submitting the bid. Bank will not take responsibility for any acts of commission or omissions by the bidder

**3.12 BID SYSTEM OFFER:** This is a two bid system as detailed below::

- 3.12.1 **Part A- Technical Bid:** Indicating their compliance to Eligibility Criteria. The format for submission of Conformity to Eligibility Criteria is as **per Annexure - 3**
- 3.12.2 **Part B-Commercial Bid (Indicative):** The format for submission of Commercial Bid (Indicative) is as per **Annexure - 14**. Commercial Bid (Indicative) shall necessarily be accompanied by Specification of Items as per Annexure - 13.

**3.13 PREPARATION OF BIDS**

- 3.13.1 The Bid shall be typed or written in English language with the 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 on all the pages of the Bids, except for un-amended printed literature.
- 3.13.2 The two parts as stated above, should be placed in two separate envelopes duly and prominently superscribed as 'Technical Bid' and 'Commercial Bid (Indicative)' respectively and properly closed and sealed. Thereafter, all the two envelop shall be placed inside another envelope and properly closed and sealed. The final envelope should be superscribed as "**Offer for providing an end to end Printing & Stationery Management system in response to RFP GAW:SS:ENQ-1/09-2018 DATED: 12/09/2018** (includes separately sealed 'Technical Bid' and 'Commercial Bid (Indicative))' 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 General Manager, Canara Bank, Stationery Section, G A Wing, HO, No.2-3-4, Ground Floor, Featherlite Spectrum, New Timber Yard Layout, Mysore Road, Byatarayanapura, Bengaluru-560026.
- 3.13.3 All the pages of the 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 contain Name, Seal and Signature of the Authorized Signatory. Bids with erasing / overwriting / cutting without authentication may be liable for rejection. Authorization letter for signing the Bid documents duly signed by Company's Authorized signatory should be submitted.
- 3.13.4 All the envelopes shall bear the name and complete postal address of the Bidder and also the authority to whom the Bid is submitted.

### **3.14 PART A - TECHNICAL BID**

- 3.14.1 Before submitting the bid, the bidders should ensure that they fully satisfy the eligibility criteria as stated in **Annexure-3** of the RFP. Only after satisfying themselves that they do meet the eligibility criteria as per the RFP, the Offer should be submitted.
- 3.14.2 Conformity to the Eligibility Criteria as per **Annexure-3** among others must contain Demand Draft towards the Application Money as per **Clause 3.16**, Signed Pre Contract Integrity Pact as per **Annexure-11** and EMD amount by way of Demand Draft or Bank Guarantee as per **Annexure-9** of this document. Conformity to the Eligibility Criteria should be complete in all respects and contain all the information sought for, **as per Annexure-3**.
- 3.14.3 The Placement of Application Money, EMD and Integrity Pact in other than **Part A-Technical Bid**, will render the bid liable for rejection.
- 3.14.4 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 Bid - Offer for providing an end to end Printing & Stationery Management system in response to RFP GAW:SS:ENQ-1/09-2018 DATED: 07-09-2018**”

### **3.15 PART B - COMMERCIAL BID (INDICATIVE)**

- 3.15.1 Commercial Bid (Indicative) should be submitted as per **Annexure-14**. Commercial Bid (Indicative) shall necessarily be accompanied by Specifications of the Item as per Annexure-13.
- 3.15.2 Commercial Bid (Indicative) shall be submitted as per Specifications of the Item as per Annexure-13 and other terms and conditions of RFP on prices. Specifications of the Item should give all relevant price information as per **Annexure-13**. Any deviations from the Specifications of the Item / non submission of prices as per the format shall render the bid liable for rejection.
- 3.15.3 Under no circumstances the Commercial Bid (Indicative) should be kept in Part-A (i.e. **Technical Bid**). **The placement of Commercial Bid (Indicative) in Part A (i.e. Technical Bid) cover will render the bid liable for rejection.**
- 3.15.4 The Specifications of the Item as per Annexure-13 must be attached in Technical Bid as well as Commercial Bid (Indicative). The format will be identical for both Technical Proposal and Commercial Bid (Indicative), **except that the Technical Bid should not contain any price information (with Prices masked)**. Any change in the Specifications of the Item (Annexure-13) format may render the bid liable for rejection.
- 3.15.5 Bidder must take care in filling price information in the Commercial Bid (Indicative), to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- 3.15.6 Any change in the Specifications of the Item (Annexure-13) format may render the bid liable for rejection. The Commercial Bids (Indicative) that are incomplete or conditional are liable to be rejected.
- 3.15.7 The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank.

3.15.8 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 (INDICATIVE) FOR GAW:SS:ENQ-1/09-2018 DATED: 07-09-2018 FOR PROVIDING END TO END PRINTING & STATIONERY MANAGEMENT SYSTEM”.

### **3.16 APPLICATION MONEY**

3.16.1 This document can be downloaded from Bank’s website [http:// canarabank.com/ english /announcements/tenders](http://canarabank.com/english/announcements/tenders). In that event, the bidders should pay the Application Fee of Rs. 11,800/- (non-refundable) (10,000/- Plus GST @ 18%) 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 Bid**.

3.16.2 Submission of the Application Money in other than “**Part A - Technical Bid.**” is liable to be rejected on grounds of non-payment of the Application Money.

3.16.3 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.

### **3.17 EARNEST MONEY DEPOSIT (EMD)/BANK GUARANTEE IN LIEU OF EMD**

3.17.1 The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) of **Rs.10,00,000/- (Rupees Ten Lakhs Only)** by way of Demand Draft drawn on any Scheduled Commercial Bank In India in favour of Canara Bank, payable at Bengaluru or by way Bank Guarantee issued by any Scheduled Commercial Bank other than Canara Bank and should be kept along with the **Part A - Technical Bid**.

3.17.2 In Case the EMD is submitted in the form of Bank Guarantee, the same should have been issued by any Scheduled Commercial Bank other than Canara Bank and the same should be valid for the minimum period of 09 months with additional claim period of 03 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-9**.

3.17.3 Submission of EMD in other than **Part A - Technical Bid** is liable to be rejected on grounds of non submission of EMD.

3.17.4 The EMD of the Bidders not qualified under Technical Proposal will be returned within 15 days after opening the Commercial Bid (Indicative) of the Technically Qualified Bidders. The EMD of Technically Qualified bidders will be returned upon the selected bidder accepting the order and furnishing the Security Deposit.

3.17.5 The EMD may be forfeited/ Bank Guarantee may be invoked If:

3.17.5.1 The bidder withdraws or amends the bid during the period of bid validity specified in this document.

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3.17.5.2 The selected bidder fails to accept the purchase order within 7 days or fails to sign the contract or fails to furnish performance guarantee/security deposit in accordance with the terms of the RFP.

**3.18 COSTS & CURRENCY**

The Offer must be made in Indian Rupees only as per Annexure-14 (Commercial Bid (Indicative)) and Annexure-13 (Specifications of Item).

**3.19 ERASURES OR ALTERATIONS**

The Offers containing erasing 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 being in tune with the tender guidelines and as unacceptable.

**3.20 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.

**3.21 SUBMISSION OF BIDS**

3.21.1 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.

3.21.2 The bid/s properly superscribed in the manner prescribed in the 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	Time	Venue
11/10/2018	Upto 3.00 PM	Canara Bank Stationery Section No. 2-3-4, Ground Floor, Featherlite Spectrum New Timber Yard Layout, Mysore Road Byatarayanapura, Bengaluru - 560026

3.21.3 If the last date stipulated for submission of bids is declared as a holiday under the NI Act by the Government subsequent to the issuance of the 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.

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- 3.21.4 Bids sent through post/courier will not be accepted/evaluated. Bids should be deposited in the Tender Box only
- 3.21.5 If the envelopes, including the outer envelope are not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid's misplacement or premature opening & thereby leading to rejection.
- 3.21.6 The following officials will facilitate in bid related queries and make arrangements for deposit of bid documents.

First Official	Alternate Official
<b>Mr. K Pavan Kumar</b> Senior Manager, Canara Bank Stationery Section, GA Wing, HO No. 2-3-4, Ground Floor, Featherlite Spectrum New Timber Yard Layout, Mysore Road Byatarayanapura, Bengaluru - 560026 Tel - 080 26759478, 26759496	<b>Mr. M Irulappan</b> Assistant General Manager Canara Bank G A Wing Head Office No.112, J C Road Bengaluru - 560002 Tel - 080 22236654

- 3.21.7 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, the bidder should reach the venue before the date and time stipulated as per **clause 3.21.2**.

### **3.22 BID OPENING**

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

Date	Time	Venue
12/10/2018	11:00 AM	Canara Bank Stationery Section No. 2-3-4, Ground Floor Featherlite Spectrum New Timber Yard Layout, Mysore Road Byatarayanapura, Bengaluru - 560026

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-7)** enclosed.

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

- 3.22.2 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.
- 3.22.3 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 being declared as holiday then the bid will be opened at **11:00 AM** on the next working day at the venue mentioned above.

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

- Name of the Bidders.
- Presence or absence of application money and EMD.
- Such other details as the Bank at its discretion may consider appropriate.

3.22.5 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.

3.22.6 **Part A - Technical Bid** submitted by the bidder will be evaluated based on the Eligibility Criteria stipulated in the RFP document.

3.22.7 The Commercial Bid (Indicative) of only those bidders who are qualified in **Part A - Technical Bid** will be opened for conducting Reverse Auction and for arriving at L1.

### **3.23 SELECTION OF BIDDER**

#### **3.23.1 Preliminary Scrutiny**

The Bank will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of the RFP, whether the documents have been properly signed, whether the items are offered as per RFP requirements and whether the 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 the terms and conditions, scope of work and technical specifications and that the bidding document is submitted without any deviations.

#### **3.23.2 Clarification of Offers**

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

3.23.3 The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. The Bank's decision with regard to and what constitutes 'minor non-conformity' is final and the waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

### **3.24 EVALUATION OF BID**

3.24.1 The Bank will evaluate the bid submitted by the bidders under this RFP. The Part A- Technical Bid submitted by the bidder will be evaluated based on **Annexure-3** of the RFP. The Commercial Bid (Indicative) of only those bidders who are qualified in Part A-Technical Bid will be reckoned for evaluation purpose.

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

### **3.25 BIDDERS' PRESENTATION / SITE VISITS / PRODUCT DEMONSTRATION / POC**

3.25.1 The Bank reserves the right to call for a presentation on the features and functionalities from those Bidders who have qualified in **Part A- Technical Bid**.

3.25.2 As a Part of Technical Evaluation based on the technical bids submitted by the Bidders, the Bank at its discretion may call the Bidders for conducting POC (Proof of Concept) of the End to end Printing & Stationery Management Solution proposed to be offered by them. This exercise will be undertaken before opening of the Commercial Bids (Indicative) of the Bidders whose Part A- Technical Bids have been opened.

3.25.3 Bidders are further required to be in preparedness to demonstrate the proposed solution by arranging for product walk-through at their own installations/principals/ R&D labs or at bank premises as decided by bank upon the feasibility duly meeting the specific requirements/ issues raised by the Bank.

3.25.4 The Bank at its discretion call for providing of Proof of Concept (PoC) of the proposed solution at the site mutually agreed.

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

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

### **3.26 NORMALIZATION OF BIDS**

3.26.1 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(Indicative) once again for scrutiny. The resubmissions can be requested by the Bank in the following manner;

3.26.2 Incremental bid submission in part of the requested clarification by the Bank **OR** Revised submissions of the entire bid in the whole.

3.26.3 The Bank can repeat this normalization process at every stage of bid submission till the 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.

3.26.4 The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process

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

### **3.28 CORRECTION OF ERROR IN COMMERCIAL BID (INDICATIVE)**

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

3.28.1.1 Bank may waive off/ignore any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.

3.28.1.2 If there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly.

3.28.1.3 If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.

3.28.1.4 If there is discrepancy in the total arrived at in the Commercial Bid (Indicative) (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 Commercial Bid (Indicative).

3.28.1.5 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.

3.28.1.6 If the bidder does not accept the correction of errors, the bid will be rejected.

### **3.29 DETERMINATION OF L1 PRICE**

3.29.1 L1 Price will be determined after giving effect to the arithmetical correction, if any.

3.29.2 The L-1 bidder will be determined on the basis of the lowest price quoted in the Reverse Auction. The Reverse Auction would be conducted for Total Cost given in Commercial Bid (indicative) as per **Annexure-14** of RFP or in a manner described in **clause 3.30 & 3.31** Brief Business Rules and Terms & Conditions of Reverse Auction are detailed in **clause 3.30**.

### **3.30 ONLINE REVERSE AUCTION**

3.30.1 Bidders, whose Commercial Bids (Indicative) have been opened by the Bank will be called for the Reverse Auction.



- 3.30.2 Reverse Auction event will be carried out among the technically qualified Bidders, based on evaluation of Part A - Technical Bid, for providing opportunity to the Bidders to quote the price dynamically for the procurement for which RFP is floated and also to get the most competitive price.
- 3.30.3 For finalization of the most competitive offer, the Bank will conduct “Reverse auction” The detailed procedure and Business rules for the Reverse auction is given as per **Annexure-15**.
- 3.30.4 The Bank will call the technically qualified bidders whose Commercial Bids (Indicative) have been opened by the Bank for participating in the Reverse auction process which will be conducted by an Auction Agency authorized by the Bank. The Bank will share the contact details of the concerned person of the Auction Agency. Specific rules for this particular event viz. date and time, CAP price, bid decrement value, duration of event etc. shall be informed by the Auction Agency to the participating bidders before the event. The bidders should furnish indicative prices for the project in their Indicative Commercial Bid to facilitate finalizing the start bid for “Reverse auction”. However, the CAP price for Reverse auction will be fixed by the Bank.
- 3.30.5 Bidders should note that the indicative commercial bid is considered for the purpose of conducting Reverse auction process only. The L-1 bidder will be decided only later, on finalization of prices through Reverse auction.
- 3.30.6 The L1 bidder emerging at the end of the Reverse Auction process shall be required to submit the break-up of their Final price (last bid price) again as per **Annexure-14** within 2 working days. Failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result in forfeit of the EMD with the Bank, which may please be noted.

### **3.31 RE-AUCTION/S RULES**

- 3.31.1 The Bank may consider the option of a Re-Auction/s in the following circumstances:
- 3.31.1.1 At the end of the Reverse Auction, L1 price is not acceptable to the Bank.
- 3.31.1.2 During the process of reverse auction, if there is no bids from logged in bidders, Bank may decide a re-auction by increasing the CAP price for Re-auction.
- 3.31.1.3 At the end of the Reverse Auction If only one bidder puts up bid/s, the Bank at its discretion may decide a re-auction.
- 3.31.2 Even after conducting Reverse Auction/s, if no Bidder has quoted or the prices quoted by them are not acceptable to the Bank, the Bank at its discretion can ask all the technically qualified Bidders to submit the Closed Commercial Bid by giving sufficient time to the Bidders. If Bidder/s are not submitting the Commercial Bid within due date and Time, their EMD will be liable to be forfeited. If the EMD is submitted by way of BG, the Bank can its discretion invoke the Bank Guarantee.
- 3.31.3 Canara Bank reserves the right to reject any or all the proposals. Similarly, it reserves the right not to include any bidder in the final short-list.
- 3.31.4 The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves the right to obtain revised price bids from the bidders with regard to change in RFP clauses. The Bank reserves the right to accept any bid in whole or in part.

### **3.32 BID VALIDITY PERIOD**

The Offer submitted and the prices quoted therein shall be valid for 120 days from the date of opening of Commercial Bid (Indicative). Bid valid for any shorter period shall be rejected by the Bank.

### **3.33 PROPOSAL OWNERSHIP**

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

### **3.34 ACCEPTANCE OF OFFER**

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

### **3.35 AWARD OF CONTRACT**

- 3.35.1 The Bidder who is L1 as per **clause no.3.30** will be referred to as the selected bidder and the Bank will notify the name of the selected bidder by display in the Notice Board of the Bank.
- 3.35.2 The contract shall be awarded and the order shall be placed on selected L1 Bidder. The Bank may release the order either in Full or in part or place more than one order towards the contract based on project plan.
- 3.35.3 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.

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- 3.35.4 The Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.
- 3.35.5 The Shortlisted bidder/s will be required to supply the books/forms/stationery items to various branches / Offices of the Bank at the rates not higher than the agreed rate finalized under this RFP.

## **C TERMS AND STIPULATIONS**

### **4.1 EFFECTIVE DATE**

- 4.1.1 The effective date shall be date of acceptance of the order by the selected bidder. However, the bidder shall submit the acceptance of the order within seven days from the date of receipt of order. The Bank reserves the right to consider the late acceptance of the order, if any, at its discretion.
- 4.1.2 Failure to accept the order within seven days from the date of receipt of the order, makes the EMD liable for forfeiture at the discretion of the Bank. Thereafter the Bank shall be at liberty to proceed with procurement from the other Bidders within the purview of the same RFP by calling for fresh commercial quotes from the bidders. In such an event, the initially selected bidder stands disqualified for further participation in the subject Bid.

### **4.2 EXECUTION OF PROJECT / AGREEMENT**

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

### **4.3 SECURITY DEPOSIT / PERFORMANCE BANK GUARANTEE**

- 4.3.1 The successful bidder should submit a Security Deposit / Performance Guarantee for Rs.One crore only within 15 days from the date of acceptance of the Order.
- 4.3.2 If the Security Deposit / Performance Guarantee is not submitted within the time stipulated above, penalty of Rs.25,000.00 (Plus GST @ 18%) for each completed calendar week of delay or part thereof on will be deducted from the delivery payment or from any other payments for the delay in submission of Security Deposit / Performance Bank Guarantee.

If the total delay exceeds four weeks, bank has the right to cancel contract/agreement and forfeiture of the EMD.

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4.3.3 Security Deposit should be submitted by way of DD drawn on Canara Bank payable at Bengaluru or by way of Bank Guarantee. Where Security Deposit is by way of Bank Guarantee, the same should be issued by Scheduled Commercial Bank other than Canara Bank.

If bidder is submitting Bank guarantee, it should be from any Scheduled Commercial Bank other than Canara bank. The same shall be submitted as per the **Annexure-10**.

4.3.4 Security Deposit/Performance Bank Guarantee should be valid for 3 years from the date of signing the agreement and invariably with a claim period of Three months from the last date of validity of the contract.

4.3.5 The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project.

4.3.6 The security deposit / bank guarantee will be returned to the bidder on successful completion of the contract awarded.

4.3.7 The Bank shall invoke the Bank guarantee before the expiry of validity, if the services rendered are not satisfactory or if the selected bidder fails to complete his obligations under the contract and the guarantee is not extended. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.

**4.4 DELIVERY, SCHEDULE & PENALTY FOR DELAYED DELIVERIES / LIQUIDATED DAMAGES**

4.4.1 The bank shall enter into a tripartite agreement with the Supplier/Vendor and with India Post/any other courier agency as decided by the Bank for the delivery to branches on Pan India basis.

4.4.2 The goods which are ready for delivery are to be handed over to the India Post/courier agency as decided by the Bank for onward delivery to the branches concerned.

4.4.3 Delivery of the Goods to India Post/courier agency and performance of the services/support services shall be made by the Vendor in accordance with the time schedule, specification, scope of the project and other terms & conditions as specified in the RFP/SLA/Contract.

4.4.2 If at any time during performance of the Contract, should the Vendor encounter conditions impeding timely delivery of the Products and performance of Services, the Vendor shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Vendors notice, the Bank shall evaluate the situation and may, at its discretion, extend the Vendors time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.

4.4.4 In case of delay/non delivery of items to India Post/courier agency for onward delivery to the destination Branches/Offices, a penalty of 0.1 percent (Plus GST @ 18%) of the total consideration (related to the purchase order/ related item) for each day's delay, may be levied on the vendor.

4.4.5 This amount of penalty so calculated shall be deducted at the time of making payment for the relevant purchase order or as decided by the Bank.

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- 4.4.6 The Bank also reserves the right to cancel the contract and/or invoke the performance guarantee apart from levying penalty. In the event of such cancellation, the selected bidder is not entitled to any compensation. **PLEASE NOTE THE DELIVERY SCHEDULE SHALL BE FOLLOWED STRICTLY AS STIPULATED.**
- 4.4.7 Bank reserves the right to change/modify locations for supply of the items. In the event of any change/modification in the locations where the books/forms/stationery items are to be delivered, the bidder in such cases shall deliver, install and commission at the modified locations at no extra cost to the Bank. However if the ordered items are already delivered, and if the modifications in locations are made after such delivery, the bidder shall arrange for delivery of such items at the modified/changed location and the Bank in such cases shall bear the shifting charges/arrange shifting.
- 4.4.8 The Bank will not arrange for any Road Permit / GST clearance for delivery of the items to different locations and the Vendor is required to make the arrangements for delivery of the indented items at the respective delivery points.

#### **4.5 PRICING & PAYMENTS**

- 4.5.1 The Price offered to the Bank must be in Indian Rupees which is inclusive of cost of raw material & item, labour charges, printing charges, packing charges including packing material, transit insurance etc., excluding GST.
- 4.5.2 The item value along with GST should be claimed in the invoice. GST will be paid in actuals at our end.
- 4.5.3 Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc. **However, as amendment/ modification in the existing items as well as introduction of new items are envisaged at frequent level, the pricing of these items will be arrived at by comparable items/changes made or rate decided/discovered by the bank and Bank decision in this regard will be final and acceptable to all vendors.**
- 4.5.4 From the date of placing the order till the delivery of the items so delivered to the India Post / courier agency, if any changes are brought in the duties such as GST etc., by the Government resulting in reduction of the cost of the items, the benefit arising out of such reduction shall be passed on to the Bank.
- 4.5.5 All the payments for the invoices raised shall be made by the Bank within 7 days from the date of receipt of confirmation from the branch /office regarding proper receipt of consignment in safe condition. Payment shall be made in Indian Rupees.
- 4.5.6 Payment (after TDS etc as applicable) will be made online by Branches/Offices/RO/CO/HO as per the decision taken by the bank from time to time depending on management exigencies & subject to technical feasibility after receipt of invoice, delivery challan etc at monthly or other periodical intervals which will be formulated subsequently and as per IT infrastructure integration. The above payment mechanism may be further elaborated /modified/refined as per banks requirements.

#### **4.6 PRICE REVISION**

- 4.6.1 At least thirty (30) days prior to the end of the 12 months period from the date of the execution of

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this agreement, annually, either parties may come forward and request the price for any of the stationery and print items under the agreement to be reviewed.

- 4.6.2 If such a price revision is requested, the parties agree to meet and negotiate in good faith, subject to mutual agreement, a revised price owing to an increase or decrease in the direct actual input costs attributable, Inter alia to movement of price of raw materials and / or any other input costs as may be incurred by the Vendor or its partners of printers / vendors / suppliers.
- 4.6.3 Either Party would present the justification along with adequate supporting documents to substantiate the revision request by way of various parameters/benchmarks such as Paper Index, Oil Prices etc.
- 4.6.4 The revision would be effected on the base rates as listed in the **Annexure-14** or including any modification thereof, if any.
- 4.6.5 Following parameters shall be taken into account, subject to mutual agreement:
- 4.6.5.a Input: Paper price movement
  - 4.6.5.b 1st Year - No change in price
  - 4.6.5.c After One year - Price change if average paper price fluctuates by + / - 20%
  - 4.6.5.d Review Parameters: Base Price for paper to be recorded as the average price of three months prior to the date of contract / revision request date.

## **4.7 ORDER CANCELLATION/TERMINATION OF CONTRACT**

- 4.7.1 The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:
- 4.7.1.1 Delay in delivery to the India Post/courier agency beyond the specified period for delivery.
  - 4.7.1.2 Serious discrepancies noted in the items delivered.
  - 4.7.1.3 Breaches in the terms and conditions of the Order/contract.
- 4.7.2 The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank in the following circumstances:
- 4.7.2.1 Excessive delay in execution of order placed by the Bank.
  - 4.7.2.2 The selected bidder commits a breach of any of the terms and conditions of the bid.
  - 4.7.2.3 The bidder goes in to liquidation voluntarily or otherwise.
  - 4.7.2.4 The progress made by the selected bidder is found to be unsatisfactory.
- 4.7.3 Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services.
- 4.7.4 In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days prior notice to the bidder.
- 4.7.5 After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by

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the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.

- 4.7.6 The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract.
- 4.7.7 In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

**4.8 COVERAGE OF INSURANCE & SAFETY PRECAUTIONS**

- 4.8.1 The raw-material, stock in progress & finished stationery items at various godowns being held by the vendor and goods in transit shall be adequately insured to protect mutual interest. The expenses incurred on insurance premia and subsequent renewal should be borne by the vendor.
- 4.8.2 All preventive and safety measures such as pest control, fire safety etc., shall be ensured by the vendor at his own cost.

**4.9 INDEMNITY**

- 4.9.1 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:
- 4.9.1.1 The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;
  - 4.9.1.2 Any contravention or Non compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;
- 4.9.2 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 books, forms, stationery items and other items supplied by them.
- 4.9.3 All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
- 4.9.4 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.
- 4.9.5 Bidder is sole responsible and shall indemnify the losses caused to the Bank for any act of his employees in misusing the books, forms and stationery items of the Bank in any manner.
- 4.9.6 All Employees engaged by the Bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances

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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.

4.9.7 Bidder's aggregate liability shall be subject to an overall limit of the total Cost of the project.

#### **4.10 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 books/forms/stationery items provided to the Bank under this RFP and the vendor shall extend all cooperation in this regard.

#### **4.11 ASSIGNMENT**

4.11.1 The vendors shall not assign to any one, in whole or in part, it's obligations to perform under the RFP/contract, except with the Bank's prior written consent.

4.11.2 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.

#### **4.12 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.

#### **4.13 CONFIDENTIALITY AND NON-DISCLOSURE**

4.13.1 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 the Bank for any loss/damage suffered by the 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-5**.

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

#### **4.14 AMENDMENTS TO PURCHASE ORDER**

Once the agreement is accepted and signed by the bidder, no amendments or modifications and no waiver of any of the terms or conditions thereof shall be valid or binding unless made in writing and agreed to by the Bank.

#### **4.15 GENERAL ORDER TERMS**

Normally, the works will be awarded to the successful bidder as per the details given in the bid document. However, if there is any change in the name/address/constitution of the bidding Firm/Company at any time from the date of bid document, the same shall be informed by the bidders to the Bank immediately. This shall be supported with necessary documentary proof or



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Court orders, if any. Further, if the bidding Firm/Company is undergoing any re-organisation/restructuring/merger/demerger and on account such a change the Firm/Company is no longer performing the original line of business, the same shall be informed to the Bank. There shall not be any delay in this regard. The decision of the Bank to place orders or otherwise under such circumstances shall rest with the Bank and the decision of the Bank in the matter shall be final and binding on the Vendor.

#### **4.16 NEGLIGENCE**

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

#### **4.17 RESPONSIBILITY FOR COMPLETENESS**

- 4.17.1 The bidder shall ensure that the End to end Printing & Stationery Management Solution provided meets all the technical and functional requirements as envisaged in the scope of the RFP.
- 4.17.2 The Bidder shall be responsible for any discrepancies, errors and omissions or other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the Bank or not. The bidder shall take all corrective measures arising out of discrepancies, error and omission other information as mentioned above within the time schedule and without extra cost to the bank.

#### **4.18 RESPONSIBILITIES OF THE BIDDER**

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

- 4.18.1 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.
- 4.18.2 The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
- 4.18.3 No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- 4.18.4 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.
- 4.18.5 The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all services to be rendered in response to this RFP shall meet the requirement of the solution proposed by the Bidder. The Bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. If any services, functions or

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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.

#### **4.19 FORCE MAJEURE**

- 4.19.1 The bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.
- 4.19.2 For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation.
- 4.19.3 In the event of any such intervening Force Majeure, the Bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the Bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- 4.19.4 In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.

#### **4.20 CORRUPT AND FRAUDULENT PRACTICES**

- 4.20.1 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.
- 4.20.2 Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the Bidding Process.
- 4.20.3 "Corrupt Practice" shall mean and include (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the Bidding Process has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected

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with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;

- 4.20.4 "Fraudulent Practice" shall mean and include 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.
- 4.20.5 "Coercive practice" shall mean and include impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process.
- 4.20.6 "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest.
- 4.20.7 "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
- 4.20.8 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.
- 4.20.9 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.
- 4.20.10 The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact the Bank or any of its employees on any matter relating to its Bid, through any means of communication 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.
- 4.20.11 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.
- 4.20.12 The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for providing the end to end printing and stationery management solution and Other Items to the Bank.

## **4.21 ADOPTION OF INTEGRITY PACT**

- 4.21.1 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.

- 4.21.2 Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participation in the bidding process.
- 4.21.3 The Bidders shall submit signed Pre Contract integrity pact as per **Annexure-11** along with Part-A - Technical Bid. Those Bids which are not containing the Integrity Pact are liable for rejection.
- 4.21.4 Foreign Bidders, if any, to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.
- 4.21.5 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.
- 4.21.6 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.
- 4.21.7 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.
- 4.21.8 Integrity Pact, in respect of a particular contract would be operative from the 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.
- 4.21.9 Integrity pact shall be signed by the person who is authorized to sign the Bid.

#### **4.22 NAME & CONTACT NUMBER OF INDEPENDENT EXTERNAL MONITOR (IEM)**

Sri. Dilip Mavinkurve Email:dilipmav@gmail.com	Sri. Hari Santosh Kumar Email:hsantoshkumar50@gmail.com
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#### **4.23 MODIFICATION/CANCELLATION OF RFP**

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

#### **4.24 RESPONSIBILITIES OF SELECTED BIDDER**

- 4.24.1 The Selected bidder has to inform change in the management of the company, if any, to the Bank within 30 days from the date of such change during contract period.
- 4.24.2 The Bank will call for Audited Balance Sheet of the selected Bidder at any point of time during contract period and the selected Bidder shall provide the same.
- 4.24.3 The selected bidder shall submit updated help desk contact details for the product/services on a **regular basis as and when changes occurred** during contract period.

#### **4.25 HUMAN RESOURCE REQUIREMENT**

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

- 4.25.1 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.
- 4.25.2 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.
- 4.25.3 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.
- 4.25.4 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.
- 4.25.5 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.

#### **4.26 INSPECTION AND QUALITY CONTROL TESTS & AUDIT**

- 4.26.1 The Bank reserves the right to carry out factory / godown /w arehouse inspection at any point of time by a team of Bank officials or demand a demonstration of the stationery management application/solution proposed on a representative model in Bidders office apart from testing its printing capabilities.
- 4.26.2 The Bank may, at its discretion inspect, test regularly/at irregular intervals the products after/before delivery of the same to the Bank and where necessary may reject the products which does not meet the specification provided by the Bank. This shall in no way be limited or waived by reason of the products having previously being inspected, tested and passed by the Bank or its representative prior to the products shipment from the place of origin.
- 4.26.3 The Banks at its discretion may carry out periodic inspection/quality checks on continual basis and where necessary may reject the products which does not meet the specifications provided by the Bank.
- 4.26.4 The inspection and quality control tests may be conducted on the premises / godown / warehouse of the Supplier, at point of delivery and / or at the Goods final destination. Reasonable facilities and assistance, including access to shall be furnished to the inspectors, at no charge to the Bank. If the testing is conducted at the point of delivery or at the final destination, due to failure by the vendor to provide necessary facility / equipment at his premises, all the cost of such inspection like travel, boarding, lodging & other incidental Expenses of the Banks representatives to be borne by

the vendor.

- 4.26.5 The Supplier shall use licensed software for all software products, whether developed by it or acquired from others for integration to BANK application for stationery management. The Supplier shall also indemnify the Bank against any levies/penalties on account of any default in this regard.
- 4.26.6 The selected bidder shall, whenever required, furnish all relevant information, records, and data to such auditors and / or inspecting officials of the Bank / Reserve Bank of India and or any regulatory authority / Banks consultant / Testing agency entrusted by the Bank to carry out this work.
- 4.26.7 Nothing stated herein above shall in any way release the Vendor from any warranty or other obligations under this Contract.

#### **4.27 USE OF CONTRACT DOCUMENTS AND INFORMATION**

- 4.27.1 The Vendor shall not, without the Banks prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.27.2 The Vendor will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.
- 4.27.3 The Vendor shall not, without the Banks prior written consent, make use of any document or information except for purposes of performing the Contract.
- 4.27.4 Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendors performance under the Contract, if so required by the Bank.

#### **4.28 PATENT RIGHTS**

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods / Software / Application or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay. The Vendor shall indemnify the Bank against all third party claims.

#### **4.29 DELIVERY & DOCUMENTATION**

- 4.29.1 The Vendor shall provide such packing of the products as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Size and weights of packing case shall take into consideration, where appropriate, the remoteness of the Products final destination and the absence of heavy handling facilities at all transit points.

4.29.2 Delivery of the Goods and performance of the services/support services shall be made by the Vendor in accordance with the time schedule, specification, scope of the project and other terms & conditions as specified in the RFP/SLA/Contract. Any delay in performing the obligation /defect in performance by the vendor may result in imposition of liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract.

#### **4.30 CONFLICT OF INTEREST**

4.30.1 Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Performance Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidders proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the Bank under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if :

4.30.1.1 the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
- b) subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- c) a constituent of such Bidder is also a constituent of another Bidder; or
- d) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

- e) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- f) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others information about, or to influence the Bid of either or each other; or
- g) such Bidder or any Associate thereof is the Application Solution Provider to the Project or has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.

#### **4.31 TERMINATION FOR DEFAULT**

4.31.1 The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Vendor, may terminate the Contract in whole or in part:

(a) If the Vendor fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;

Or

(b) If the Vendor fails to perform any other obligation(s) under the Contract.

4.31.2 In the event the Bank terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Products similar to those undelivered, and the Vendor shall be liable to the Bank for any excess costs for such similar Products. However, the Vendor shall continue performance of the Contract to the extent not terminated.

#### **4.32 TERMINATION FOR INSOLVENCY**

The Bank may, at any time, terminate the Contract by giving written notice to the Vendor if the Vendor becomes Bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

#### **4.33 TERMINATION FOR SHORT CLOSURE**

The Bank, by written notice sent to the Vendor, may short close the Contract, in whole or in part, at any time for its convenience.

#### **4.34 RESOLUTION OF DISPUTES:** The dispute resolution mechanism to be applied shall be as follows:

4.34.1 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.

4.34.2 In case of Dispute or difference arising between the Bank and the Vendor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996.



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- 4.34.3 Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Bank and the Vendor. The third Arbitrator shall be chosen by mutual discussion between the Bank and the Vendor. The decision of the majority of arbitrators shall be final and binding upon both parties.
- 4.34.4 Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to a Sole Arbitrator who shall be appointed by agreement between the parties. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator.
- 4.34.5 The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration.
- 4.34.6 The venue of arbitration shall be Bengaluru, India. The language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 4.34.7 The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- 4.34.8 The Vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

**4.35 LEGAL DISPUTES AND JURISDICTION OF THE COURT**

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

**4.36 SELECTED VENDOR'S OBLIGATIONS**

- 4.36.1 The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- 4.36.2 The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the goods to the location where delivery is to be given. The Bank would only provide necessary letters if required for enabling procurement of the same.
- 4.36.3 The Vendor is obliged to work closely with the Banks staff, act within its own authority and abide by directives issued by the Bank and implementation activities.
- 4.36.4 The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's

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negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

- 4.36.5 The Vendor is responsible for managing the activities of its personnel or subcontracted personnel and will hold itself responsible for any misdemeanors.
- 4.36.6 The Vendor will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank as explained under Non Disclosure Agreement in **Annexure-5** of this document.

**4.37 POWERS TO VARY OR OMIT WORK:**

- 4.37.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful bidder to make any variation without prejudice to the contract. The finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any suggested variations would, in the opinion of the finally selected bidders, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful bidder to make such other modified variation without prejudice to the contract. If Bank confirms his instructions, the successful bidders obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.
- 4.37.2 In any case in which the successful bidder has received instructions from Bank as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- 4.37.3 As per the nature of project , the stationery items (customised/non customised) specifications may be required to be changed/modified as well as new items will be introduced which will be required to be incorporated promptly by the vendor and supplied as per order indented by the branches/offices. The change in price as decided by comparable item/otherwise as finalised by the Bank will be acceptable to the vendor. Further the number of items & its quantity mentioned is only approximate and it may increase/decrease as per banks requirement.

**4.38 NO WAIVER OF BANK RIGHTS OR SUCCESSFUL BIDDERS LIABILITY:**

Neither any payment sign-off by the Bank, nor any payment by the Bank for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Bank shall affect or prejudice the rights of the Bank against the finally selected bidders, or relieve the finally selected bidders of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in the Bank to pay for alterations/ amendments/ variations, or discharge the liability of the successful bidder for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Bank nor shall any such certificate nor the acceptance by him of any such paid on account or otherwise affect or prejudice the rights of the successful bidder against the Bank.

#### 4.39 MISCELLANEOUS

A detailed contract agreement/SLA will be finalised after selection of successful bidder wherein bank may add some more terms and conditions in the contract agreements (SLA) as per RFP scope as well as requirement of the project and feedbacks of vendors as it deems fit. The learning from pilot project will also be incorporated in the SLA.

#### 4.40 OTHERS :

- 4.40.1 BANK reserves the right to accept or reject any or all Bids without assigning any reason thereof and Banks decision in this regard will be treated as final. Bids may be accepted or rejected in total or any part or items thereof. No contractual whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of the Bank and the Bidder. However, until a formal contract is prepared and executed, this offer together with Banks written acceptance & notification of award shall constitute a binding contract with the vendor.
- 4.40.2 Any Bid not containing sufficient information, in view of BANK, to permit a thorough analysis may be rejected.
- 4.40.3 The Bank shall have the right to reject the bids not submitted in the prescribed format or incomplete in any manner.
- 4.40.4 CANARA BANK is not responsible for non-receipt of bids within the specified date and time due to any reason including postal delays or holidays.
- 4.40.5 The Bank also reserves the right to alter/ modify any/ some/ all of the requirements, as it may deem necessary, and notify the same through email/letter/fax before the last date for submission of response under this RFP. The Bidders should be agreeable for the same.
- 4.40.6 Bids not conforming to the requirements of the RFP may not be considered by BANK. However, BANK reserves the right, at any time, to waive any of the requirements of the RFP, if in the sole discretion of BANK, the best interest of BANK be served by such waiver.
- 4.40.7 Bidder understands that the items and consumption details thereof mentioned in the **Annexure-13** is only tentative **not only the number of items to be supplied but its consumption may also vary drastically.**
- 4.40.8 BANK shall have the right to cancel the RFP process at any time prior to award of contract, without thereby incurring any liabilities to the affected Bidder(s). Reasons for cancellation, as determined by BANK in its sole discretion include but are not limited to, the following:
- Project contemplated is no longer required or has undergone major changes.
  - Scope of work were not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments
  - Proposed prices are unacceptable to the project
  - The Project is not in the best interest of BANK
  - Any other reason
- 4.40.9 BANK reserves the right to verify the validity of bid information and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of RFP or even after award of contract.

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- 4.40.10 BANK reserves the right to re-negotiate the prices in the event of changes in the market conditions and/or technology etc
- 4.40.11 Bank reserves the right to appoint a consultant at any stage during bidding process.
- 4.40.12 During the term of agreement, bidder will not hire or retain, either as an employee or consultant any employee of Bank. During the contract period, Bank will also not hire or retain, either as an employee or consultant, any employee of the bidder. This shall not be applicable to the normal recruitment process of bank.
- 4.40.13 All pages of RFP should be stamped and signed by Authorized Signatory of the Bidder.
- 4.40.14 Vendor should carry out promptly any change request necessitated by the Bank
- 4.40.15 Bank may choose to take an undertaking from Vendor employees to maintain the confidentiality of the Banks information/documents etc. Bank may seek details / confirmation on background verification of Vendors employees worked/working on Banks project as may have been undertaken / executed by the Vendor. Vendor should be agreeable for any such undertaking/verification.
- 4.40.16 In case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Bidder.
- 4.40.17 **Governing Language:** The governing language shall be English.
- 4.40.18 **Applicable Law:** The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive jurisdiction of courts at Bengaluru.
- 4.40.19 **Taxes and Duties**
- a) Income / Corporate Taxes in India: The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Vendor shall include all such taxes in the contract price.
- b) 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 Vendor. 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 Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

**4.41 SHREDDING METHOD :**

Waste of Paper and Stationery with Bank's name & logo shall not be disposed off or sold in the Market as it is. Instead the same shall be duly shred and then disposed off. Any violation of this term shall be treated as Violation of Principal Terms of Contract and the Bank is entitled to claim damages.

**GENERAL MANAGER**

**Annexure - 1**

<b>Details of The Vendor / Bidder</b>	
1) Name of the Vendor / Bidder	
2) Constitution of the Vendor / Bidder	
3) Date of Incorporation and / or commencement of business	
4) Documentary Proof of Incorporation	
5) Complete postal address / contact details of the Vendor / Bidder	
6) Brief description of the Vendor / Bidder including details of its main line of business	
7) Company / Firm Website	
8) Particulars of the Authorized Signatory of the Vendor / Bidder :	
a) Name	
b) Designation	
c) Address	
d) Phone Number (Land Line) Fax Number	
e) Mobile Number	
f) E-mail Address	

Date :

Signature and Seal of Vendor / Bidder / Company / Firm

Annexure - 2

Bid Covering Letter

Our Reference No:

Date:

To  
The General Manager  
Canara Bank  
Stationery Section  
Bangalore - 560 026  
Karnataka

Dear Sir,

Sub :: End to End Printing & Stationery Management Solution in the Bank i.e. printing / procurement of all the Books & Forms and stationery items in specified formats and supplying the same within the specified TAT to the branches/offices.

Ref :: **GAW:SS:ENQ-1/09-2018 DATED: 12-Sep-2018.**

Having examined the tender document including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer for subject items are in conformity with the said tender in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

If our offer is accepted, we undertake to execute the printing/procure required books, forms & stationery items as per the indent given the branches/offices of the Bank, as per timelines mentioned in the RFP.

We agree to abide by this offer till 120 days from the date of opening of Commercial Bid (Indicative) and for such further period as mutually agreed between the bank and successful bidder, and agreed to in writing by the bidder. We also agree to keep the Earnest Money Deposit/Bank Guarantee in lieu of EMD during the entire validity period of the tender. However if we withdraw our offer within the said validity period, you shall have the right to forfeit the EMD/invoke the Bank Guarantee in lieu of EMD, without reference to us. We agree to abide by and fulfil all the terms and conditions of the tender and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in tender together with the return acceptance of the contract.

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

We are enclosing herewith our DD or Fixed deposit of canara bank No. \_\_\_\_\_ Dtd. \_\_\_\_\_ for Rs.....drawn on \_\_\_\_\_ Bank towards Earnest Money Deposit or Bank guarantee. No. form .....  
( strike which ever is not applicable )

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

Signature. \_\_\_\_\_

Name of the company/Authorised Supplier with seal  
(PLEASE ENSURE THAT ALL THE COLUMNS ARE FILLED BEFORE SUBMITTING THE TENDER)

**Bid Questionnaire cum Eligibility Criteria**

Sl. No.	Criteria	Response	Remark
1.	<b>Whether</b> applicant vendor has fully understood the requirement of BANK as mentioned in RFP REFERENCE NO.GAW:SS:ENQ-1/09-2018 DATED: 12-Sep-2018 and whether have capability to undertake such task.	Yes/No	
2.	<b>Whether</b> having existing Web interface whereby its client can indent and monitor its orders <b>or Whether</b> having existing IT infrastructure to accept online indenting and providing other online support services as mentioned in EOI/RFP.	Yes/No	<b>If Yes</b> , please mention the workflow and various facilities available and details of any existing client, if any, using it.
3.	<b>Whether</b> having capability of customizing/Dovetailing/ Integrating of IT infrastructure with that of Bank.	Yes/No	If NO, time required for the vendor for customizing / Dovetailing / Integrating of IT infrastructure with that of Bank.
4.	<b>Whether</b> having Own / Tie up Operational Print facility to meet the obligation under the scope of work.	Yes/No	Please mention zone wise detailed list of own / tie-up Printers with their specifications & Capacity in terms of weight of paper (in tons)
5.	<b>Whether</b> having Own/Partner operational Warehouse & offices spread across India	Yes/No	Please mention zone wise detailed list of own/tie-up Warehouse & its available Capacity.
6.	<b>Whether</b> having capabilities for Pan India Supply & Distribution to meet the requirement under scope of work.	Yes/No	
7.	<b>Whether</b> Having Existing tie up with couriers & India Post	Yes/No	Please mention details of tieup and coverage of couriers in terms of pincodes covered.
8.	<b>Whether</b> complied with Full Statutory requirements.	Yes/No	Please mention Any disputes more than 1 crore.
9.	<b>Whether</b> any disputes are outstanding with any PSUs etc involving monetary implication of Rs.1.00 Crore & above.	Yes/No	If Yes full details may be provided

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9.	Whether having BCP/DRP Plan.	Yes/No	Please mention Plan/Writeup how the vendor will meet business continuity in case of any eventuality. Whether it has capability of continuing the operation in case of any breakdown/lockup etc. a) In case of exigencies printing can be shifted to other own/tie-up Printers; b) Delivery can be arranged with other courier)
10.	The Bidder should be a registered Company/LLP in India as per applicable Acts and should have been in the line of business of printing and supply of books, forms & stationery items directly for at least last two years as on 31-03-2018.	Yes/No	Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company (OR) Certificate of Incorporation in case of Private Limited Company/LLP, issued by the Registrar of Companies.
11.	The Bidder should have an experience of having supplied standardized printing and stationery items to a minimum of two organizations of repute preferably in the area of Banking, financial services and insurance with 500 or more offices spread over 5 or more states with the requisite logistic arrangement.	Yes/No	Necessary evidences by way of copy of order and/or certificate of project awarding the contract / letters from the organizations concerned shall be furnished by the Bidder.
12.	The Bidder should own an existing IT architecture / e-platform with web based online ordering, indenting, supply distribution and monitoring system with a provision for detailed MIS as well as a complaint redressal system. The said IT infrastructure should be capable of being smoothly integrated with the IT platform of the Bank, if required.	Yes/No	A Declaration to that effect to be given.
13.	The Bidder must have existing printing arrangements with ISO or equivalent certifications. (machinery/equipments/arrangements)	Yes/No	The vendor shall submit documents evidencing tie-up arrangements / details of own arrangements.
14.	The Bidder should have all the necessary approvals / statutory clearances in place to undertake such activities.	Yes/No	Copies of the documents duly attested by the Vendor under seal and signature of the Firm.
15.	The Bidder should be agreeable to provide a dedicated Help desk for the Bank.	Yes/No	Bidder has to submit dedicated Help Desk details to this effect. (Minimum 5 contact persons)



**STATIONERY SECTION - GA WING - HEAD OFFICE - BENGALURU**

16.	The Bidder should have positive Net Worth as on 31/03/2018.	Yes/No	The Bidder must produce a certificate from the Company's Chartered Accountant to this effect.
17.	The Turnover of the Bidder should be minimum Rs. 25 Crores each year during last Two financial years (i.e. 2016-17 and 2017-18).	Yes/No	Audited balance Sheet for last Two (2) Years (i.e. 2016-17 and 2017-18). In case Audited Balance sheet for 2017-18 is not ready, Bidder must produce a certificate from the Company's Chartered Accountant to this effect.
18.	The empanelled vendor should have the capabilities to deliver across PAN India (including a large number of branches in rural and hilly areas) and also to the branches / offices that are likely to be opened during the contract period.	Yes/No	A Declaration to that effect to be produced.
19.	The Bidder should not be a blacklisted/ debarred company as on date of submission of RFP by any Government entity, Bank, Financial Institutions.	Yes/No	Bidder should submit an undertaking letter to this effect in Letter Head.
20.	The bidder should have satisfactorily executed a contract/work-order minimum worth of Rs.10.00 Crores per annum for the preceding 02 years towards printing/procurement and supplying of books/forms/stationery items to Government Organizations / PSUs.	Yes/No	Copy of work-order should be enclosed.

Declaration -

- We confirm that we will abide by all the terms and conditions contained in the RFP.
- We hereby unconditionally accept that the Bank can at its absolute discretion apply whatever criteria it deems appropriate not just limiting to those criteria set out in the RFP in short-listing of the bidder/s.
- All the details mentioned by us are true and correct and if the Bank observes any misrepresentation of facts on any matter at any stage, the Bank has the absolute right to reject the proposal and disqualify us from the selection of process.
- We confirm that we have noted the contents of the RFP and have ensured there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Date :

Signature and Seal of Company

**ANNEXURE – 4**

**Banks Zone wise / Circle wise Coverage of States/UTs**

Sl. No.	Circles	States / UTs / Locations Covered	Zones
01	Chandigarh	Chandigarh, Himachal Pradesh, Jammu & Kashmir, Punjab	North
02	Delhi	Delhi, Uttar Pradesh, Uttarkhand	North
03	Lucknow	Uttar Pradesh	North
04	Chennai	Tamil Nadu, Pondicherry	South
05	Madurai	Tamil Nadu	South
06	Trivandrum	Kerala, Pondicherry	South
07	Hyderabad	Telangana	South
08	Vijayawada	Andhra Pradesh	South
09	Bhuvaneshwar	Odisha	East
10	Kolkota	West Bengal, Andaman & Nicobar, Sikkim,	East
11	Mumbai	Maharashtra	West
12	Pune	Maharashtra	West
13	Ahmedabad	Gujarat, Dadra & Nagar Haveli, Daman & Diu	West
14	Jaipur	Rajasthan	North
15	Guwahathi	Assam, Manipur, Meghalaya, Mizoram, Nagaland, Tripura	North-East
16	Patna	Bihar	East
17	Mangalore	Karnataka, Goa	South & West
18	Bengaluru	Karnataka	South
19	Ranchi	Jharkhand,	North
20	Karnal	Haryana	North
21	Bhopal	Madhya Pradesh, Chhattisgarh,	North

**Note :**

Any other office of bank or its associates not mentioned above in column (2) above like MCG/CAG/SBLCs or other branches/offices would report to and have support from office of the vendor located in their area falling under concerned BANK Circle.

However, the above zone wise classification is only tentative and bank reserves the right to change/modify/reallocate the areas/circles as per its requirements.

**Annexure - 5**

Non-Disclosure Agreement Format

(To be given on the Company's Letter Head)

WHEREAS, we \_\_\_\_\_, having registered Office at \_\_\_\_\_, hereinafter referred to as the Bidder, are agreeable to provide "End to End Printing & Stationery Management Solution in the Bank i.e. printing/procurement of all the Books/forms/stationery items in specified formats and supplying the same within the specified TAT to the branches/offices as per online requisition/indenting made through software applications made available by us (which, if needed, can be seamlessly integrated with the IT platform of the Bank) apart from generating MIS and support services" to CANARA BANK having its Head Office at 112, J C Road, Bengaluru-560002 hereinafter referred to as the Bank and,

WEHEREAS, the Bidder understands that the information regarding the Bank's End to End Printing & Stationery Management Solution shared by the Bank in their request for proposal is confidential and / or proprietary to the BANK, and

WEHEREAS, the Bidder understands that in the course submission of the offer for End to End Printing & Stationery Management Solution and / or in the aftermath thereof, it may be necessary that the Bidder may perform certain jobs / duties on the Bank properties and / or have access to certain plants, documents, approvals or information of the BANK;

NOWHEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, in order to induce the Bank to grant the Bidder specific access to the BANK's property / information. The Bidder will not publish or disclose to others, nor, use in any services that the Bidder performs for others, any confidential or proprietary information belonging to the BANK, unless the Bidder has first obtained the BANK's written authorization to do so.

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

The Bidder shall not, without the BANK's written consent, disclose the contents of this request for the proposal (BID) or any provision thereof, or any specifications, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection there with, to any person(s) other than those employed / engaged by the Bidder for the purpose submitting the offer to the BANK and / or for the performance of the contract in the aftermath. Disclosure to any employed / engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purpose of such performance.

Date:

Signature and Seal of Company

**ANNEXURE – 6 TIMELINES FOR SUPPLY OF STATIONERY ITEMS TO VARIOUS BRANCHES/OFFICES**

Service Category and Delivery of Stationery	Order Placement Window will be provided and shall be open for placing the order through-out the period. The orders placed by the branches/offices through the order placing window, shall be printed/procured and delivered to India Post/courier agency as decided by the Bank WITHIN 07 DAYS from date of the indent of the branches/offices for onward delivery to the branches/offices concerned.
Complaint Redressal	Vendor shall respond to all the issues/complaint within 2 days and strive to resolve the issue within 7 working days.
Reports / MIS	Generation and submission of various MIS reports at regular intervals apart from any specific report as demanded by the Bank. Delay/Non submission will entail suitable penalty.
Penalty	The Bank reserves its right of levying penalty charges apart from cancellation of contract for non-performance/ deficiency in services including quality, delay and non-response to any issue/complaint. In case of non supply of items within given timelines, a penalty of 0.1 percent of the total consideration (related purchase order) for each day delay. The Bank also reserves the right to shift some circle/areas/orders to some other vendor or altogether cancel the contract and/or invoking the performance guarantee apart from levying penalty. Bank reserves the right to modify the timelines/penalties.

Annexure - 7

Authorization Letter

The General Manager  
Canara Bank  
Stationery Section  
Head Office  
Bangalore - 560 026, Karnataka

Dear Sir,

Sub :: End to End Printing & Stationery Management Solution in the Bank i.e. printing / procurement of all the Books & Forms and stationery items in specified formats and supplying the same within the specified TAT to the branches/offices.

Ref :: **GAW:SS:ENQ-1/09-2018 DATED: 12-Sep-2018.**

This has reference to your above Enquiry for supply of the subject items.

We hereby authorize Mr. Miss/Mrs. \_\_\_\_\_ to attend the bid opening of the above bids on the due dates on behalf of our organization.

The specimen signature is attested below:

\_\_\_\_\_  
Specimen Signature of Representative

\_\_\_\_\_  
Signature of Authorizing Authority

\_\_\_\_\_  
Signature of Attesting Authority

\_\_\_\_\_  
Name of Authorizing Authority

**Annexure - 8**  
(Undertaking letter)

The General Manager  
Canara Bank  
Stationery Section  
Head Office  
Bangalore - 560 026  
Karnataka

Dear Sir,

Sub :: End to End Printing & Stationery Management Solution in the Bank i.e. printing / procurement of all the Books & Forms and stationery items in specified formats and supplying the same within the specified TAT to the branches/offices.

Ref :: **GAW:SS:ENQ-1/09-2018 DATED: 12-Sep-2018.**

This has reference to your above Enquiry for supply of the subject items.

We hereby state that we M/s \_\_\_\_\_ have submitted the above tender documents duly filling at the appropriate places without making any alterations, corrections, omissions in the tender issued by the bank or downloaded from the web site.

Name of the company/Authorised Supplier with seal.

Annexure - 9

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To

The General Manager  
Canara Bank, Stationery Section  
G A Wing, Head Office  
Bengaluru - 560 026, Karnataka

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

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

THE CONDITIONS of this obligation are:

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

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

Notwithstanding anything contained herein

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

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2018.

(SIGNATURE & SEAL OF THE BANK)

Annexure - 10

**BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT**

Guarantee No.....  
Amount of Guarantee Rs.....  
Guarantee cover from Dated : .....  
To Dated: .....  
Last Date for Lodgment of claim: .....

To:  
The General Manager  
Canara Bank, Stationery Section  
G A Wing, Head Office  
Bangalore - 560 026, Karnataka

In consideration of ..... (hereinafter called "Beneficiary") having agreed to exempt ..... Ltd., having its Registered Office situated at ..... (hereinafter called the "the obligator(s)") from the demand of Security Deposit of Rs..... (Rupees ..... only) under the terms and conditions of an agreement dated ..... (hereinafter called the "said Agreement") for the due fulfillment by the said obligator of the terms and conditions contained in the said agreement, on production of the Bank Guarantee for Rs..... (Rupees ..... only), at the request of the obligator \_\_\_\_\_ Bank, a Scheduled Bank within the meaning of Schedule 2 of Reserve Bank of India Act,1934 having its Head Office at \_\_\_\_\_ amongst others a branch at ..... (hereinafter referred to as "the Bank") has agreed to give following guarantee in favour of the beneficiary for an amount not exceeding Rs..... (Rupees ..... only) against any loss or damage caused to or suffered or would be caused to or suffered by reason of any breach by the said Obligator(s) of any of the terms and conditions contained in the said agreement.

1. We, the Bank to hereby undertake to pay the amount payable under this guarantee without any demur merely on a demand from the beneficiary stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by reason or any breach of the terms and conditions contained in the said agreement or by reason of the obligator's failure to perform the said agreement. Any such demand in writing made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
2. We, the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the beneficiary under or by virtue of the said agreement have been fully paid and its claims satisfied or till the beneficiary certifies that the terms and conditions of the said agreement have been fully discharged this guarantee. Unless a demand for claim under this guarantee is made on us in writing on or before ..... we shall be discharged from all liabilities under this guarantee thereafter.



3. We, the Bank further agree that the beneficiary shall have the fullest liberty, without consent and without effecting in any manner or obligations hereunder, to extend time of performance the said obligator(s) from time to time or to postpone for any time any of the powers exercisable by the beneficiary against the said obligator(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved of our liability by reason of any extension being granted to the said obligator(s) for any forbearance, act or omission on the part of the beneficiary or any indulgence by the beneficiary to the said obligator(s) or by any such matter or thing whatsoever which under the law relating to sureties would not for this provision have effect of so relieving us.
4. We, the Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the beneficiary in writing.
5. Notwithstanding anything contained herein:
  - i. Our liability under this Bank Guarantee shall not exceed Rs. .... (Rupees ..... only)
  - ii. This Bank Guarantee is valid upto ..... and
  - iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (mention period of the guarantee as found under clause (ii) above plus claim period)

PLACE:

DATE :

SIGNATURE

Annexure - 11

(INTEGRITY PACT)

PRE CONTRACT INTEGRITY PACT

1. GENERAL

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

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

1.2. WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) /engage the services and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is willing to offer/has offered the stores/services and

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

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

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

2.1. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service/Materials at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2. Enabling BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing

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assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures.

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

**COMMITMENTS OF THE BUYER**

The BUYER commits itself to the following:-

3.1. The BUYER represents that all officials of the BUYER, connected whether directly or indirectly with the procurement process are duty bound by rules and regulations governing their service terms and conditions not to demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

3.2. The BUYER will, during the pre-contract stage, treat all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS alike, and will provide to all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS the same information and will not provide any such information to any particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER which could afford an advantage to that particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER in comparison to the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS.

3.3. The BUYER shall report to the appropriate Government Regulators/Authorities any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach, as and when the same is considered necessary to comply with the law in force in this regard.

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

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

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

4.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration,

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reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the BUYER.

4.3. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is the original Manufacturer/Integrator/Authorized government sponsored export entity of the stores/Authorised Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such materials/services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

4.4. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.5. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.6. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.

4.7. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

## 5. PREVIOUS TRANSGRESSION

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

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

**6. EARNEST MONEY (SECURITY DEPOSIT)**

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

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

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

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

**7. SANCTIONS FOR VIOLATIONS**

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

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. However, the proceedings with the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) would continue.

(ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

(iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Lending Rate (MCLR/Base Rate) of \_\_\_\_\_ (Name of the Bank/Financial Institution) while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER /CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER .

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other contracts with the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

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(vii) To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, the same shall not be opened.

(x) Forfeiture of The Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(xi) The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

7.2. The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/ SELLER/CONTRACTOR/SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

## 8. FALL CLAUSE

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

## 9. INDEPENDENT EXTERNAL MONITORS

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

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

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

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

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

9.6. The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project /Procurement documentation of the BUYER including that provided by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFP/Tender is being /has been submitted by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractors( ) with confidentiality.

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

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

#### 10. FACILITATION OF INVESTIGATION

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

#### 11. LAW AND PLACE OF JURISDICTION

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

#### 13. OTHER LEGAL ACTIONS

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

#### 13. VALIDITY

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

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

14. The parties hereby sign this Integrity Pact at ..... on .....

BUYER  
Name of the Officer

Designation

Name of Wing

Canara Bank

BIDDER  
CHIEF EXECUTIVE OFFICER /  
AUTHORISED SIGNATORY

Witness

1)

2)

Witness

1)

2)



Annexure - 12

Format for Sending Pre-Bid Queries

Sl. No.	Page No. of RFP	Clause No.	RFP Clause	Bidder's Query
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Date :

Signature and Seal of Company

Annexure - 14

**COMMERCIAL BID (INDICATIVE)**  
(To be included in Commercial Bid Proposal Envelope)

To  
The General Manager  
Canara Bank, Stationery Section  
G A Wing, H.O  
Bengaluru - 560 026  
Karnataka

Dear Sir,

Sub :: End to End Printing & Stationery Management Solution in the Bank i.e. printing / procurement of all the Books & Forms and stationery items in specified formats and supplying the same within the specified TAT to the branches/offices.

Ref :: **GAW:SS:ENQ-1/09-2018 DATED: 12-Sep-2018.**

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Commercial Bid (Indicative) for the various items detailed in **Annexure-13** along with hard copy as per enclosure to this annexure in conformity with the said RFP documents :-

Sl. No.	Description	Amount in (Rs.)
1	Total Cost of Part (A) i.e., Forms	
2	Total Cost of Part (B) i.e., Books	
3	Total Cost of Part (C) i.e., Stationery Items	
GRAND TOTAL OF Sl. No.1, 2 & 3		

The price should be inclusive of Paper Cost, Labour Charges, Printing Cost, and Packing Charges including Packing Material. The prices should be inclusive of all taxes excluding GST. The bids are valid for 120 days from the date of opening of bid.

Dated this ..... day of ..... 2018

(Signature) (Name) (In the capacity of)  
Duly authorized to sign bid for and on behalf of

Date :

Signature and Seal of Company

**Annexure-15**  
**Business Rules and Terms & Conditions of Reverse Auction**

Reverse Auction event will be carried out among the Technically Qualified Bidders, for providing opportunity to the Bidders to quote the price dynamically for the procurement for which RFP is floated

**A) Definitions :**

- 1) "Bank" means Canara Bank
- 2) "Service Provider" means the third party agency / company who has been selected by the Bank for conducting Reverse Auction. [M/s e-Procurement Technologies Ltd.]
- 3) "L1" means the Bidder who has quoted lowest price in the Reverse Auction process.
- 4) "L2" means the Bidder who has quoted second lowest price in the Reverse Auction process.

**B) Eligibility of Bidders to participate in Reverse Auction :**

- 1) Bidders who are technically qualified in terms of the relative Terms & Conditions of the RFP and accept the Business Rules, Terms & conditions of Reverse Auction and submit the undertakings as per **Annexure-15(1)**, can only participate in Reverse Auction related to the procurement for which RFP is floated. Bidders not submitting the above undertaking or submitting with deviations / amendments there to, will be disqualified from further evaluation / participation in the process of relevant procurement.
- 2) Bidders should ensure that they have valid digital certificate well in advance to participate in the Reverse Auction. Bank and / or Service Provider will not be responsible in case Bidder could not participate in Reverse Auction due to non-availability of valid digital certificate.

**C) Training :**

- 1) Selected vendors shall coordinate with our Bank/Our Service Provider [M/s e-Procurement Technologies Ltd.] for getting necessary details and reverse auction demos before commencement of live reverse auction process. Else, bidder not getting the required clarification / demos will do so at his own risk. The service provider for Reverse Auction and their contact details shall be shared with the selected bidders.

**D) Reverse Auction Schedule:**

- 1) The date & time of start of Reverse Auction and its duration of time will be informed to the eligible Bidders well in advance before the Reverse Auction date.
- 2) Bank reserves the right to postpone / change / cancel the Reverse Auction event even after its communication to Bidders without assigning any reasons there for.

**E) Bidding Currency:** Bidding will be conducted in Indian Rupees (INR).

**F) Start Price (CAP Price):**

Bank will determine the Start Price (CAP Price) for Reverse Auction -

- 1) on its own and / or
- 2) evaluating the price band information called for separately from each eligible Bidder at appropriate time and / or
- 3) based on the price bids received and if opened, Bank may determine the start price (CAP Price) on the basis of the lower quote received.

**G) Decremental Bid Value :**

- 1) The bid decrement value will be specified by Bank before the start of Reverse Auction event. It can be a fixed amount or percentage of Start Price (CAP Price) or both.
- 2) Bidder is required to quote his bid price only at a decremental value.
- 3) Bidder need not quote bid price at immediate next available lower level, but it can be even at 2/3/4 .... level of next available lower level .

**H) Conduct of Reverse Auction event :**

- 1) Reverse Auction will be conducted on a specific web portal meant for this purpose with the help of the Service Provider identified by the Bank. [M/s e-Procurement Technologies Ltd.]
- 2) Service Provider will make all necessary arrangement for fair and transparent conduct of Reverse Auction like hosting the web portal, imparting training/demo to eligible Bidders etc., and finally conduct of Reverse Auction.
- 3) Bidders will be participating in Reverse Auction event from their own office / place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by Bidder themselves.
- 4) Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of Reverse Auction irrespective of the cause.
- 5) For making the process of Reverse Auction and its result legally binding on the participating Bidders, Service Provider will enter into an agreement with each eligible Bidder, before the start of Reverse Auction event. Without this Bidder will not be eligible to participate in the event. The format of the agreement is as per the **ANNEXURE-15(3)**.
- 6) Bidders name will be masked in the Reverse Auction process and will be given random dummy names by the Service Provider.
- 7) Bidder / his authorized representatives will be given unique Login ID & Password by Service Provider. Bidder/his authorized representative will change the Password after the receipt of initial Password from Service Provider to ensure confidentiality. All bids made from the Login ID given to the Bidders will be deemed to have been made by the concerned Bidder/his company.
- 8) Reverse auction will be conducted as per English Reverse Auction with no tie where more than one Bidder cannot have identical bid price.
- 9) Any bid once made by the Bidder through registered Login ID & Password, the same cannot be cancelled. The Bidder is bound to supplies as per the RFP at the bid price of Reverse Auction.
- 11) Reverse Auction will normally, be for a period of ½ hour (i.e. 30 Minutes). If a Bidder places a bid price in last 10 minutes of closing of the Reverse auction, the auction period shall get extended automatically for another 10 minutes. No. of extension will be unlimited. In case there is no bid price in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension.  
(The time period of Reverse Auction & Maximum number of its extensions & time are subject to change and will be advised to eligible Bidders before the start of the Reverse Auction event.)
- 12) Bidder will be able to view the following on their screen along with the necessary fields in Reverse Auction:
  - i) Opening Price
  - ii) Leading / Lowest Bid Price in Auction (only total price)
  - iii) Last Bid Price placed by the respective Bidder.
- 13) During Reverse Auction, if no bid price is received within the specified time, Bank, at its discretion, may decide to revise Start Price (CAP Price) / Decremental Value / scrap the reverse auction process / proceed with conventional mode of tendering.

**I) Reverse Auction Process:**

- 1) At the end of Reverse Auction event Service Provider will provide the Bank all necessary details of the bid prices and reports of Reverse Auction.
- 2) Upon receipt of above information from Service Provider, Bank will evaluate the same and will decide upon the winner i.e. Successful Bidder.
- 3) Successful Bidder has to mail the scanned copy duly signed filled-in prescribed format **Annexure-15(2)** as provided on case-to-case basis to Bank within 24 hours of Reverse Auction without fail. The Original signed **Annexure-15(2)** should be couriered so as to reach us within 2 working days of Reverse Auction without fail.
- 4) Any variation between the on-line Reverse Auction bid price and signed document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vender to conduct business with Bank as per prevailing procedure.
- 5) Successful Bidder has to give break-up of his last/lowest bid price as per Bill of Material at the end of Reverse auction event within 2 working days without fail.
- 6) Successful Bidder is bound to supply at their final bid price of Reverse Auction. In case of back out or not supply as per the rates quoted, Bank will take appropriate action against such Bidder and / or forfeit the Bid Security amount, debar him from participating in future.
- 7) In case Bank decides not to go for Reverse Auction related to the procurement for which RFP is floated and price bids if any already submitted and available with Bank shall be opened as per Bank's standard practice.

**J) Bidder's Obligation:**

- 1) Bidder will not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly with other suppliers / Bidders
- 2) Bidder will not divulge either his Bid details or any other details of Bank to any other party without written permission from the Bank.

**K) Change in Business Rules, Terms & Conditions of Reverse Auction:**

- 1) Bank reserves the right to modify / withdraw any of the Business rules, Terms & conditions of Reverse Auction at any point of time.
- 2) Modifications of Business rules, Terms & conditions of Reverse Auction will be made available on website immediately.
- 3) Modifications made during the running of Reverse Auction event will be advised to participating Bidders immediately.

Annexure-15(1)

(To be submitted on company letter head by all Bidders participating in Reverse Auction)

To,  
Canara Bank , Stationery Section, GA Wing, Head Office, Bangalore

Date : -----

Acceptance of Reverse Auction Business Rules and Terms & conditions in respect of Tender / RFP Ref. No. \_\_\_\_\_ Dated \_\_\_\_\_ For procurement of \_\_\_\_\_

=====

We refer to the captioned subject and confirm that -

- 1) The undersigned is our authorized representative.
- 2) We have accepted and abide by all Terms of captioned Tender documents and Business Rules and Terms & conditions of Reverse Auction for the procurement for which RFP is floated.
- 3) Bank and Service Provider shall not be liable & responsible in any manner whatsoever for my / our failure to access & bid in Reverse Auction due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 4) We understand that in the event we are not able to access the auction site, we may authorize Service Provider to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either Bank or Service Provider regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
- 5) I / We do understand that Service Provider may bid on behalf of other Bidders as well in case of above mentioned exigencies.
- 6) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
- 7) We will participate in Reverse Auction conducted by \_\_\_\_\_ (name of Service Provider) and agree to enter into an agreement with him (Service Provider) for making the process of Reverse Auction and its result legally binding on us.
- 8) We will mail the scanned copy duly signed filled-in prescribed format (Annexure-15(2)) as provided on case-to-case basis, to Bank within 24 hours of end of Reverse Auction without fail.
- 9) We will give break-up of our last / lowest bid price as per Bill of Material at the end of Reverse Auction event within 2 working days without fail.
- 10) We undertake to supply at our final lowest bid price of Reverse Auction. In case of back out or not supply as per the rates quoted by us, Bank is free to take appropriate action against us and / or forfeit the Bid Security amount, debar us from participating in future tenders.
- 11) We nominate our official Shri \_\_\_\_\_ Designation \_\_\_\_\_ of our company to participate in Reverse Auction. We authorize Bank to issue USER ID & PASSWORD to him. His official e-mail & contact number are as under - Email : Mobile:

-----

Signature with company seal :  
Name of Authorized Representative :  
Designation:  
Email :  
Mobile :  
Tel. No:  
Fax No.:

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Annexure-15(2)

(To be submitted /

faxed by Successful Bidder of Reverse Auction within 2 Working Days from the end of Reverse Auction event)

To,

Canara Bank, Stationery Section, GA Wing, HO, Bangalore

Date : -----

Sir,  
Final / Lowest Bid Price quoted in Reverse held on \_\_\_\_\_ in respect of Tender / RFP Ref. No. \_\_\_\_\_ Dated \_\_\_\_\_ For procurement of \_\_\_\_\_

=====

We confirm that the final total bid price quoted by us in the captioned Reverse Auction event for captioned tender is as under - Rs. ( in figure) : \_\_\_\_\_ Rs. ( in words) : \_\_\_\_\_ ( We confirm that - 1) [ ] We enclose herewith the detailed break-up of above price as per Bill of Material OR [ ] We undertake to give detailed break-up of above bid price as per Bill of Material within 2 working days from the end-of Reverse Auction event.

2) Any variation between the on-line Reverse Auction bid price quoted by us and this document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vender to conduct business with Bank as per prevailing procedure. In such case Bank is free to take appropriate action and / or forfeit the Bid Security amount and / or debar him from participating in future

3) We are bound to supply at the above final bid price of Reverse Auction.

4) We note that in case of back out or not supply as per the above rates quoted by us, Bank will take appropriate action against us and / or forfeit our Bid Security amount and / or debar him from participating in future

Signature with company seal :

Name of Authorized Representative :

Designation :

Email :

Mobile :

Tel. No :

Fax No :

**STATIONERY SECTION - GA WING - HEAD OFFICE - BENGALURU**

**Annexure-15(3) : Process Compliance Form**

(The Bidders are required to print this on their company's letter head and sign, stamp before faxing to Service Provider)

To

( Name & Address of Service Provider)

Sub: Agreement to the Process related Terms and Conditions for the Reverse Auction

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document for procurement of Hardware against the RFP/Tender No. \_\_\_\_\_

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction and the RFP as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that \_\_\_\_\_(Bank) and \_\_\_\_\_(Service Provider) shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 5) We understand that in the event we are not able to access the auction site, we may authorize \_\_\_\_\_(Service Provider) to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either \_\_\_\_\_(Bank) or \_\_\_\_\_(Service Provider) regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
- 6) I/we do understand that \_\_\_\_\_(Service Provider) may bid on behalf of other Bidders as well in case of above mentioned exigencies.
- 7) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
- 8) We also confirm that we will fax the price confirmation & break up of our quoted price as per **Annexure-15(2)** as requested by \_\_\_\_\_(Bank) / \_\_\_\_\_(Service Provider) within the stipulated time.

We, hereby confirm that we will honour the Bids placed by us during the auction process.

With regards

Signature with company seal Name - Company / Organization -

Designation within Company / Organization -

Address of Company / Organization -