

REQUEST FOR PROPOSAL [RFP] FOR

"SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF SELF SERVICE PASSBOOK PRINTING KIOSK & BAR CODE PRINTER"

ISSUED BY: CANARA BANK,

DIGITAL DEVICES PROCUREMENT SECTION,

DIGITAL BANKING SERVICES WING,

HEAD OFFICE,

5TH FLOOR, NAVEEN COMPLEX,

NO. 14, M G ROAD, BANGALORE - 560 001

Bid Details in Brief

SI. No.	Description	Details
1.	RFP No. and Date	RFP-DBS-03/2018-19 dated 25/09/2018
2.	Brief Description of the RFP	Supply, Installation, Commissioning and Maintenance of Self Service Passbook Printing KIOSKs & Bar Code Printers
2	Bank's Address for Communication and	Deputy General Manager Canara Bank, DDP Section, 5 th Floor, DBS Wing, Naveen Complex, 14 MG Road, Head office, Bengaluru -560 001
3.	Submission of Tender	Tel - 080-25318415 Email: hodbsdprocurement@canarabank.com Senior Manager, Digital Devices Procurement Section
4.	Date of Issue	25/09/2018, Tuesday
5.	Last Date of Submission of Queries for Pre Bid Meeting	03/10/2018, Wednesday, 3.00 PM
6.	Date of Pre Bid Meeting	05/10/2018, Friday, 3.00 PM
7.	Last Date of Submission of Bids	25/10/2018, Thursday, upto 3.00 PM
8.	Date and time of Opening of Part A- Conformity to Eligibility Criteria.	25/10/2018, Thursday, 3.30 PM
9.	Date and time opening of Technical Bid Part-B/ Commercial Bid Part-C (Indicative)	Will be intimated at a later date.
10.	Application Fees (Not Refundable)	Rs. 17,700/- (15,000 Application Money and 18 % GST)
11.	Earnest Money Deposit(Refundable)	Rs. 30,00,000/-

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.

DISCLAIMER

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

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

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

Abbreviations used in this Document:

1.	AMC	Annual Maintenance Contract
2.	ATP	Acceptance Test Procedure
3.	BG	Bank Guarantee
4.	ВОМ	Bill of Material
5.	CBS	Core Banking Solution
6.	CPU	Central Processing Unit
7.	DD	Demand Draft
8.	DBS	Digital Banking Services
9.	EMD	Earnest Money Deposit
10.	GST	Goods and Service Tax
11.	НО	Head Office
12.	IEM	Independent External Monitors
13.	LAN	Local Area Network
14.	LD	Liquidated Damage
15.	MAF	Manufacturer Authorisation Form
16.	MSME	Micro Small & Medium Enterprises
17.	MTBF	Mean Time Between Failure
18.	MTTR	Mean Time To Restore
19.	NEFT	National Electronic Funds Transfer
20.	NI Act	Negotiable Instruments Act
21.	OEM	Original Equipment Manufacturer
22.	OS	Operating System
23.	POC	Proof of Concept
24.	PDI	Pre Dispatch Inspection
25.	PERT	Project Execution and Review Technique
26.	PUM	Passbook Updating Machine
27.	RFP	Request For Proposal [Interalia the term 'Tender' is also used]
28.	RMMS	Remote Management & Monitoring System
29.	RTGS	Real Time Gross Settlement
30.	SLA	Service Level Agreement
31.	TCO	Total Cost of Ownership
32.	UL	Underwriters Laboratories

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A. INTRODUCTION

1. About Canara Bank

CANARA BANK, a body Corporate and a premier Public Sector Bank established in the Year 1906 and nationalized under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head office at 112, J C Road Bengaluru-560002 and among others, having its Office at DBS Wing, Naveen Complex, 14 M G Road, Bengaluru - 560001. The Bank is having pan India presence of more than 6200 branches, 21 Circle Offices and 118 Regional Offices situated across the States. The Bank is working on Core Banking System using Flex cube solution. The Bank is a forerunner in implementation of IT related products and services and continuously making efforts to provide the state of art technological products to its customers.

2. <u>Definitions</u>

- **2.1.** 'Bank' means unless excluded by and repugnant context or the meaning thereof, shall mean 'Canara Bank', described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successor and permitted assigns.
- **2.2.** 'RFP' means Request for Proposal for Supply, Installation, Commissioning and Maintenance of SELF SERVICE PASSBOOK PRINTING KIOSK & BAR CODE PRINTER.
- 2.3. 'Bidder' means a vendor submitting the proposal in response to RFP.
- **2.4.** 'Solution' means Supply, Installation, Commissioning and Maintenance of SELF SERVICE PASSBOOK PRINTING KIOSK & BAR CODE PRINTER in the Bank.
- **2.5.** 'Proposal' means that Technical proposal and Financial proposal as per the formats prescribed in the RFP.
- **2.6.** 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process.
- **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.

3. About RFP

- 3.1. The Bank wishes to procure PASSBOOK PRINTING KIOSKS & BAR CODE PRINTERS for various branches of Bank. In this connection, Bank invites sealed offers (subject to 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid (Indicative)') for Supply, Installation, Commissioning and Maintenance of SELF SERVICE PASSBOOK PRINTING KIOSK & BAR CODE PRINTER at various Branches & offsite locations of our Bank, across the country as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.
- **3.2.** The RFP document is not a recommendation, offer or invitation to enter into a contract agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and successful bidder as identified by the Bank after completion of the selection process.

4. Objective

4.1. The Bank intends to provide Self Service Passbook Printing Kiosks and Bar Code Printers in our Bank across the country in our Branches/ATM lobby/E-Lounges. The Bank proposes to select a vendor who can Supply, Install, Commission and Maintain Self Service Passbook Printing Kiosks and Bar Code Printers to be provided in our Bank across the Country with three years warranty and two years AMC thereafter as

- per Technical specifications and scope of work mentioned elsewhere in this document.
- **4.2.** Bank will place the purchase order through its Circle Offices /Head Office / other offices based on requirement during the validity period.
- **4.3.** The selected bidder will undertake to ensure availability of offered PASSBOOK PRINTING KIOSKS & BAR CODE PRINTERS during the contract period, as well as maintenance of sufficient inventory of genuine spare parts for a minimum period of Five (5) years.

5. Eligibility Criteria:

5.1. Interested Bidders, who can Supply, Install, Commission and Maintain PASSBOOK PRINTING KIOSKS for the Offices/Branches of the Bank and meeting the Eligibility Criteria as per **Annexure-3** may respond.

6. Participation Methodology:

- **6.1.** In a tender either the Partner/Distributor/System Integrator on behalf of the OEM or OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- **6.2.** If a Partner/Distributor/System Integrator bids on behalf of the OEM, the same Partner/Distributor/System Integrator shall not submit a bid on behalf of another OEM in the same tender for the same item/product.
- **6.3.** In the event Partner/Distributor/System Integrator fails in their obligations to provide the product updates (including management software updates and new product feature releases) within 30 days of release/announcement, the OEM should assume complete responsibility on behalf of the partner/distributor/System Integrator to provide the same to the bank at no additional cost to the bank and will directly install the updates and any new product releases at the Bank's premises. To this effect Bidder should provide a dealer/distributor certificate as per **Annexure-15**.

7. Requirement Details

7.1. Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid (Indicative)') for Supply, Installation, Commissioning and Maintenance of SELF SERVICE PASSBOOK PRINTING KIOSK & BAR CODE PRINTER for different Branches/Offices of the Bank as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document. The brief requirements of PASSBOOK PRINTING KIOSKS is furnished in following tables:

Item Details		Quantity	Location
Supply, Installation, Commissioning and Maintenance of Self Service Passbook printing Kiosks and Bar Code Printers across the Country as mentioned in Scope of Work and as	Passbook printing Kiosks	1000	Various Branches/Offices of the Bank coming under Circle Offices as
per Technical Specifications narrated in ANNEXURE-10.	Bar Code Printers	1000	detailed in APPENDIX-F

7.2. Detailed technical specification for above PASSBOOK PRINTING KIOSKS is furnished in **Annexure-10**. All the Hardware for Supply, Installation, Commissioning and Maintenance of SELF SERVICE PASSBOOK PRINTING KIOSK & BAR CODE PRINTER should have Comprehensive Onsite Warranty of 3 years and 2 Years AMC Support.

7.3. Bank reserves the right to increase or decrease the quantum of purchase by 25% in respect to the quantity specified in this tender at the same rate arrived at on the Terms and Conditions of this Tender.

8. Scope of Work

- **8.1.** The Scope of the work is for Supply, Installation, Commissioning and Maintenance of SELF SERVICE PASSBOOK PRINTING KIOSK & BAR CODE PRINTER as per the quantity detailed under clause **7** and elsewhere in the document.
- **8.2.** The Bidder should provide Bar Code based Self Service Passbook printing Kiosks and Bar Code Printers, including but not limited to providing of the required Hardware, Software, Databases, RMMS, Middleware, Third Party Utilities, if any, and installation, testing, commissioning, warranty, annual maintenance, required/guaranteed uptime, etc. The KIOSK will have to be integrated with the existing Core Banking System of the Bank. The successful bidder will liaison and implement necessary configuration with the network and other hardware Vendors of the Bank. Every Kiosk should be integrated as a single unit and it should be installed at a level convenient for the customers to stand and operate. Bidder shall be responsible for integration with the middleware.
- **8.3.** Bank would only provide network access required for the above kiosks. The solution proposed must adhere to ISO 8583 message standards with 1993 version and Bidder should integrate the solution with Flexcube Host System (existing or higher version). For doing so, if required the Bidder shall have to coordinate with prime Bidder/system integrator, who has implemented CBS in Canara Bank. The Bidder should do necessary modifications or changes to integrate the Self Service Passbook printing Kiosks and Bar Code Printers with Bank's Core Banking System i.e. Flexcube without any additional cost to the Bank.
- **8.4.** A solution should be provided to print the Bar code from the individual terminals at branches or other centralized solution i.e. the printing .exe should be placed. After checking the account number the system should call the .exe file for printing bar code which is to be made available. This solution to the Bank shall be provided with enterprise-wide license.
- **8.5.** At the time of installation of Kiosks bidder will be responsible for syncing/calibrating the alignments of Passbook Printer in the Kiosk or the Passbook Printers used in the branch to ensure sync between branch passbook printer and Kiosk printer. This will be done at no cost to Bank. The scope of the services is to be provided for a period of 5 years from the date of project Sign off by the bank.
- **8.6.** The Bidder should maintain the system during warranty period of three years and post-warranty AMC for minimum 2 years. During the warranty and AMC period, the Bidder is bound to do all hardware spares replacement in order to maintain the required uptime, without extra cost to Bank covering all parts & labour from the date of acceptance of the systems by Canara Bank at the respective locations i.e. on-site comprehensive warranty. Under Annual Maintenance Contract all parts & labour should be covered for on-site support. Canara Bank, however, reserves the right to enter into Annual Maintenance Contract (AMC) agreement either locationwise / Circle-wise or from a single centralized location.
- **8.7.** For each site, the Bidder is expected to provide Self Service Passbook printing Kiosks and Bar Code Printers with the related hardware, all subsystems, operating systems, system software, software drivers and manuals etc. The software version installed on the Self Service Passbook printing Kiosks provided by the Bidder should be uniform across all Kiosks of that type.

- **8.8.** The Bidder should specify various infrastructure requirements which needs to be provided for commissioning and smooth functioning of the equipment. This will include site requirements, power, cables, connectors, ports, etc.
- **8.9.** The bidder to take prior permission of the branch and complete all the preliminary works viz., Earthing and any other work related for installation etc. Bidder shall ensure that Bank's work is not interrupted. Bidder should ensure that separate Earthing is provided for the kiosk before installation. If at any location, the earthing is provided by the branch, the bidder to check and confirm the precision, record the same and then only proceed further for installation of the kiosk. Earthing should be maintained during warranty and AMC period. Earthing should be checked during the preventive maintenance.
- **8.10.** The Bidder shall deliver Self Service Passbook printing Kiosks and Bar Code Printers at the respective sites as per the Delivery Schedule on receipt of the Purchase Order from the Bank, failing which the Bank reserves its right to levy liquidated damages.
- **8.11.** The Bidder would be responsible for timely applying/loading of all the software patches into all the individual Kiosks and other hardware if any during the Warranty and AMC period. This job has to be done as a part of Warranty and AMC support services, without any extra cost. The bidder would carry out the necessary software changes as well as deploy the same at no extra cost to the Bank. These software changes will be on sole discretion of the Bank.
- **8.12.** The Bidder will have to integrate their Self Service Passbook printing Kiosks with the banks CBS host system (existing or higher) and make them operational within two weeks from the date of delivery at each site. Unsatisfactory experience of bank, non-accomplishment of fulfilling the criteria for integration as mentioned above may lead to cancellation of the order.
- **8.13.** The Bidder shall provide necessary application which should be interfaced with Flexcube Host system by the Bidder. The Bidder shall ensure that the solution should develop interface, if any, to have hand shake / interface / integration with Bank's existing hardware / software / M/s IBM/ M/s OFSS without any additional cost to the Bank.
- **8.14.** The Bidder has to obtain transit insurance cover for the Self Service Passbook printing Kiosks and Bar Code Printers from their factory/godown to the site and such insurance cover should be available till installation of Self Service Passbook printing Kiosks and Bar Code Printers.
- **8.15.** No visit /service charges will be borne by the Bank for up gradation of the software/replacement of hardware component pertaining to Self Service Passbook printing Kiosks and Bar Code Printers for the purpose of enhancing their functionality to meet mandatory compliance from concerned authorities. Any upgradation should be completed within 30 days from the date of request from the Bank. Otherwise there will be a penalty of Rs.100/- per day per kiosk.
- **8.16.** The Bidder should provide user level training or demo video and operational guidelines to designated bank personnel. The checklist and user manual for proper maintenance of Self Service Passbook printing Kiosks and Bar Code Printers are to be provided to each branch.
- **8.17.** The Bidder should nominate a single point of contact and submit his/ her details to the Bank who shall be responsible till the completion of the project.

- **8.18.** The Bank has a Pan India presence, the Bidder should note that Kiosks being procured will be deployed on various locations as per requirements of business of bank and the Bidder will be required to support all such installations. The Bank reserves the right to change locations by giving prior notice. The vendor will arrange to shift the equipment and install and commission the same at the new location. Bank will bear transportation & transit insurance cost only in case of shifting.
- **8.19.** The configuration as per the technical and other specifications of the Kiosk must be functional and installed from the day kiosk is functional.
- **8.20.** The solution provided by the bidder should support all types of passbook (different shapes, orientation, alignments) and printers belonging to different make & model. The bar code scanner should be inbuilt in KIOSK and not to be exposed to outside. The bar code printer should support either on sticker or on the passbook itself.
- **8.21.** All changes related to printing and other alignments should be done in the KIOSK application without affecting the CBS application.
- **8.22.** The KIOSK application should not store any data related to customer and only the logs are to be stored.
- **8.23.** The selected bidder/s shall provide proof of concept within 15 days from the acceptance of the order regarding functioning of the Kiosk with the integration to CBS.
- **8.24.** The selected bidder/s shall customize the Kiosk with Bank logo and stickers along with installation.
- **8.25.** Bar Code printing type is 1D barcode. Bidder to supply Bar Code Printer as per the specification given by the Bank. Bar code Printer should print details on label / sticker which are to be pasted on the Passbook.
- **8.26.** Barcode should be printed by the Bar Code Printer (Ribbon Based Thermal Printer) provided by the Bidder. Bar Code printing should not affect the existing settings of the printer and it should not affect the CBS options available to the Teller. Further, both the options of Printing the Passbook and Printing Bar Code should work without affecting the functioning of the Passbook Printer/Teller PC Without bringing down the System or without changing the settings of the printer or without any human intervention and without teller intervention like re-start the printer etc.
- **8.27.** Bar Code printer Offered/supplied by the Bidder should be compatible with the Bank's existing System/ environment. Bidder shall impart user level demo at each location for printing the Bar Code and pasting it on the top of the Passbook without any extra cost to the Bank. Required stationery i.e. Label /Sticker will be provided by the Bank.
- **8.28.** Successful/ Selected bidders shall deliver, install, maintain and ensure that Bar code is compatible with the existing Self Service Passbook Printing Kiosks being used by Canara Bank apart from being procured under scope of this RFP.
- **8.29.** Bidder has to provide user instruction for operating the KIOSK machine. The same has to be pasted as sticker on the body and below the screen of the KIOSK in vernacular languages of the state.
- **8.30.** For display of Messages, the languages should be configurable in Hindi, English, and ONE of any Regional Languages as to the state of supply (specified by the Bank to the selected bidder) as per Bank requirements, which are to be pre-loaded in the Kiosk.

- **8.31.** For Voice Enabled Audio, the languages should be configurable in Hindi or English or One of the Regional Languages of the state of supply as per Bank requirements which are to be pre-loaded in the Kiosk.
- **8.32.** Detailed Log report for the activities in the Kiosk is to be generated and stored locally in the Kiosk. This log file should be in a normal readable format and to be accessible by the Bank in case of need. The data should be available for a minimum of 3 months period.
- **8.33.** User Information Display Screen shall be provided by the Bidder and Bank shall approve the same for loading in the Kiosk.
- **8.34.** Bank has already in place a central monitoring server for monitoring the functioning of existing Self Service Passbook Printing Kiosks. The selected Bidder has to connect the kiosks to the central server by providing required interface without any additional cost to the Bank.
- **8.35.** Successful bidder will provide software solution to provide MIS reports at machine level as well as from centralized location. Solution should be capable of generating suitable MIS reports customized to the Bank's requirement in respect of activity, uptime, and fault event. Typical fields in this MIS: No. of passbooks printed, No. of passbooks rejected, Reasons for rejection like Network failure, Power failure, 1st time printing, Barcode authentication failure, 'Nothing to print', History of downtime, history of spares replaced, etc.
- **8.36.** Remote Monitoring System should be capable of monitoring the uptime of all the machines configured on the Bank's network on real time basis from a centralized location. The penalties will be applied based on this report. Automatic call logging and closing facility should be available in the Remote Monitoring System.
- **8.37.** On detection of all the errors which can be handled by the branch staff, small audio-video clips are required to be run which will guide the branch staff to resolve the respective issues on their own. This facility should be auto-run as soon as the error is detected by the application. Instructions should also be displayed alongside the video in the regional language.
- **8.38.** One resource should be provided by bidder to manage Remote Monitoring Management System (RMMS), Interface Server, MIS, call complaints/ monitoring etc. at no extra cost to the Bank. Successful bidder is liable for a penalty of Rs.1000/- per day on unavailability of the resource. This support is required for contract period of 5 years. The resource will be at the disposal of the Bank.
- **8.39.** Bidder will have to carry out OS hardening of the kiosks as per the guidelines of the Bank, at no extra cost. Operating system of all kiosks should be hardened and whitelisted by the bidder at the time of installation of kiosks. Bidder has to ensure that all unwanted programs and services are disabled from servers and systems which are not required.
- **8.40.** Bidder has to white list the operating system before commencement of the operation.
- **8.41.** Bidder is required to complete the OS hardening and white listing of application without any additional cost to the Bank.
- **8.42.** All kiosks will be required to be loaded with Symantec Antivirus program/ other antivirus program. Bank will provide the required antivirus software to the selected bidder(s) which is to be loaded in kiosks at the time of installation of the kiosk.
- **8.43.** The bidder is required to ensure that the kiosk application runs smoothly without any problem after loading of the antivirus program. If there is any issue in the kiosk application due to loading of the antivirus program, same has to be rectified by the

- bidder and under no circumstances it should be informed that kiosks are getting slow or not working due to the antivirus program.
- **8.44.** Bank is having online updation of antivirus and if the same is not updated, the bidder has to update the same manually as and when it is required.
- **8.45.** If any new version of antivirus application or new type of antivirus application is to be loaded, bidder has to provide the required support to antivirus engineer at the time of uninstallation of old program and installation of new program without any additional cost to the Bank.

8.46. Project Completion and Management

- **8.46.1.** For smooth completion of project the Bidder should identify one or two of its representatives at Bengaluru as a single point of contact for the Bank.
- **8.46.2.** Project implementation team should be conversant with local rules and conditions to resolve the issues, if any.

B.BID PROCESS

9. Clarification to RFP and Pre-Bid Queries:

- **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 **Appendix-H**.
- **9.2.** All communications regarding points requiring clarifications and any doubts shall be given in writing to the Deputy General Manager, Canara Bank, DBS Wing, HO(Annex), 14 MG Road, Naveen Complex, Bengaluru-**560001** or an email can be sent to hobbs.com.no.nd/ by the intending bidders before 03:00 PM on **03/10/2018** (Wednesday).
- 9.3. No queries will be entertained from the bidders after the above date and time.
- **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) 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.
- 9.5. No oral or individual consultation will be entertained.

10. Pre-Bid meeting:

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

Date	Day	Time	Venue
05/10/2018	Friday	3.00PM	Canara Bank, Fifth Floor, Conference Hall, DBS Wing-HO (Annex), Naveen Complex, 14 M G Road, 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 interested bidders shall be present during the

- scheduled time. In this connection, Bank will allow maximum of Two (2) representatives from each Bidder to participate in the pre-bid meeting.
- **10.2.** Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- **10.3.** Bank will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the Bidders in the meeting.
- 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 (http://canarabank.com/english/announcements/tenders) and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.
- **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.

11. Amendment to Bidding Document:

- **11.1.** At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by amendment.
- **11.2.** Notification of amendments will be made available on the Bank's website only (i.e. http://canarabank.com/english/announcements/tenders) and will be binding on all bidders and no separate communication will be issued in this regard.
- **11.3.** In order to allow prospective bidders reasonable time to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for submission of Bids.

12. Bid System Offer

The bid shall have the following 3 (Three) parts:

- **12.1.** Part A- Conformity to Eligibility Criteria: Indicating their compliance to Eligibility Criteria. The format for submission of Conformity to Eligibility Criteria is as per Appendix-A.
- 12.2. <u>Part B-Technical Proposal</u>: Indicating the response to the Technical specification of Supply, Installation, Commissioning and Maintenance of SELF SERVICE PASSBOOK PRINTING KIOSK & BAR CODE PRINTER in Canara Bank. The format for submission of Technical Proposal is as per Appendix-B.
- **12.3.** Part C-Commercial Bid (indicative): furnishing all relevant information as required as per Bill of Material as per Annexure-17. The format for submission of Commercial Bid (indicative) is as per Appendix-C.

13. Preparation of Bids:

- **13.1.** The Bid shall be typed or written in English language with font size of 12 in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall affix signature in all pages of the Bids, except for un-amended printed literature.
 - **13.1.1.** The three parts as stated above, should be placed in three separate envelopes superscribed with 'Conformity to Eligibility Criteria',

'Technical Proposal' and 'Commercial Bid (indicative)' respectively and properly closed and sealed. Thereafter, all the three envelopes shall be placed inside another envelope and properly closed and sealed. The final envelope should be superscribed as "Offer for Supply, Installation, Commissioning and Maintenance of SELF SERVICE PASSBOOK PRINTING KIOSK & BAR CODE PRINTER in response to RFP-DBS-03/2018-19 dated 25/09/2018" (includes separately sealed 'Conformity to Eligibility Criteria', 'Technical Proposal' 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 Deputy General Manager, Canara Bank, DDP Section, DBS Wing, Fifth Floor, Naveen Complex, 14 M G Road, Bengaluru - 560001.

- 13.1.2. All the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be paginated with Name, Seal and Signature of the Authorized Signatory. Bids with erasing / overwriting / cutting without authentication may be liable for rejection. Authorization letter for signing the Bid documents duly signed by Company's Authorized signatory should be submitted.
- **13.1.3.** All the envelopes shall bear the name and complete postal address of the Bidder and authority to whom the Bid is submitted.

13.2. Part A- Conformity to Eligibility Criteria:

- **13.2.1.** Before submitting the bid, the bidders should ensure that they confirm to the eligibility criteria as stated in **Annexure-3** of RFP. Only after satisfying themselves of the eligibility, the Offer should be submitted.
- 13.2.2. The Conformity to Eligibility Criteria as per Annexure-3 among others must contain Demand Draft towards the Application Money as per the Clause14, Pre Contract Singed Integrity Pact as per Appendix-I and EMD/Bank Guarantee in lieu of EMD as per Appendix-D of this document. The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for, as per Appendix-A.
- **13.2.3.** The Placement of Application Money, EMD and Integrity Pact in other than Part-A Conformity to Eligibility Criteria will make the bid liable for rejection.
- 13.2.4. 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-Conformity to Eligibility Criteria for RFP-DBS 03/2018-19 dated 25/09/2018 for Supply, Installation, Commissioning and Maintenance of SELF SERVICE PASSBOOK PRINTING KIOSK & BAR CODE PRINTER".

13.3. Part B-Technical Proposal:

- **13.3.1.** Technical Proposal should be submitted as per the format in **Appendix-B**. Relevant technical details and documentation should be provided along with Technical Proposal.
- **13.3.2.** It is mandatory to provide the technical details of the Solution required by the bank in the exact format of **Annexure-10** of this tender.
- **13.3.3.** The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.

- 13.3.4. If any part of the technical specification offered by the bidder is different from the specifications sought in our RFP, the bidder has to substantiate the same in detail the reason for their quoting a different specification than what is sought for, like higher version or non availability of the specifications quoted by us, invariably to process the technical offer.
- **13.3.5.** The Bank shall not allow / permit changes in the technical specifications once it is submitted.
- **13.3.6.** The relevant product information, brand, and model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the Offer. Failure to submit this information along with the offer may result in disqualification.
- 13.3.7. The Technical Proposal should be complete in all respects and contain all information sought for, as per Appendix-B. Masked Bill of Material must be attached in Technical Offer and should not contain any price information. The Part B-Technical Proposal should be complete and should cover all products and services. Technical Proposal without masked Bill of Materials will be liable for rejection.
- **13.3.8.** Masked Commercial Bid which is not as per below instruction will make Bid liable for rejection:
 - **13.3.8.1.** Should be replica of Commercial Bid except that it should not contain any price information (with Prices masked).
 - **13.3.8.2.** It should not provide any price information like, unit price, tax percentage, tax amount, AMC/ATS charges, etc.
- 13.3.9. 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-Technical Proposal for RFP-DBS 03/2018-19 dated 25/09/2018 for Supply, Installation, Commissioning and Maintenance of SELF SERVICE PASSBOOK PRINTING KIOSK & BAR CODE PRINTER".

13.4. Part C-Commercial Bid (indicative):

- **13.4.1.** Commercial Bid (indicative) should be submitted as per the instruction in **Appendix-C**.
- **13.4.2.** Commercial Bid (Indicative) shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. The Bill of Material should give all relevant price information as per **Annexure-17**. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.
- 13.4.3. Under no circumstances the Bill of Material should be kept in Part-A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) Covers. The placement of Bill of Material in Part A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) covers will make bid liable for rejection.
- 13.4.4. The Bill of Material must be attached in Technical Proposal as well as Commercial Bid (Indicative). The format will be identical for both Technical Proposal and Commercial Bid (Indicative), except that the Technical Proposal should not contain any price information. Any change in the Bill of Material format may render the bid liable for rejection.

- **13.4.5.** Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- **13.4.6.** Any change in the Bill of Material format may render the bid liable for rejection. The Commercial Bids (Indicative) that are incomplete or conditional are liable to be rejected.
- **13.4.7.** The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank.
- 13.4.8. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as "PART C-Commercial Bid (Indicative) for RFP-DBS 03/2018-19 dated 25/09/2018 for Supply, Installation, Commissioning and Maintenance of SELF SERVICE PASSBOOK PRINTING KIOSK & BAR CODE PRINTER".

14. Application Money:

- 14.1. This document can be downloaded from Bank's website http://canarabank.com/english/announcements/tenders. In that event, the bidders should pay the Application Fee of Rs.17,700/-(inclusive of GST)(non-refundable) 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 Conformity to Eligibility Criteria.
- **14.2.** Submission of the Application Money in other than "Part-A-Conformity to the Eligibility Criteria" is liable to be rejected on grounds of non-payment of the Application Money.
- 14.3. 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.

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

- **15.1.** The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) of Rs.30,00,000/- (Rupees Thirty Lakhs Only) by way of Demand Draft drawn on any Scheduled Commercial Bank In India in favour of Canara Bank, payable at Bengaluru and should be kept along with the **Part-A Conformity to Eligibility Criteria.**
- **15.2.** In Case the EMD is submitted in the form of Bank Guarantee obtained from any of the Scheduled Banks (other than Canara Bank), the same should be valid for the minimum period of 1 year with additional claim period of 3 months from the last date for submission of offer.
- **15.3.** The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Canara Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be rejected summarily.
- **15.4.** The format for submission of EMD in the form of Bank Guarantee is as per **Appendix-D**.
- **15.5.** Submission of EMD in other than Part A-Conformity to Eligibility Criteria Envelope is liable to be rejected on grounds of non submission of EMD.

- **15.6.** The EMD of the Bidders not qualified under evaluation of Part A-Conformity to Eligibility Criteria will be returned within 15 days after opening the Part B-Technical Proposals. 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/s accepting the order and furnishing the Performance Bank Guarantee and signing the Contract agreement.
- **15.7.** The EMD may be forfeited/ Bank Guarantee may be invoked:
 - **15.7.1.** If the bidder/s withdraws or amends the bid during the period of bid validity specified in this document.
 - **15.7.2.** If the bidder/s fails to participate in Online Reverse Auction or fails to login in Reverse auction process.
 - **15.7.3.** If the selected bidder fails to accept the purchase order within 7 days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the RFP.

16. Make & Models:

It is mandatory to provide make & model of all the items and their subcomponents as has been sought in the technical specification. The Offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of make, model of the items offered. Please note that substituting required information by just brand name is not enough. Bidder should not quote hardware/Software items which are impending End of Life/End of Support during the contractual period.

17. Documentation:

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

18. Costs & Currency:

The Offer must be made in Indian Rupees only as per Bill of Material (Annexure-17).

19. Erasures or Alterations:

The Offers containing erasures or alterations or overwriting may not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. The Bank may treat such Offers as not adhering to the tender guidelines and as unacceptable.

20. <u>Assumptions/Presumptions/Modifications:</u>

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.

21. Submission of Bids:

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

Last Date of submission of Bid	Day	Time	Venue
25/10/2018	Thursday	Upto 3.00 PM	Canara Bank, Fifth Floor, DBS Wing-HO (Annex), Naveen Complex, 14 M G Road, Bengaluru 560001.

- **21.3.** If the last day of submission of bids is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the last day for submission of the RFP. The Bid/s which is/are deposited after the said date and time shall not be considered.
- **21.4.** Bids sent through post/courier will not be accepted/evaluated. Bids should be deposited in the Tender Box.
- **21.5.** If the envelopes, including the outer envelope is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid's misplacement or premature opening.
- **21.6.** The following officials will facilitate in bid related queries and make arrangements for deposit of bid documents.

First Official	Alternate Official
Mr. H P Giridhar	Mr. K A Naik
Senior Manager	Divisional Manager
Canara Bank	Canara Bank
DDP Section, DBS Wing, Fifth Floor,	DDP Section, DBS Wing, Fifth Floor,
Naveen Complex, 14 M G Road,	Naveen Complex, 14 M G Road,
Bengaluru - 560 001.	Bengaluru - 560 001.
Tel - 080 25318415	Tel - 080 25559992

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, bidder should reach the venue before the date and time stipulated as per above clause **21.2**.

22. Bid Opening:

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

Date	Day	Time	Venue
25/10/2018	Thursday	3.30PM	Canara Bank, Fifth Floor,
			Conference Hall, DBS Wing-HO
			(Annex), Naveen Complex, 14 M G
			Road, Bengaluru 560001.

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-6) enclosed.

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

- **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.
- **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 declared as holiday then the bid will be accepted up to 3.00 PM on the next working day and bids will be opened at 3:30 PM at the same venue on the same day.
- **22.4.** The following details will be announced at the time of bid opening.
 - **22.4.1.** Name of the Bidders.
 - **22.4.2.** Presence or absence of cost of the Bidding document and Bid security.
 - **22.4.3.** Such other details as the Bank at its discretion may consider appropriate.
- **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 Conformity to Eligibility Criteria in their absence.
- **22.6.** The **Part A-Conformity to Eligibility Criteria** submitted by the bidder will be evaluated based on the Eligibility Criteria stipulated in RFP document. The Part B-Technical Proposal of only those bidders who qualified in **Part A-Conformity to Eligibility Criteria** will be opened with due communication by the bank.
- **22.7.** The Commercial Bid (Indicative) of only those bidders who are qualified in **Part-B Technical Proposal** will be opened for conducting Reverse Auction and for arriving at L1.

C. <u>SELECTION OF BIDDER</u>

23. <u>Preliminary Scrutiny:</u>

The Bank will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of RFP, whether the documents have been properly signed, whether items are offered as per RFP requirements and whether technical documentation as required to evaluate the offer has been submitted.

Prior to detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the bidding document. Substantial responsiveness means that the bid conforms to all terms and conditions, scope of work and technical specifications and bidding document is submitted without any deviations.

24. Clarification of Offers:

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

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

25. Evaluation of Bids:

- **25.1.** The Bank will evaluate the bid submitted by the bidders under this RFP. The Part A- Conformity to Eligibility Criteria submitted by the bidder will be evaluated based on **Annexure-3** of RFP. The Part B-Technical Proposal of only those bidders who qualified in Part A- Conformity to Eligibility Criteria, will be opened with due communication by the Bank. The Commercial Bid (Indicative) of only those bidders who qualified in Part B-Technical Proposal will be reckoned for evaluation purpose.
- **25.2.** The Bid will be evaluated by a Committee of officers of the Bank. If warranted, the Bank may engage the services of external consultants for evaluation of the bid. It is Bank's discretion to decide at the relevant point of time. The Bids will be opened in the presence of bidder/s who are interested in being present during the process on the date decided by the Bank.

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

- **26.1.** The Bank reserves the right to call for a presentation on the features and functionalities from those Bidders who have qualified in Part B -Technical Proposal based on the technical bids submitted to make an evaluation. This exercise will be undertaken before opening of the Commercial Bids (indicative) of the technically qualified responsive Bidders.
- 26.2. 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 duly meeting the specific requirements/issues raised by the Bank. As a part of the technical evaluation the Bank may at its discretion, request either all bidders or any of them to arrange for the demonstration of their product more than once if felt necessary before commercial evaluation.
- **26.3.** The Bank at its discretion may call for providing of Proof of Concept (PoC) of proposed solution at the site mutually agreed.
- **26.4.** Bidders should arrange for visits to the reference sites wherein the product is successfully implemented by them. The bidder shall take necessary permission from the site owner and demonstrate the features and performance to the Bank at their own cost. The Bank may require onsite reference visit or a Telephonic conversation with the concerned.
- **26.5.** 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.
- **26.6.** 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.

27. Normalization of Bids

27.1. 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;

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

OR

- 27.1.2. Revised submissions of the entire bid in the whole
- **27.2.** The Bank can repeat this normalization process at every stage of bid submission till Bank is satisfied. The shortlisted bidders agree that, they have no reservation or objection to the normalization process and all the technically shortlisted bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process.
- **27.3.** The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

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

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

29. Correction Of Error In Commercial Bid (Indicative)

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

- **29.1.** Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.
- **29.2.** 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.
- **29.3.** If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
- **29.4.** If there is discrepancy in the total arrived at Bill of Material (addition, subtraction, multiplication, division and carryover of amount from one page to another), correct total will be arrived by the Bank and the same will prevail over the total furnished in the Bill of Material
- **29.5.** 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.

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

30. Determination of L1 Price:

- **30.1.** L1 Price will be determined after giving effect to arithmetical correction, if any.
- **30.2.** 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 of ownership given in Bill of Material (indicative) as per **Annexure-17** of RFP or in a manner described in paragraph F of **Appendix-G** Brief Business Rules and Terms & Conditions of Reverse Auction are detailed in **Appendix-G**.

30.3. Online Reverse Auction:

- **30.3.1.** Bidders, whose Commercial Bids (Indicative) has been opened by the Bank will be called for the Reverse Auction.
- **30.3.2.** Reverse Auction event will be carried out among the technically qualified Bidders, based on evaluation of Part B-Technical Proposal, 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.
- **30.3.3.** 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 **Appendix-G**.
- 30.3.4. 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 company authorized by the Bank. Bank will share the contact details of the concerned person of the Auction Company. 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 Company 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.
- **30.3.5.** 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.
- 30.3.6. 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-17 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.

30.4. Re-auction/s Rules:

- **30.4.1.** Bank may consider the option of a Re-Auction/s in following circumstances:
 - **30.4.1.1.** At the end of the Reverse Auction, L1 price is not acceptable to the Bank.
 - **30.4.1.2.** 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.
 - **30.4.1.3.** At the end of the Reverse Auction If only one bidder puts up bid/s, Bank at its discretion may decide a re-auction.

- **30.4.2.** Even after conducting Reverse Auction/s, if no Bidder has quoted or the prices quoted by them are not acceptable to the Bank. 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 in due date and Time, their EMD will liable to be forfeited. If the EMD is submitted by the way of BG, Bank can its discretion invoke the Bank Guarantee.
- **30.4.3.** Canara Bank reserves the right to reject any or all proposals. Similarly, it reserves the right not to include any bidder in the final short-list.
- **30.5.** The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves the right to obtain revised price bids from the bidders with regard to change in RFP clauses. The Bank reserves the right to accept any bid in whole or in part.

31. Bid Validity Period:

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

32. Proposal Ownership:

The proposal and all supporting documentation submitted by the bidder shall become the property of the Bank. As the Bidder's proposal is 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 specific questions. Bidders may provide additional technical literature relating to their proposal but in a separate Annexure. Correct and current technical details must be completely filled in. The Appendices/Annexures to this RFP shall form integral part of the RFP.

33. Project Ownership:

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

34. Acceptance of Offer:

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

- **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 order without assigning any reasons whatsoever. The bank reserves the right to re-tender the RFP with or without modifications. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.
- **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 elect to modify/withdraw the tender.

35. Distribution of Purchase order:

- **35.1.** The Bidder who has quoted lowest price in the reverse Auction, will be declared as L1 Bidder. L1 Bidder has to provide the final Bill of Material as per **Annexure-17** for L1 prices quoted in the Reverse Auction within 48 hours from the completion of reverse Auction Process.
- **35.2.** The Bidder who has quoted the 2nd lowest price in the Reverse Auction will be declared as L2 Bidder.
- **35.3.** The Bank reserves the right to split the quantities amongst L1 and L2 vendors in proportions of 60:40 provided L2 vendors in each item is willing to match all the prices/rates of the L1 Prices for that particular item and complying the other terms & condition of the RFP in a fair and transparent manner.
- **35.4.** Norms for distribution of purchase order is as under:
 - **35.4.1.** In case of selection of 2 Bidders, 60% of required quantity will go to L1 and remaining 40% of required quantity will be distributed to the next bidder.
 - **35.4.2.** First offer for matching the price with L1 will be given to L2 .In case L2 does not agree to match L1 price, then the offer will be extended to L3 and so on.
 - **35.4.3.** This does not give any right to L2, L3, L4, L5 and other Bidders to demand the distribution of purchase order.
 - **35.4.4.** The Bank reserves the right to place order on L1 and L2 bidder only irrespective of the fact whether the other bidders i.e. L3 and so on match their price with L1 bidder or not. In the event of L2, L3, L4 etc. are not matching the L1 price the entire quantity will be awarded to L1 bidder.
 - **35.4.5.** In case the Bank opts to procure 25% additional kiosks, the orders will be apportioned in the same manner as stated above.
 - **35.4.6.** Bank reserves the right to make changes, based on actual requirements, at the time of placing the orders.
 - **35.4.7.** Minor deviations in the number of allotments if any, will be accounted for at the appropriate time to ensure equitable distribution.
 - **35.4.8.** In the event a bidder is not able to fulfil the contract, the Bank has right to cancel the order, invoke the Bank guarantee and to distribute the order to the other selected vendor/s.
- **35.5.** If at the end of the Reverse Auction/s only one Bidder submits their Bid, Bank reserves the right to place the entire order on L1 Bidder only.
- **35.6.** Bank has the right to cancel the process before awarding any orders at any point of time without assigning any reasons.

36. Award of Contract:

- **36.1.** The bidder who is L1 as per above **clause no. 30** will be referred to as the selected bidder and Bank will notify the name of the selected bidder by display in the Notice Board/ website of the Bank.
- **36.2.** The contract shall, be awarded and the order shall be placed on selected L1 Bidder/s. Bank may release the order either in Full or in part or place more than one order towards the contract based on project plan.
- **36.3.** The selected bidder/s shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder/s shall be the date of acceptance of the order by the bidder.
- **36.4.** Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.
- **36.5.** The period of contract shall commence from the date of execution of the contract by the bidder till the successful completion of the warranty.
- **36.6.** The Head Office / Circle Office(s) shall be placing orders during the entire Contract Period for the branches/offices situated across PAN India and the payment will be released by the respective Circle Office/Head Office who places orders.
- **36.7.** The Shortlisted bidder/s will be required to supply the hardware to various branches / Offices of the Bank at the agreed rate finalized under this RFP.

37. Government of India Guidelines On Purchase Preference:

37.1. Procurement through Micro & Small Enterprises [MSEs]:

Procurement through MSEs will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises from time to time. Following are the conditions applicable as per the Government of India Guidelines

- 37.1.1. This MSEs should have registered with:
 - 37.1.1. District Industries Centres or
 - 37.1.1.2. Khadi Village Industries Commission or
 - 37.1.1.3. Khadi & Village Industries Board or
 - **37.1.1.4.** Coir Board or National Small Industries Corporation or
 - 37.1.1.5. Directorate of Handicrafts & Handloom or
 - **37.1.1.6.** Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
- 37.1.2. MSEs participating in tenders, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 in a situation where L1 price is from someone other than MSE & such MSE shall be allowed to supply upto 20% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately according to the tendered quantity.
- **37.1.3.** Bank shall procure minimum 20% of their annual value of goods or services from MSEs.
- 37.1.4. Special provisions for MSEs owned by SC or ST-

Out of the 20% annual target from MSE, a sub-target of 20% [i.e. 4% out of 20%] shall be earmarked for procurement from MSE owned by SC or ST entrepreneurs.

- **37.1.5.** MSEs are also exempted from paying Application fee/cost & EMD.
- **37.1.6.** MSEs should submit the relevant documentary proof for claiming the exemptions.
- **37.1.7.** MSEs shall have basic required qualification under eligibility criteria specified in the RFP and the above Policy will be applicable to those qualifying Bidders only.
- **37.2.** The Eligible MSEs who intend to match the L1 Price (ultimately decided by the Bank) shall indicate the willingness to match the L1 Price within 6 working days from the date of communication from the Bank to avail the purchase preference.
- **37.3.** The details are available on web site <u>dcmsme.gov.in.</u> Interested vendors are requested to go through the same for details.

D. TERMS AND STIPULATIONS.

38. Effective Date:

- **38.1.** 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.
- **38.2.** 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 participating in the subject Bid.

39. Project Execution:

The Bank and the selected bidder shall nominate a Project Manager each immediately on acceptance of the order, who shall be the single point of contact for the project at Bengaluru. However, for escalation purpose, details of other persons shall also be given.

40. Security Deposit / Performance Bank Guarantee:

- **40.1.** The successful bidder/s should submit a Security Deposit / Performance Guarantee for 10% of total value of the contract within 15 days from the date of acceptance of the Order.
- **40.2.** If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above, penalty at 0.50% (Plus GST) for each completed calendar week of delay or part thereof on the cost of the order will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 5% (Plus GST) of the total order value.
- **40.3.** Security Deposit should be submitted by way of DD drawn on Canara Bank payable at Bengaluru / Bank Guarantee may be obtained from any of the Scheduled Banks (other than Canara Bank). However it should be as per the **Appendix-E**.

- **40.4.** The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Canara Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). Any bank guarantee submitted in physical mode, including Security Deposit / Performance Guarantee which cannot be verifiable through SFMS will be rejected summarily.
- **40.5.** Security Deposit/Performance Bank Guarantee should be valid for Three (3) years from the date of acceptance of Order and shall be retained till the completion of warranty period. The guarantee should also contain a claim period of Three months from the last date of validity. Bidder should undertake to extend the validity of the Bank Guarantee for further period invariably as per RFP Terms.
- **40.6.** The security deposit / bank guarantee will be returned to the bidder on completion of Warranty Period.
- **40.7.** The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.

41. Execution of Agreement.

- **41.1.** 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.
- **41.2.** 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.
- **41.3.** Bank reserves the right to select the next ranked bidder and forfeit EMD, if the selected bidder does not accept the Purchase Order or withdraws his proposal after selection or at the time of finalization of the contract or is disqualified on detection of wrong or misleading information in the offer.
- **41.4.** 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.

42. Delivery, Installation, Commissioning & Acceptance:

- **42.1.** Bank shall provide the address and contact details for delivery of PASSBOOK PRINTING KIOSKS & BAR CODE PRINTERS while placing the delivery order.
- **42.2.** Delivery of all PASSBOOK PRINTING KIOSKS & BAR CODE PRINTERS should be within **4 weeks** from the date of acceptance of the Purchase Order. Please note that no extra charges will be paid for those locations where road permit is required. Vendor has to arrange for road permit at his own cost. It will be the sole responsibility of the vendor to submit any form required for release of shipment from the check post.
- **42.3.** The successful bidder should ensure installation, configuration and commissioning of the delivered Hardware & Software and complete all the works specified in the Scope of Work at the bank branch/office within **2 weeks** from the date of delivery of all the materials for each ordered locations.

- **42.4.** 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 hardware items are to be delivered/not shipped, the bidder in such cases shall deliver, install and commission at the modified locations at no extra cost to the Bank. However if the hardware items are already delivered/shipped, and if the modifications in locations are made after delivery, the bidder shall carry out installation and commissioning at the modified locations and the Bank in such cases shall bear the shifting charges. The Warranty & AMC (if contracted) should be applicable to the altered locations also.
- **42.5.** The Installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank after acceptance testing/ examination. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted and the warranty period will not commence. The installation will be accepted only after complete commissioning of hardware.
- **42.6.** The Bank will not arrange for any Road Permit / Sales Tax clearance for delivery of hardware to different locations and the Vendor is required to make the arrangements for delivery of hardware to the locations as per the list of locations /items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the Bidder, if required.
- **42.7.** <u>Acceptance by the Bank</u>: The schedule of activities towards completion of Acceptance test is given below:
 - **42.7.1.1.** The Acceptance Test Procedures (ATP) to demonstrate the feature, quality and capabilities of the Self Service PASSBOOK PRINTING KIOSKS, Bar Code Printers and all equipment supplied and installed by the bidder shall be finalized on mutual agreement with the selected bidder after signing the contract agreement.
 - **42.7.1.2.** The ATP shall demonstrate features, qualities and capabilities of PASSBOOK PRINTING KIOSKS & BAR CODE PRINTERS as committed in the bid and as agreed upon after final evaluation, by the selected bidder.
 - **42.7.1.3.** The PASSBOOK PRINTING KIOSKS & BAR CODE PRINTERS shall be accepted within 7 days of successful working from the date of installation, commissioning and on successful completion of Acceptance Test Procedures (ATP).
 - **42.7.1.4.** The acceptance tests shall be conducted for each Passbook Printing Kiosk & Bar Code Printer separately.
 - **42.7.1.5.** Pending completion of acceptance tests, the bank reserves the right to use the system and such usage shall not be construed as acceptance of the system by the selected bidder.

42.7.2. Completion of Acceptance test:

- **42.7.2.1.** Immediately on successful installation and commissioning, the vendor shall ensure that, all the ATP documents reach the kiosk site in time.
- **42.7.2.2.** If the delay as per the clause is attributable to the Bank and the Bidder has delivered all the deliverables and installed /commissioned as per the terms of this RFP, though the ATP has been done subsequently, it is deemed to have been accepted the kiosks after 7 days of installation commissioning.

- **42.7.2.3.** Reasons for delay in conducting the ATP, either attributable to the Bank or the Bidder, shall be specifically recorded in the ATP document and duly authenticated by the Bank officials of respective kiosk location.
- **42.8.** Commissioning of PASSBOOK PRINTING KIOSKS & BAR CODE PRINTERS will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this RFP.
- **42.9.** Partial or incomplete or damaged delivery of materials will not be considered as delivered of all the ordered materials. Date of delivery shall be treated as date of last material delivered to the ordered locations if materials are not damaged. In case materials are delivered with damage, Date of delivery shall be treated as date of replacement of damaged material with new one. Delivery payment shall be paid against completion of delivery of all the ordered materials without any damage and proof of delivery duly certified by Bank's Officials, along with delivery payment claim letter.
- **42.10.** If undue delay happens for delivery and / or installation of the ordered hardware/s by the bidder, the same shall be treated as a breach of contract. In such case, the Bank may invoke the Bank Guarantee/Forfeit the Security Deposit without any notice to the bidder.

43. Pre-Dispatch Inspection (PDI):

- **43.1.** The Bank and/or its nominated officials/consultants may carry out pre-dispatch inspection of all ordered equipment or any part thereof before delivery. On account of PDI, there will not be any change in delivery terms and conditions. However the bank will have the discretion to conduct PDI.
- 43.2. The selected bidder shall inform his readiness for pre-dispatch inspection at least 7 days in advance. Inspection of the ordered equipment to be supplied to the Bank shall be carried out at bidder's site/facility. There shall not be any additional charges payable by the Bank for such inspection. However, the Bank will have the discretion to recover the costs related to travel and stay of its staff/consultants from the bidders if the ordered equipment offered for inspection are not as per the Bank's order or if the vendor fails to comply with the test and inspection procedure.

44. Penalties/Liquidated Damages:

- 44.1. Penalties/Liquidated damages for delay in Delivery and Installation of Hardware and Software in all Locations.
 - **44.1.1.** Non-compliance of the delivery **clauses (42.2)** will result in the Bank imposing penalty 0.50% (Plus GST) on delay in delivery per PASSBOOK PRINTING KIOSKS & BAR CODE PRINTERS, per week or part thereof, on the invoice value branch / location wise.
 - **44.1.2.** Non-compliance of the installation **clauses (42.3)** will result in the Bank imposing penalty 0.50% (Plus GST) on delay in installation per PASSBOOK PRINTING KIOSKS & BAR CODE PRINTERS, per week or part thereof, on the invoice value branch / location wise.
 - **44.1.3.** However, the total Penalty/LD to be recovered under above **clauses 44.1.1 & 44.1.2** shall be restricted to 10% (Plus GST)of the total value of the order.
- **44.2.** Penalty for not carrying out preventive maintenance of Passbook Printing kiosk & Bar Code Printer: In case the bidder fails to carry out preventive maintenance activities in any kiosk for any quarter, the Bank reserves the right to

- levy a penalty of Rs.1200/- plus applicable GST per kiosk per quarter depending upon the circumstances of the case.
- **44.3. Penalty for non-submission of preventive maintenance report:** In case the bidder fails to submit the preventive maintenance report to Head Office for any kiosk for any quarter, the Bank reserves the right to levy a penalty of Rs.1000/-plus applicable GST per kiosk per quarter depending upon the circumstances of the case.
- **44.4. Penalties/Liquidated Damages for non-performance:** If the specifications of the RFP are not met by the bidder during various tests, the bidder shall rectify or replace the same at bidders cost to comply with the specifications immediately to ensure the committed uptime, failing which the Bank reserves its right to reject the items.
- **44.5.** The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.
- **44.6.** All the above LDs are independent of each other and are applicable separately and concurrently.
- **44.7.** LD is not applicable for the reasons attributable to the Bank and Force Majeure.

45. Pricing & Payments:

- **45.1.** The Price offered to the Bank must be in Indian Rupees inclusive of all taxes but Exclusive of GST(CGST/SGST/IGST). The Vendor has to quote the applicable taxes separately in the Bill of Material.
- **45.2.** The item value along with GST should be claimed in the invoice and GST will be paid in actuals at our end.
- **45.3.** No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract including warranty period.
- **45.4.** From the date of placing the order till the delivery of the systems, if any changes are brought in the duties such as excise/customs etc., by the Government resulting in reduction of the cost of the systems, the benefit arising out of such reduction shall be passed on to the Bank.
- **45.5.** Applicable Taxes will be paid at actuals.

46. Payment Terms:

46.1. Payment schedule will be as under:

- 46.1.1. 90% of the total amount due on 30 days post installation and satisfactory working of the kiosk. The invoice and installation report should contain the product serial number of the items supplied. If installation is not completed within 15 days from the date of delivery of the machines for the reason site is not ready, payment will be released against site not ready documents duly signed by the branch/ Circle Office officials.
- **46.1.2.** 10% of the total cost shall be paid only after completion of warranty period of three years or on submission of a bank guarantee for equivalent amount by the vendor from a Scheduled Commercial Bank other than Canara Bank.

- **46.2.** Bank will release the payment on completion of activity and on production of relevant documents/invoices. Please note that Originals of invoices (plus One Copy) reflecting Taxes & Duties, Proof of delivery/acceptance certificate duly signed by Bank officials should be submitted while claiming payment in respect of orders placed.
- **46.3.** Bank will not pay any amount in advance.
- **46.4.** Payment shall be released within 30 days of submission of relevant documents as per RFP terms.
- **46.5.** The payments will be released through NEFT / RTGS and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code, GSTIN, State Code, State Name, etc. All the applicable TDS, if any, will be deducted at the time of releasing the payment.
- **46.6.** Delivery Proof, Installation Report duly signed by Bank officials of the respective branch/office should be submitted in originals while claiming payment in respect of orders placed. Bank shall accept the scanned copy of the Delivery and installation proof for the purpose of making payment only if the bidder provides an undertaking to submit the originals within 10 days of receiving the payments.
- **46.7.** The Preventive maintenance activity should be completed every quarter in all the locations and report should be submitted to the Bank (One copy of the report is to be submitted at the branch and one copy to be submitted at Head Office). Preventive maintenance activity should take care of physical verification, device configuration verification, device health checkup, cleaning of devices, finetuning the configuration, security checkup, verification of bugs/patches, up gradation of firmware/software, earthing, etc.

47. Order Cancellation/Termination of Contract:

- **47.1.** 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:
 - **47.1.1.** Delay in delivery beyond the specified period for delivery.
 - **47.1.2.** Serious discrepancies noted in the items delivered.
 - **47.1.3.** Breaches in the terms and conditions of the Order.
- **47.2.** The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances:
 - **47.2.1.** Non submission of acceptance of order within 7 days of order.
 - **47.2.2.** Delay in execution of order placed by the Bank.
 - **47.2.3.** The selected bidder commits a breach of any of the terms and conditions of the bid.
 - **47.2.4.** The bidder goes in to liquidation voluntarily or otherwise.
 - **47.2.5.** An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
 - **47.2.6.** The progress made by the selected bidder is found to be unsatisfactory.
 - **47.2.7.** If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- **47.3.** Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services during AMC period (If contracted).
- **47.4.** 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.
- **47.5.** 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 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.
- **47.6.** 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.
- **47.7.** 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.

48. Local Support:

- **48.1.** The bidder should be capable of meeting the service & support standards as specified in this tender. Service support should be available as given below:
- **48.2.** The bidder shall provide Warranty and AMC support [if contracted] 24 hours a day, 365 days a year for all the locations.
 - **48.2.1.** Response Time and Meantime to Restore [MTTR]
 - **48.2.2.** Response Time shall be 2 hours and MTTR shall be 4 hours.
- **48.3.** However penalty shall be applicable as per uptime clause.

49. Software, Drivers and Manuals:

- **49.1.** The bidder shall supply along with each item, all the related documents, Software Licenses and necessary media of the Passbook Printing Kiosk without any additional cost. The media and documents shall be in English. These will include but not restricted to User Manual, Operation Manual, Other Software and Drivers etc.
- **49.2.** All related documents, manuals, catalogues and information furnished by the bidder shall become the property of the Bank.

50. Training:

- **50.1.** The Bidder shall provide user level training for a minimum of 2 and a maximum of 4 employees of the Bank identified by the Bank, at each site, without any additional cost to the Bank.
- **50.2.** The Scope of training shall cover all aspects of the operating, trouble shooting and First Level maintenance of the Passbook Printing Kiosk & Bar Code Printers, to the identified users at every location. The same shall also be incorporated in the training manual/document.
- **50.3.** The Bidder shall complete the training immediately on installation/commissioning of the kiosk.

51. <u>Uptime:</u>

- **51.1.** The bidder shall guarantee a 24x7 availability with monthly uptime of 98% for all the locations where the equipments are commissioned as specified in Annexure-10, during the period of the Contract and also during AMC, if contracted, which shall be calculated on monthly basis.
- **51.2.** The "Uptime" is, for calculation purposes, equals to the Total contracted hours in a month less Downtime. The "Downtime" is the time between the Time of Failure

- and Time of Restoration within the contracted hours. "Failure" is the condition that renders the Bank unable to perform any of the defined functions on the PASSBOOK PRINTING KIOSKS. "Restoration" is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same.
- **51.3.** The Downtime calculated shall not include any failure due to bank/ Non-availability of Network and down time during the time of preventive maintenance activity and Force Majeure. The bidder shall inform the Bank 7 days in advance before doing preventive maintenance or pre-planned activity.
- **51.4.** The percentage of uptime is calculated on monthly basis as follows:

(Total contracted hours in a month - Downtime hours within contracted hours	5)
	X 100

Total contracted hours in a month

- **51.5.** Log book shall be maintained for recording details such as date and time of failure, nature of failure, time of reporting, time of restoration, details of repair, acknowledgement by the bank that the failure is rectified, signature of both bidder and bank, etc. Log book shall also be maintained for recording failure.
- **51.6.** If the bidder fails to guarantee the required uptime of 98%, the Bank shall impose penalty of Rs.300/- per day plus GST per location for every 1% decrease in the uptime. However, the total Penalty/LD to be recovered under this clause shall be restricted to 10% (Plus GST) of the total value of the order.
- **51.7.** If the uptime is below 95%, the Bank shall have full right to terminate the contract under this RFP or AMC, if contracted. The right of termination shall be in addition to the penalty as mentioned above. Uptime will be calculated on monthly basis.
- **51.8.** The above penalty shall be applied for each location separately and shall be deducted from the warranty payment/AMC payment.
- **51.9.** In case of down time due to faults in the kiosks supplied by the bidder during Warranty and AMC period, the bidder shall ensure to provide equivalent standby equipment before taking the faulty equipment for repair.

52. Site and infrastructure

52.1. The bidder shall visit the site before installation and indicate the site preparation requirements for installation in terms of the size and weight of the System/subsystem (space required), power requirement (stabilizer, UPS, isolation transformer), cabling etc. for PASSBOOK PRINTING KIOSKS & BAR CODE PRINTERS.

53. Warranty:

53.1. The entire equipments / hardware (including OS) & software deployed for this project shall be under Comprehensive **Onsite Warranty** covering all parts including the display panel, updates, upgrades of software, maintenance or support for its proper operation, performance and output as specified in the tender technical specifications for a period of 3 years from the Date of acceptance by the Bank.

54. Annual Maintenance Contract (If Contracted):

- **54.1.** At the time of submission of bids, the Bidder has to submit his quote in the Commercial Bid separately for Comprehensive maintenance contract for 2 years after warranty period.
- **54.2.** The Bank shall not pay any separate AMC charges on any software supplied and installed to meet the requirements of this RFP.

- **54.3.** The Bank, at its discretion may enter into Annual Maintenance Contract AMC with the Bidder after completion of respective warranty periods
- 54.4. Support for maintenance of PASSBOOK PRINTING KIOSKS (including OS and software license), Bar Code Printers and Other Items supplied should be available for a minimum period of 3 years, covering all parts, maintenance and support, after expiry of warranty period. The bidder/vendor has to replace all the defective spares during Warranty and AMC Period. All parts should be covered except consumables. i.e., The offer for PASSBOOK PRINTING KIOSKS & BAR CODE PRINTERS must include comprehensive onsite free warranty and AMC period for a total duration of Five (5) years from the date of installation and acceptance of system by the bank.
- **54.5.** The Bank will pay AMC charges for PASSBOOK PRINTING KIOSKS (including OS), Bar Code Printers and Other Items after the end of warranty period. Such payment shall be released quarterly in arrears after satisfactory completion of service during the period and submission of reports and invoices.
- **54.6.** During the Warranty and AMC (if contracted) period, the Bidder should extend the On Site Service Support. The scope of Warranty and AMC (if contracted) shall include
 - **54.6.1.** Fixing the PASSBOOK PRINTING KIOSKS problems and ensuring uptime of 98%.
 - **54.6.2.** Upgradation, supply, installation and implementation of upgraded versions of software (updates /upgrades).
 - **54.6.3.** Rectification of Bugs/defects if any.
 - **54.6.4.** Preventive Maintenance Quarterly.
 - **54.6.5.** Maintenance of PASSBOOK PRINTING KIOSKS including Software drivers.
- **54.7.** The bidder shall submit the preventive maintenance activity report, service call report, downtime report duly certified by bank's official along with payment claim letter. Bank will calculate the uptime and impose penalty as per uptime clause. However total penalty shall be restricted to 15% of quarterly AMC claiming value.
- **54.8.** Downtime report should be collected from the respective locations duly certified by Bank's officials. In case of any disputes in downtime, it should be resolved amicably/mutually agreed upon. However the bidder shall submit the necessary proof that the failures are not on account of hardware/software of the Passbook Printing Kiosk.
- 54.9. It may be noted that the Bank reserves the right to demand additional performance Bank Guarantee to the tune of 10% of the value of the Purchase Order, if AMC charges quoted by the bidder are abnormally low (below 5% of the cost). The Bank has discretion to consider such offer or for seeking clarification from the bidder to decide for consideration. This Bank Guarantee will be towards contractual/AMC obligations of the bidder. Bidder shall quote the charges of AMC as per the Bill of Material (Annexure-17). This Bank guarantee shall be submitted within 15 days from the date of acceptance of the order which shall cover warranty and AMC period with a claim period of 3 months. The bidder has to submit this Bank guarantee in addition to the Security Deposit/Bank Guarantee as specified in clause 40. 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 incompletion of the project and warranty period.

55. Scope Involved During Warranty and AMC Period (if contracted)

During the period of contract up to completion of Warranty and also during Annual Maintenance Contract (if contracted), the bidder shall perform the following:

- **55.1.** If any software and Hardware updates provided by the OEM as free of cost, it should be provided and installed & configured by the selected bidder during Warranty and AMC support [If contracted].
- **55.2.** Any corruption in the Software or media shall be rectified during the full period of the contract including Warranty and AMC, if contracted, at no extra cost to the Bank.
- **55.3.** The system spare parts/services, as and when required, and complete maintenance of the PASSBOOK PRINTING KIOSKS during warranty period and AMC (if contracted), shall be supported for a period not less than 5 years from the date of acceptance of the kiosks by the bank.
- **55.4.** The Bidder would be responsible for timely applying/loading of all the software patches into all the individual kiosks during the Warranty and AMC period. This job has to be done as a part of Warranty and AMC support services, without any extra cost
- 55.5. In future, if any configuration changes are required in Kiosks, it should be done by the bidder during warranty and AMC period [if contracted]. However bank will intimate the bidder well in advance for doing such configuration changes. Configuration changes may be done either centrally or remotely. However, if bidder personnel are required at the remote place as informed by the Bank, the bidder should arrange the personnel to make such configuration / cooperation at the respective location. However in case the bidder has any concerns, it should be informed to the bank in writing with reason for taking appropriate/ amicable/ mutually agreed upon decision in the matter.
- **55.6.** During the warranty and AMC period, the Bidder is bound to do all hardware spares replacement in order to maintain the required uptime, without extra cost to Bank covering all parts & labour from the date of acceptance of the systems by Canara Bank at the respective locations i.e. on-site comprehensive warranty. Under Annual Maintenance Contract all parts & labour should be covered for onsite support. Canara Bank, however, reserves the right to enter into Annual Maintenance Contract (AMC) agreement either location-wise / Circle-wise or from a single centralized location.
- **55.7.** Preventive maintenance shall be compulsory during Warranty and AMC period [if contracted]. Preventive maintenance activity should be completed every quarter and report should be submitted to the bank. Preventive maintenance activity should take care of physical verification, device configuration verification, device health checkup, cleaning of devices, fine-tuning the configuration, security checkup, verification of bugs/patches, earthing etc. The preventive maintenance report format shall be prepared by bank, the bidder shall strictly follow the format of bank and submit the same for each location while claiming AMC payment if contracted.
- **55.8.** The support shall be given in person or through telephone, FAX, letter and E-mail within a reasonable time as the case may be.
- **55.9.** Only licensed copies of software shall be supplied and ported in the kiosks. The bidder shall grant an irrevocable perpetual license to the Bank to use the software. Further, all software supplied shall be of latest version.
- **55.10.** The bidder shall provide centralized complaint booking facility to the bank and the dash board, if available, shall be provided to the Bank. The method of booking complaints shall be E-mail, Toll-free no, on line portal, web, etc.
 - **55.10.1.** Escalation matrix should be provided for support, technical, project, etc. as per **Annexure-14**.
 - **55.10.2.** During AMC period [If contracted] Bank may, by notice of not less than 30 days in writing to the bidder, modify or delete either any location or all location, either partial items or all items of the contract.

56. Spare Parts:

- **56.1.** The vendor shall make available the spare parts, components etc. for the systems for a period to be specified by the Bank, during warranty and AMC period.
- **56.2.** If any of the peripherals / components is not available during the warranty /AMC period, the substitution shall be carried out with peripherals/components of equivalent or higher capacity.

57. Mean Time Between Failures (MTBF):

If during the warranty period and AMC period [If contracted], any hardware and/or software items fails on four or more occasions in a quarter, such hardware items shall be replaced by equivalent / superior new hardware items by the bidder at no additional cost to the Bank.

58. Defect liability

In case any of the supplies and equipment delivered under the Contract are found to be defective as to material and workmanship and / or not in accordance with the requirement, and/or do not achieve the guaranteed performance as specified herein, within the warranty and AMC period (if contracted) of the contract, the Bidder shall forthwith replace/make good such defective supplies at no extra cost to the bank without prejudice to other remedies as may be available to the bank as per RFP terms.

59. Subcontracting:

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

E. GENERAL CONDITIONS:

60. Intellectual Property Rights:

- 60.1. Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. The bidder should ensure that the Hardware and Software supplied to the Bank shall not infringe the third party intellectual property rights, if any. The bidder has to ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as bidder.
- 60.2. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution.
- **60.3.** The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage,

negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.

60.4. The bidder acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Hardware/Software.

61. Roles & Responsibility during Project Implementation

- **61.1.** All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning maintenance during warranty and AMC etc., shall be provided by the Bidder at no extra cost to the Bank for completing the scope of work as per this RFP.
- **61.2.** The selected Bidder shall take all steps to ensure safety of bidder's and the bank's personnel during execution of the contract and also be liable for any consequences due to omission or act of the selected bidder or theirs sub-bidders.
- **61.3.** In case of any damage of Bank's property during execution of the work is attributable to the bidder, bidder has to replace the damaged property at his own cost.
- **61.4.** The selected bidder has to execute an Undertaking of Authenticity for Hardware items as per **Annexure-11**.

62. Indemnity:

- **62.1.** 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:
 - **62.1.1.** The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;
 - **62.1.2.** Any contravention or Non compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;
- **62.2.** 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 PASSBOOK PRINTING KIOSKS supplied by them.
 - **62.2.1.** All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
 - **62.2.2.** The limits specified in the above said clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.
 - **62.2.3.** All Employees engaged by the Bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but

not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.

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

63. Inspection of Records:

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

64. Assignment:

- **64.1.** 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.
- **64.2.** 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.

65. 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.

66. Insurance:

The Hardware to be supplied will be insured by the bidder against all risks of loss or damages from the date of shipment till such time, the same is delivered and installed at site and handed over to the Bank/Office. The Bidder has to obtain transit insurance cover for the items to be delivered from their factory/godown to the location and such insurance cover should be available till installation of the PASSBOOK PRINTING KIOSKS. If there is any delay in the installation which could be attributed to Bank, in such an event the insurance must be available for minimum 30 days from the date of delivery of PASSBOOK PRINTING KIOSKS.

67. Guarantees:

The bidder should guarantee that the hardware items delivered to the Bank are brand new, including all components. In the case of software, the bidder should guarantee that the software supplied to the Bank includes all patches, updates etc., and the same are licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation.

68. Confidentiality and Non-Disclosure

- **68.1.** The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking as given in **Annexure-8**.
- **68.2.** 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.

69. Amendments to Purchase Order:

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

70. Amendments to the Agreement:

Once agreement is executed with the successful bidder/s, no amendments or modifications of Agreement and no waiver of any of the terms or conditions thereof shall be valid or binding unless made in writing.

71. General Order Terms:

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

72. Negligence:

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

73. Responsibility for Completeness:

- **73.1.** The bidder shall ensure that the Solution provided [Hardware/Software etc] meets all the technical and functional requirements as envisaged in the scope of the RFP.
- **73.2.** The bidder shall deliver, install the equipment and port the software, arrange for user level demo at bidder's cost as per accepted time schedules. The bidder is liable for penalties levied by Bank for any deviation in this regard. The bidder shall provide for all drivers/software required to install, customize and test the system without any further charge, expense and cost to Bank.
- 73.3. 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.

74. Responsibilities of the Bidder.

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

74.1. 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.

- **74.2.** The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
- **74.3.** No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- **74.4.** 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.
- 74.5. The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all software and hardware to be supplied in response to this RFP shall meet the requirement of the solution proposed by the Bidder. The Bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfill all the terms and conditions of this RFP.

75. Force Majeure:

- **75.1.** 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.
- **75.2.** 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.
- **75.3.** 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.
- **75.4.** 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.

76. Corrupt And Fraudulent Practices

76.1. 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:

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

77. Adoption of Integrity Pact:

- **77.1.** 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.
- **77.2.** Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- **77.3.** The Bidders shall submit signed integrity pact as per **Appendix-I** along with Part-A Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.
- **77.4.** Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates
- 77.5. 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.
- **77.6.** 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.
- 77.7. 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.
- **77.8.** Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 77.9. Integrity pact shall be signed by the person who is authorized to signed the Bid.
- **77.10.** The Name and Contact details of the Independent External Monitor(IEM) nominated by the Bank are as under:

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

78. Resolution of Disputes:

All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days notice in writing to the other party clearly setting out there-in the specific disputes. In the event of 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. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration shall be Bengaluru, INDIA.

79. Modification/Cancellation Of RFP:

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

80. Responsibilities of Selected Bidder

- **80.1.** 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 warranty and AMC period.
- **80.2.** The Bank will call for Audited Balance Sheet of the selected Bidder at any point of time during warranty and AMC period and the selected Bidder shall provide the same.
- **80.3.** The selected bidder shall submit updated Escalation Matrix for the product/services on a Half-Yearly basis as at the end of 31st March and 30th September during warranty and AMC period.

81. Legal Disputes and Jurisdiction of the court:

81.1. The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

81.2. 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.

82. Social Media Policy:

- **82.1.** No person of the Bank or the Contractors, vendors and third parties shall violate the Social Media Policy of the Bank.
- **82.2.** The following acts on the part of personnel of the Bank or contractors, Vendors and third parties shall be construed as violation of Social media Policy.
 - **82.2.1.** Non-adherence to the standards/ guidelines in relation to Social media Policy issued by the Bank from time to time.
 - **82.2.2.** Any omission or commission which exposes the bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of Social media related systems and procedures.

DEPUTY GENERAL MANAGER

Checklist

ANNE	XURES (To be submitted with Part A- Conformity to Eligibility	Submitted	Page No.
	<u>Criteria)</u>	Yes/ No	
1.	Check List		
2.	Application money & EMD		
3.	Stamped Integrity Pact as per as per Appendix-I		
4.	Eligibility Criteria Declaration		
5.	Bid Covering Letter Format		
6.	Authorization Letter Format		
7.	Applicant's Profile		
8.	Details of Offices/Branches/Service Centers		
9.	Non-Disclosure agreement format		
10.	Tract Record of Past three years in Implementation of PASSBOOK PRINTING KIOSKS		
ANNEXUR	ES (To be submitted with Part B- Technical Proposal)		
11.	Technical Bid covering letter format		
12.	Technical Specifications for PASSBOOK PRINTING KIOSKS		
13.	Undertaking of Authenticity for Supply, Installation, Commissioning and Maintenance of SELF SERVICE PASSBOOK PRINTING KIOSK & BAR CODE PRINTER		
14.	Call log in Procedure, Preventive and Break down/Corrective Maintenance		
15.	Compliance Statement		
16.	Undertaking Letter Format		
17.	Escalation Matrix		
18.	Manufacturer/Distributor in India Authorization Form		
19.	Masked Price Bid		
ANNEXUR	ES(To be submitted with Part-C -Commercial Bid (indicative))		
20.	Commercial Bid Covering Letter Format		
21.	Bill of Material (indicative)		

C	hec	ked	for	accurac	:y
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Date Signature with seal

Name : Designation :

SI. No.	Annexure-1: Other Clauses	Bidder's Response [Yes/No]
1.	Whether the Bid is authenticated by authorized person? Copy of Power of Attorney or Authorization letter from the company authorizing the person to sign the bid document to be submitted in Part A-Conformity to Eligibility Criteria ?	
2.	Whether all pages are authenticated with signature and seal (Full signature to be affixed and not initials). Erasures / Overwriting / Cutting / Corrections authenticated Certification / Undertaking is authenticated?	
3.	Whether address of Office on which order has to be placed is indicated in Annexure-4	
4.	Whether ensured that, the PASSBOOK PRINTING KIOSKS Hardware/Software Items quoted are not getting End Of Life in Six years from the date of submission of Bids.	
5.	Whether ensured that, the PASSBOOK PRINTING KIOSKS Hardware/Software Items quoted are not getting "End of Support" for minimum of Six Years from the date of submission of Bids.	
6.	Whether ensured that, the separately sealed envelopes containing Part A-Conformity to Eligibility Criteria, Part B-Technical Proposal and Part-C Commercial Bid for Supply, Installation and Maintenance of PASSBOOK PRINTING KIOSKS in our Bank are placed and sealed in another big envelope super scribed as per RFP instructions. The Name of the Bidder and Due date of the RFP is specified on the top of the envelope.	
7.	Whether ensured Indexing of all Documents submitted with page numbers?	

Bidder to verify the above checklist and ensure accuracy of the same before submission of the bid.

Checked for accuracy

Date Signature with seal

Name : Designation :

Annexure-2 Bid Covering letter format

Reference No:	Date:
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The Deputy General Manager, Canara Bank, Digital Devices Procurement Section, Digital Banking Services Wing, Naveen Complex, 14 M G Road, Bengaluru - 560 001, Karnataka

Dear Sir,

SUB: RFP for Supply, Installation, Commissioning and Maintenance of SELF SERVICE PASSBOOK PRINTING KIOSK & BAR CODE PRINTER.

Ref: Your RFP-DBS 03/2018-19 dated 25/09/2018

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 complete delivery of materials within 4 weeks from the date of receipt of the Purchase Order. Also, we undertake to complete installation, configuration and commissioning of the delivered Hardware & Software and complete all the works specified in the Scope of Work at the bank branch/office within 2 weeks from the date of delivery of all the materials for each ordered locations.

If our offer is accepted, we undertake to provide Technical consultancy / Service support / Guidance for the devices supplied as per the above referred RFP, during warranty support period and AMC (if contracted). We enclose a Demand Draft /Bank Guarantee in lieu of EMD for Rs.30,00,000 (Rupees Thirty lakhs only) in favour of Canara Bank as EMD.

We agree to abide by this offer till **180 days from the date of Reverse Auction** 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.

Date Signature with seal

Name : Designation :

Eligibility Criteria Declaration

SUB: RFP for Supply, Installation, Commissioning and Maintenance of SELF SERVICE PASSBOOK PRINTING KIOSK & BAR CODE PRINTER

Ref: Your RFP-DBS 03/2018-19 dated 25/09/2018

We have carefully gone through the contents of the above referred RFP and furnish

the following information relating to Eligibility Criteria.

SI.	Eligibility Criteria	Documents to be submitted	Bidder's
No.	•		Response and Documents Submitted
a)	The Bidder should be a Registered Company in India as per Indian Companies Act, 1956 or Indian Companies Act 2013.	Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company OR Certificate of incorporation in case of Private Limited Company, issued by the Registrar of Companies.	
b)	The bidder should be the original equipment manufacturer (OEM) OR Authorized Indian supplier/ Distributor/ Partner/ System Integrator (SI) of PASSBOOK PRINTING KIOSKS with past 3 years of presence in India.	If the bidder is Manufacturer, they	
c)	The Bidder should be profit earning company (FY 2017-18) registered in India and should have a minimum turnover of Rs. 20 crores during each of the last 3 financial years i.e.	a) Audited Balance Sheet for last 3 Years (i.e. 2015-16, 2016-17, 2017- 18) and	
	-	b) A Certificate from Company's	

SI. No.	Eligibility Criteria	Documents to be submitted	Bidder's Response and		
			Documents Submitted		
	2017-18, 2016-17, 2015-16.	Auditor to that effect to be submitted.			
d)	The Bidder should have positive Net Worth as on 31/03/2018.	Bidder has to submit a Certificate from company's Chartered Accountant to this effect.			
e)	Bidder/OEM should have an ISO certified quality systems.	Copy of latest and valid certificate to be submitted. In respect of Dealer, ISO Certificate of the OEM is to be enclosed			
f)	The Bidder should have supplied and installed minimum of 500 Passbook Printing Kiosks to at least two Public Sector Banks during the last three years to the date of bidding.	Submit complete list of Banks with number of PASSBOOK PRINTING KIOSKS supplied during the last three years for the installed base in India. The Certificate of installation & satisfactory performance should be submitted to the Bank along with			
		The Bidder must enclose a certificate from Head Office of at least Two Public Sector Banks and the letter of satisfaction must be in English on the letter head of the Bank duly stamped and signed by an official of the Bank not below the rank of Deputy General Manager			
g)	The Bidder should have minimum 100 service centres at different cities across the country including all the 21 Circle Office of the Bank to service the kiosks installed by the Bank. The Bidder should have their spare parts/inventory at all centres of the Bank.	Self-confirmation and undertaking on company's letter head. The Bidder to submit the details viz., Address, phone no., email id and contact person Name & Mobile no. etc as per Annexure-5.			
h)	The Bidder should have arrangement to provide 24 * 7 support and also arrangements to provide All India toll free/contact number for lodging the complaints and escalations thereof. Bidder is required to support such installations and will have to enter into SLA for uptime guarantee.	Proof of having complaint monitoring system with toll free number is to be furnished			
i)	The Bidder should have neither been blacklisted nor expelled from any project/contract,	The bidder shall give an undertaking on their Letter Head.			

SI. No.	Eligibility Criteria	Documents to be submitted	Bidder's Response and Documents Submitted
	nor have had any contract terminated for breach thereof by any Bank, Financial institutions/ any Government/ Government agencies/ IBA/ RBI/ insurance companies/ any other regulatory bodies during the last three years. In case, in the past, the name of their Company was black listed by any of the above authorities, the name of the company or organization must have been removed from the black list as on date of submission of the tender, otherwise the bid will not be considered. There should not be any pending litigation/ court cases due to lack of support/services, poor hardware quality and malpractices in the last 3 years.		
j)	Offers from bidders who have already supplied Passbook Printing Kiosk and Bar Code Printers to our Bank and were unable to complete the order and whose service support was not satisfactory, as decided by the Committee will be summarily rejected.		

We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection.

Date	Signature with sea	al
	Name :	
	Designation	

Designation :

Applicant's Profile

SUB: RFP for Supply, Installation, Commissioning and Maintenance of SELF SERVICE PASSBOOK PRINTING KIOSK & BAR CODE PRINTER.

Ref: Your RFP-DBS 03/2018-19 dated 25/09/2018

SI.	Particulars	Details
No		
a)	Name of the Company	
b)	Constitution (private limited/limited)	
c)	Date of Establishment/Incorporation	
	Address (Order to be placed on which Office)	
d)	Registered Office	
	Corporate Office	
	Telephone No	
e)	FAX No	
	E-mail Address	
	Website	
	Sales Turnover in Rs.:	
f)	2014-2015	
	2015-2016	
	2016-2017	
g)	Net Worth in Rs. as on 31/03/2017	
h)	Domestic Customer Base (Number of Clients where CTS enabled PASSBOOK PRINTING KIOSKS were installed in India)	
	Service Net Work (Number of Service Centers in)	
	North India	
i)	South India	
	East India	
	West India	
	Central India	

Our PAN number for Income Tax is	
We are registered with the GST authorities and our registration numbers are as follows.	
GST Registration Number is	
Our Bank Details	
Name, Style and Type of Bank Account	
Name of the Bank and Branch address	
Account Number	
RTGS / NEFT Code	

Date Signature with seal

Name :

Designation :

[Note: These details should be on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company]

<u>Annexure-5</u> <u>Details of Service Support Centres for Bank's Circle Office Locations</u>

SUB: RFP for Supply, Installation, Commissioning and Maintenance of SELF SERVICE PASSBOOK PRINTING KIOSK & BAR CODE PRINTER.

Ref: Your RFP-DBS 03/2018-19 dated 25/09/2018

Circle Office Locations:

SI. No.	Circle	Availability of owned Service Centre (Yes/No)	Postal Address	Mobile No., Landline No, Email-ID	No. of Engineers/ Service Staff
1.	Ahmedabad	,			
2.	Bengaluru				
3.	Bhopal				
4.	Bhubaneswar				
5.	Chandigarh				
6.	Chennai				
7.	Delhi				
8.	Guwahati				
9.	Hyderabad				
10.	Jaipur				
11.	Karnal				
12.	Kolkata				
13.	Lucknow				
14.	Madurai				
15.	Mangalore				
16.	Mumbai				
17.	Patna				
18.	Pune				
19.	Ranchi				
20.	Trivandrum				
21.	Vijayawada				
22.					
23.					
100					

Date:	Signature with seal
	Name :
	Designation :

Annexure-6 Authorization Letter Format

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

Ref No:		Date:
The Deputy General Manager, Canara Bank, Digital Devices Procurement Section, Digital Banking Services Wing, Naveen Complex, 14 M G Road, Bengaluru - 560 001 Karnataka		
Dear Sir,		
SUB: RFP for Supply, Installation, Com PASSBOOK PRINTING KIOSK & BAR CODE		of SELF SERVICE
Ref: Your RFP-DBS 03/2018-19 dated 25	/09/2018	
This has reference to your above RFP.		
Mr./Miss/Mrs. attend the bid opening of the above organization.	RFP onis hereb	y authorized to on behalf of our
The specimen signature is attested below		
Chariman Cignature of Danyacantative		
Specimen Signature of Representative		
Signature of Authorizing Authority		
Name & Designation of Authorizing Authori	ity	

NOTE: This Authorization letter is to be carried in person and shall not be placed inside any of the bid covers.

Track Record of Past Delivery & Installation of PASSBOOK PRINTING KIOSKS

SUB: RFP for Supply, Installation, Commissioning and Maintenance of SELF SERVICE PASSBOOK PRINTING KIOSK & BAR CODE PRINTER.

PASSBOOK PRINTING KIOSK & BAR CODE PRINTER.	
Ref: Your RFP-DBS 03/2018-19 dated 25/09/2018	

Nar	ne of the Bidder			
SI. No.	Name of the Client/s where PASSBOOK PRINTING KIOSKS were installed during the last two years	Contact Person's Name	Telephone No.	Address
1.				
2.				
3.				
4.				
•••				
(En	close necessary docume	entary proof)		
Dat	e	١	Signature with se Name : Designation :	eal

Non-Disclosure Agreement

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

SUB: RFP for Supply, Installation, Commissioning and Maintenance of SELF SERVICE PASSBOOK PRINTING KIOSK & BAR CODE PRINTER.

Ket: Your KFP-DBS 03/2018-1	19 dated 25/09/2018
having its office at 14, Nav	, hereinafter referred able to provide IT Infrastructure services to Canara Bank, veen complex, HO(annex), M.G Road Bengaluru -560001
	BANK and, erstands that the information regarding the Bank's IT BANK in their Request for Proposal is confidential and/or
"Supply, Installation and Mai and/or in the aftermath there jobs/duties on the Banks pro approvals or information of the the Bidder agrees to all of the the Bidder specific access to to or disclose to others, nor, us	stands that in the course of submission of the offer for intenance of PASSBOOK PRINTING KIOSKS in Canara Bank reof, it may be necessary that the Bidder may perform certain operties and/or have access to certain plans, documents, he BANK; NOW THEREFORE, in consideration of the foregoing, e following conditions, in order to induce the BANK to grant the BANK's property/information. The Bidder will not publishe in any services that the Bidder performs for others, any formation belonging to the BANK, unless the Bidder has first authorization to do so.
by the BANK or, prepared or offer to the BANK for the sa	, specifications, designs, memoranda and other data shared produced by the Bidder for the purpose of submitting the aid solution, will not be disclosed during or subsequent to BANK, to anyone outside the BANK.
Request for Proposal (Bid) or sample or information (to b therewith, to any person(s) of purpose of submitting the offer the aftermath. Disclosure to a	t the BANKs written consent, disclose the contents of this any provision thereof, or any specification, plan, pattern, be) furnished by or on behalf of the BANK in connection other than those employed/engaged by the Bidder for the er to the BANK and/or for the performance of the Contract in any employed/engaged person(s) shall be made in confidence is necessary for the purposes of such performance.
Date	Signature with seal

Designation :

Annexure-9 Technical Bid Covering letter Format

The Deputy General Manager Canara Bank Digital Devices Procurement Section, Digital Banking Services Wing, HO: BENGALURU

SUB: RFP for Supply, Installation, Commissioning and Maintenance of SELF SERVICE PASSBOOK PRINTING KIOSK & BAR CODE PRINTER.

Ref: Your RFP-DBS 03/2018-19 dated 25/09/2018

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Technical Bid/Specification.

SI. No.	Particulars	Details to be furnished by the Bidder
1	Technical specification as per ANNEXURE-10	
2	Name of the Bidder	
3	E-mail address of contact persons	
4	Details of: Description of business and business background Service profile & Client profile	
5	Approach and methodology for the proposed scope of work along with illustrative deliverables.	
8	Details of inputs/requirements required by the bidder to execute this assignment.	
9	Conformity to the obtaining of various certificates/bench mark testing standards for the items quoted to meet the intent of the RFP	
10	Conformity regarding back to back arrangements with third party hardware software for providing continuous and uninterrupted support to meet SLA obligations as per RFP Terms.	

Declaration:

- a. We confirm that we will abide by all the terms and conditions contained in the RFP.
- b. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in shortlisting of bidders.

- c. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
- d. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Date	Signature with seal
	Name :
	Designation :

Annexure-10 Technical Specifications for PASSBOOK PRINTING KIOSKS

Note:

- 1. The Bidder shall specifically mention the make and model of the items offered for all the requirements in terms of RFP without fail, failing which the Bid is liable for rejection.
- 2. If the Bidder feels that certain features offered are superior to what has been specified by the Bank, it shall be highlighted separately. Information regarding any modification required in the proposed configuration to meet the intent of the specifications and state-of-the-art technology shall be provided. However, the Bank reserves the right to accept the modifications / superior features suggested/offered.
- **3.** The Bidder shall provide all other required equipments and services, whether or not explicitly mentioned in this RFP, to ensure the intent of specification, completeness, operability, maintainability and upgradability.
- **4.** The selected bidder shall own the responsibility to demonstrate that the products offered are as per the specification/performance stipulated in this RFP and as committed by the bidder either at site or in bidder's work site without any extra cost to the Bank.

A. <u>Technical Specifications for Self Service Passbook Printing Kiosks</u>

SI. N	lo.	TECHNICAL SPECIFICATIONS	Specifications Offered (Vendor must fill the data accurately as indicated below)	Compliance (YES/NO) With remarks if any
	Menti	on Make & Model		
	Kiosk'	s Properties		
		Exterior: Height = 5ft - 5.5ft,	Height:	
	1.1	Width=Max 2.25 ft,	Width:	
		Depth = Max 2.5ft	Depth:	
	1.2	Passbook Printer: height from base 2.75ft -3.5 ft	Height from base:	
	1.3	Weight of the total system	Weight in Kg:	
1	1.4	Key Board and Mouse for maintenance purposes and the same are to be placed inside the Kiosks or as decided by the Bank.		
	1.5	Mounting Type - Floor Mounted		
	1.6	Mobility: Plug and Play		
	1.7	Wake on LAN, Audio line out, Line in, Speaker(external)	Speaker output power in watts:	
	1.8	Sheet Metal - IS513Draw Material or equivalent to 1.6mm	Thickness in mm:	
	1.9	Powder coated		
	1.10	Anti Static		
	1.11	Provision to bolt the Kiosk to Floor.		
	1.12	Strong Mechanical Key lock		
	CPU			
2	2.1	Intel-Based system- Intel i3 Processor	Processor:	
	۷.۱	2100 or above, 3.10Ghz or above	Processor Speed:	

SI. N	lo.	TECHNICAL SPECIFICATIONS	Specifications Offered (Vendor must fill the data accurately as indicated below)	Compliance (YES/NO) With remarks if any
		running on Windows 10 or above	Platform:	
	2.2	1X500 GB HDD (seagate/samsung or equivalent),	Make: Model No.: Speed in RPM: Capacity in GB:	
	2.3	4 GB DDR3 RAM (Micron/ Samsung/ Hynix or equivalent)	Make: Speed:	
	2.4	External interface: minimum 4 USB ports, 10/100 mbps Ethernet card and audio port, Inbuilt SMPS to work on 230V 50 MHz power supply or external adapter ROHS certified, Mouse and Keyboard		
	Opera	ting System		
	3.1	The operating system on Kiosk should be GUI based (TC/IP enabled) and supported by OS Provider.		
3	3.2	Operating System should be Windows 10 or above, capable of multitasking real time operations.	OS Version:	
	3.3	OS hardening (with Firewall).		
	3.4	IPv6 compliance		
	Touch	Screen		
	4.1	Size:15" LED backlight LCD display (CFL backlight not acceptable) 4:3 aspect ratio or better: SVGA resolution or better Anti-Vandal, Anti-Scratch glass	Make: Model No: Screen size: Aspect Ratio: Resolution:	
4	4.2	Type: Capacitive/SAW, Material: 3mm Pure Glass, Touch Screen Resolution: 4096 touch points per axis within the calibrated area or higher. Antiglare Surface:6:1 minimum Light transmission: >90% Accuracy: Less than +1% error with the active area Response time: <16 MS Endurance: Scratch Resistant (must withstand more than 50,000,000 touches in one location without failure) Impact Resistant: meets GB9633-1988 and UL-60950-1 steel ball test or equivalent Operating Temperature: -5°C to 50° C	Make: Resolution: Type:	
	Passbo	ook Printer		
5	5.1	Standard Passbook Printers with dual mylar equivalent to Olivetti PR2 Plus with integrated BARCODE Scanner	Passbook Printer: Model No: Make:	

SI. N	lo.	TECHNICAL SPECIFICATIONS	Specifications Offered (Vendor must fill the data accurately as indicated below)	Compliance (YES/NO) With remarks if any
		including the required Serial/Parallel/USB ports to meet the RFP requirement. It should not be an inbuilt or fabricated scanner. The make of Passbook printer and Barcode scanner should be same.	Print Mechanism: Paper size: Text/ Graphics print capable: Barcode scanner: Model No.: Make: Technology (CCD/Camera/ Others)	
	5.2	Any change in Passbook design / Printing format in future should be supported.		
	5.3	Font size of Passbook to be printed is Arial 10 or as per the directions of Regulatory authority/ RBI from time to time		
	5.4	Print speeds up to 480 cps or higher Print Head Life of minimum 400 million characters Method 24 pin, impact dot matrix Print direction: Bi-direction with logic seeking Columns: 94 (10cpi)		
	5.5	Standard Printer Cartridge / Ink, at least One number shall be provided	Cartridge type: Model No: Typical usage life:	
	Messa		List of languages	
	6.1	Display of messages / instructions to the customers in Multilingual capability	List of languages supported:	
6		I.e., (1) English (2) Hindi (3) Any regional / local languages		
	6.2	Compatible with ISO8583 - 1993 Version		
	Voice	Enabling Voice enabled Kiosks should support		
7	7.1	(1) English (2) Hindi (3) Any regional / local languages as decided by the Bank.		
-	7.2	Clarity of Voice and the same should be uniform voice across all Kiosks Multimedia Speakers with 2x5Watt or above		
	Bar Co			
8	8.1	Solution to be provided to print BAR code directly on the top of the Passbook or on the sticker which is affixed on the passbook	Make: Model No: Print Mechanism: Resolution:	
	8.2	Along with BAR Code, Account number is to be printed on the Passbook / Sticker. In this approach, while		

SI. N	lo.	TECHNICAL SPECIFICATIONS	Specifications Offered (Vendor must fill the data accurately as indicated below)	Compliance (YES/NO) With remarks if any
		generating barcode account number would be encrypted using an algorithm with a private key. The KIOSK software should read the encrypted data from barcode & send the encrypted data to middleware for further processing.		
	8.3	Should be capable of operating in Auto Trigger Mode for hands free operation and reads barcodes of all popular symbologies including Code 128, with up to 36 characters		
	Add O	n		
9	9.1	Stickers are to be provided with Canara Bank Logo and the matter is to be provided by the Bank		
	Netwo			
10	10.1	Should have capability to connect to any type of network switch.		
	Weath	ner Condition		
11	11.1	Weather (Indian Weather Conditions) & vandal proof & Indian usability conditions.		
	Power	•		
12	12.1	Support input voltage of 230V AC / 50Hz +-5% variation.		
	Cabin	et		
13	13.1	The cabinet must house all the components of the terminal / kiosk and must be ergonomically designed and of compact design as per make & model approved by Bank. All devices must be optimally located and secured, with easy serviceability		
14	Applic	ration Software		
14	14.1	Will be a communication tool and will maintain log for all transactions between Pass Book Printing kiosk and Core Banking. Capable of remotely managing the kiosk transactions. Component level health monitoring like Printer Remote loading of Patch as and when needed like anti-virus updates Web based Central Office application with admin, supervisor rights. Encryption at network communication level Encryption in Barcoding	Details to be furnished	

SI. N	lo.	TECHNICAL SPECIFICATIONS	Specifications Offered (Vendor must fill the data accurately as indicated below)	Compliance (YES/NO) With remarks if any
	Other	Requirement		
	15.1	The Kiosk shall be capable of		
	connecting to the central location for			
		remote management for Health		
		Monitoring of the KIOSK. The Kiosk		
15		should have provision to get connected		
		to a central server. The bidder shall		
		provide the Monitoring Solution for the		
		KIOSKs including centralized patch		
		management and Software Up		
	gradation without any additional cost			
	to the Bank.			
	Requirement of Central Monitoring Solution 15.2 The requirement of Central Server			
	15.2	The requirement of Central Server		
		(hardware) for connecting all the		
		KIOSKs for Monitoring and Patch Management shall be provided by the		
		Bank. The selected Bidder has to		
		provide Solution for Centralized		
		Monitoring and Interface with CBS /		
		KIOSKs. However Bank will provide		
	server for connecting the KIOSKs			
	including the existing KIOSKs.			
	15.3	The machine should be branded and		
		the details of the branding will be		
		provided to the selected bidder		

B. <u>Technical Specification of Bar Code Printers</u>

SI. No.	Functionality	Description	Specifications Offered (Vendor must fill the data accurately as indicated below)	Compliance
1.	Mention Make	& Model		
2.	Minimum	The printer should be able to print		
	Requirement	barcodes of all popular symbologies,		
		including Code 128, with up to 36		
		Characters(Account No. should be		
		populated as per CBS pattern which is		
		presently 13 Digit)		
3.	Resolution	Minimum 203 DPI(dots per inch)		
4.	Print method	Thermal transfer		
5.	Processor	32 bit RISC		
6.	Print Speed	Min.4 IPS(inches per second)		
7.	Print length	Maximum print length 990mm (39inches)		
8.	Print Width	Maximum 104 mm		

9.	Label roll	Maximum Diameter-130 mm	
	Size		
10.	Label Size	60 mm(L) x 25 mm (W)	
11.	Memory	Min.8MB DRAM Min.2MB Flash ROM	
12.	Interface	Parallel/USB along with necessary	
	interrace	software	
13.	Ethernet	Optional	
14.	Other	Bidder should ensure that the Printer is	
	requirements	compatible with the offered Self Service	
		Passbook Printing Kiosks and Self Service	
		Passbook Printing Kiosk being used by	
		Canara Bank. Bar Code Printer should be	
		able to connect to a PC available with the	
		Bank in respective locations for printing a	
		Bar Code.	
15.	Branding	The machine should be branded and the	
		details of the branding will be provided to	
		the selected bidder	

Date Signature with seal

Name : Designation :

<u>Undertaking of Authenticity for Supply, Installation , Commissioning and Maintenance</u> of PASSBOOK PRINTING KIOSKS

SUB: RFP for Supply, Installation, Commissioning and Maintenance of SELF SERVICE PASSBOOK PRINTING KIOSK & BAR CODE PRINTER.

Ref: Your RFP-DBS 03/2018-19 dated 25/09/2018

With reference to the PASSBOOK PRINTING KIOSKS being supplied/quoted to your RFP Ref. no. cited above.

We hereby undertake that all the components/parts/assembly/software's used in the PASSBOOK PRINTING KIOSKS & other items under the above like Hard Disk, Monitors, Memory, etc shall be original new components /parts /assembly /software only from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of Licensed Operating System/Software if asked for by you in the purchase order the same shall be supplied along with the authorized license certificate (e.g. Product Keys on Certification of Authenticity in case of Microsoft Window Operating System/Software) and also that it shall be sourced from the authorized source (e.g. Authorized Microsoft Channel in case of Microsoft Operating System).

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with the above at the time of delivery or during installation, for the IT Hardware/Software already billed, we agree to take back the PASSBOOK PRINTING KIOSKS without demur, if already supplied and return the money if any paid to us by you in this regard.

We (Mention System OEM name) also take full responsibility of both parts and service SLA as per the content even if there is any defect by our authorized service centre/Reseller/SI etc.

Date	Signature with seal
	Name :
	Designation :

Compliance Statement

SUB: RFP for Supply, Installation, Commissioning and Maintenance of SELF SERVICE PASSBOOK PRINTING KIOSK & BAR CODE PRINTER.

Ref: Your RFP-DBS 03/2018-19 dated 25/09/2018

DECLARATION

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

Compliance	Compliance (Yes / No)	Remarks / Deviations
Terms and Conditions		
Technical Specifications		
Scope of Work		

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

Date Signature with seal

Name : Designation :

Annexure-13 Undertaking Letter Format

SUB: RFP for Supply, Installation, Commissioning and Maintenance of Passbook Printing Kiosks.

Ref: Your RFP-DBS 03/2018-19 dated 25/09/2018

- **a.** We understand that Bank shall be placing Order to the Selected Bidder exclusive of taxes only.
- **b.** We also confirm that we have quoted the solution with GST only.
- c. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.
- **d.** We here by confirm to undertake the ownership of the subject RFP.
- **e.** We also confirm that we have quoted for post warranty AMC rates (as per terms and conditions of the tender), giving the rates/price in Bill of Material (BOM).
- f. We hereby undertake to provide necessary hardware with latest product and software with latest version and any third party licenses with latest version required for the implementation of the Solution. The charges for the above have been factored in Bill of Material (BOM) or will be quoted in the Reverse Auction, otherwise the Bid is liable for rejection. We also confirm that we have not changed the format of BOM.

Date	Signature with s	eal
	Name	:
	Designation :	:

Annexure-14 Escalation Matrix

SUB: RFP for Supply, Installation, Commissioning and Maintenance of SELF SERVICE PASSBOOK PRINTING KIOSK & BAR CODE PRINTER.

Ref: Your RFP-DBS 03/2018-19 dated 25/09/2018

Name of the Company:

Delivery Related Issues:

manie of the company.							cea issues.
SI. No.	Name	Designation	Full Office Address	Phone No.	Mobile No.	Fax	Email address
a.		First Level Contact	71441 533				
b.		Second level contact (If response not received in 24 Hours)					
c.		Regional/Zonal Head (If response not recd in 48 Hours)					
d.		Country Head (If response not recd in One week)					
e.		Order to be placed on					

Service Related Issues:

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

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

Date

Signature with seal Name : Designation :

<u>Annexure-15</u> <u>Manufacturer/Authorized Distributor in India Authorization Form</u>

[Note: This Format Letter should be on the letterhead of the manufacturing concern/Distributor and should be signed by an Authorized Signatory of the manufacturer/Authorized Distributor.
No dated
The Deputy General Manager, Canara Bank, Digital Devices Procurement Section, DBS-Wing, Naveen Complex, 14 M G Road, Bengaluru-560 001 Karnataka
Dear Sir,
SUB: RFP for Supply, Installation, Commissioning and Maintenance of SELF SERVICE PASSBOOK PRINTING KIOSK & BAR CODE PRINTER.
Ref: Your RFP-DBS 03/2018-19 dated 25/09/2018
Wewho are established and reputed manufacturers ofhaving factories/development facilities at 1)and 2)do hereby authorize M/s(Name and address of the Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.
We (Manufacturer/Indian Distributor) hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the solution, products/equipment and services offered against this invitation for tender offer by the above firm and will extend technical support and updates and ensure availability of spares including processors for our products for a period of six years from the date of submission of this tender.
We (Manufacturer/Indian Distributor) also confirm that we will ensure all product updates (including management software updates and new product feature releases) are provided by M/sfor all the products quoted for and supplied to the bank during the 3 years product warranty period. In case this is not considered while quoting and in the event M/s fail in their obligations to provide the updates within 30 days of release/announcement, we hereby confirm that we will provide the same to the bank at no additional cost to the bank and we will directly install the updates and updates and any new product releases at the bank's premises.
We also confirm that all the equipment offered are not "End of Life" and "End of Support" for a minimum period of Six Years.
Yours faithfully
(Name)
For and on behalf of M/s
1111 5

Covering letter format for Commercial Bid (indicative)

[Note: This Covering letter should be on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company]

Reference No:		
Date:		
То		
The Deputy General Manager, Canara Bank, Digital Devices Procurement Section, Digital Banking Services Wing, Naveen Complex, 14 M G Road, Bengaluru - 560 001 Karnataka		
Dear Sir,		
SUB: RFP for Supply, Installation, Commissio PASSBOOK PRINTING KIOSK & BAR CODE PRIN		enance of SELF SERVICE
Ref: Your RFP-DBS 03/2018-19 dated 25/09/	2018	
We thank you for providing us an opportunity our commercial offer as per Annexure-17 Corwith this covering letter.		
We confirm to the terms & conditions stip Amendments, if any and replies to the Pre- agreeable to the payment schedule mentioned	Bid Queries. V	Ve also confirm that we are
Date	Signature with	seal
	Name Designation	: :

Annexure-17 Bill of Material (indicative)

Notes:

- 1. These details should be on the letter head of Bidder and each & every page should be signed by an Authorized Signatory with Name and Seal of the Company.
- 2. There should not be any erasures, alterations or overwriting in the material. Any erasures, alterations or overwriting if found, the offer is liable to be rejected.

TABLE - I: Price Details of Hardware / Software items required for RFP

Supply, Installation and Maintenance of Self Service Passbook Printing Kiosks & Bar Code Printers across the Country

Amt. in Rs.

SI.		Cost Price				AMC *			ر			
No.	ltems as per this RFP requirement	Unit Price with 3 years Comprehensive onsite warranty (Excl. of Tax) for Hardware & Software	Tax for Column A		Unit Price Incl. of tax	2 years AMC charges per item after warranty period (Excl. of Tax)	Tax for Column E		Total AMC for 2 years incl. of tax	Total Cost per unit with AMC (Incl. of tax)	Qty	Total Cost (Incl. of tax)
	Items as per this	A	B % of tax	C Tax Amt.	D= A+C	E	F-% of Tax	G- Tax Amt	H=E+G	I =D+H	J	K=(lxJ)
1	Self Service Passbook Printing Kiosks										1000	
2	Bar Code Printers										1000	
	Total Cost of Ownership (1+2)		***				***				1000	

^{*}Year wise breakup of AMC charges should be furnished in Table II.

Declaration:

- a. We confirm that we have gone through RFP clauses, subsequent amendments and replies to pre-bid queries (if any) and abide by the same.
- b. We have not changed the structure of the format nor added any extra items. We note that any such alternation will lead to rejection of Bid.
- c. We agree that no counter condition/assumption in response to commercial bid will be accepted by the Bank. Bank has a right to reject such bid.

Date:	Signature with Seal
	Name:
	Designation:

<u>Table –II</u> <u>Commercial Version – Post Warranty AMC Calculation Table (RFP DBS 03/2018-19 dt.25/09/2018)</u>

(Amt. in Rs.)

	DESCRIPTION		SELF SERVICE PASSBOOK PRINTING KIOSKS					BAR CODE PRINTERS						
AMC CHARGES			Unit Price As Per Column A Of Table - I	AMC %	AMC Charge (Excl. of tax)	Tax %	Tax in Amt.	Total AMC (Incl. of tax)	Unit Price As Per Column A Of Table - I	AMC %	AMC Charge (Excl. of tax)	Tax %	Tax in Amt.	Total AMC (Incl. of tax)
			Α	В	С	D	E	F	G	Н	I	J	K	L
AMC	FIRST YEAR	1	NOT APPLICABLE (UNDER WARRANTY)						NOT APPLICABLE (UNDER WARRANTY)					
RRANTY S YEAR V	SECOND YEAR	2	NOT APPLICABLE (UNDER WARRANTY)						NOT APPLICABLE (UNDER WARRANTY)					
	THIRD YEAR	3	NOT APPLICABLE (UNDER WARRANTY)					NOT APPLICABLE (UNDER WARRANTY)						
ST WA	FOURTH YEAR	4												
စို့ ဗ	FIFTH YEAR	5												
GRAN AMC	GRAND TOTAL OF AMC													Δ (IC-IΔ.IE)

↑ (L6=L4+L5) (F6 = F4+F5)

Date:

Signature with Seal:

Name:
Designation:

^{**} Note: The Charges mentioned above in Row 6 (F6 and L6) should tally with the charges mentioned under Price Details in column H of Table -I.



Annexure I - Cost of Consumables and Spares

All the individual spare parts of Passbook Printing Kiosk should be mentioned along with its cost.

		Model/ Make/			Total
		Configuration	(III KS.)	(in Rs.)	(in Rs.)
<u>SI.</u>	<u>Component</u>				
No.					
1.	Intel i3 Processor 2100 or above, 3.10 GHz or above running on Windows 10 or above				
2.	4 GB DDR3 RAM				
3.	500 GB Hard Disk				
4.	Touch Screen				
5.	PC Motherboard				
6.	CPU Cabinet				
7.	PC SMPS				
	Speakers				
9.	Bar Code Printer (spare parts, if any)				
10.	Consumables (if any)				
11.					
12.					

Note:

- 1. You may add additional rows, if required.
- 2. The price of spare parts should be in line with the market rates.
- 3. Prices should be quoted as per the specification in this RFP document.
- 4. Bank is free to negotiate the prices of spare parts with the successful bidder/s, if Bank feels that the prices quoted are exorbitant.
- 5. Details of all individual components should be mentioned in the above annexure in accordance with this RFP document.

Date		
	Signature with seal	:
	Name :	
	Designation:	



Appendix-A Instructions to be noted while preparing/submitting Part A- Conformity to Eligibility Criteria

The Proposal should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory. All the Annexures should be submitted in Bidder's Letter Head.

- 1) Index of all the documents submitted with page numbers.
- 2) Cost of Tender document by way of DD payable at Bengaluru.
- 3) Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD.
- 4) Power of Attorney / Authorisation letter signed by the Competent Authority with the seal of the bidder's company / firm in the name of the person signing the tender documents.
- 5) Checklist as per Annexure-1.
- 6) Bid Covering letter as per Annexure-2.
- 7) Eligibility Criteria declaration as per **Annexure-3** with documentary proof in support of the Eligibility Criteria.
- 8) Profile of the Company / Firm as per Annexure-4.
- 9) Details of Offices/Branches/Service Centers as per Annexure-5.
- 10) Track record of past three years for having sold similar type of PASSBOOK PRINTING KIOSKS across the Country covering Name and addresses of major clients and email ids, telephone numbers (landline and mobile no), fax numbers of their contact executives etc as per Annexure-7.
- 11) Non-Disclosure Agreement as per Annexure-8.
- 12) Stamped and signed Integrity Pact as per as per Appendix-I.



Instructions to be noted while preparing/submitting Part B- Technical Proposal

The Technical Proposal should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory. All the Annexures should be submitted in Bidder's Letter Head. Technical Offer for this RFP shall be made as under:

- 1) Index of all the document submitted with page numbers.
- 2) Technical Bid Covering Letter as per Annexure-9.
- 3) Compliance to Technical specifications should be complete with all columns filled in as per Annexure-10.
- 4) Undertaking of Authenticity as per Annexure-11.
- 5) Compliance Statement as per Annexure-12.
- 6) Undertaking Letter as per Annexure-13.
- 7) Escalation Matrix as per Annexure-14.
- 8) Manufacturer/Authorised Distributor in India Authorization Form as per Annexure-15.
- 9) Masked bill of Material as per Annexure-17.
- 10) The Bidder to submit a certificate / letter from OEM that the proposed PASSBOOK PRINTING KIOSKS, OS, any other related software and the solution offered by the bidder to the Bank are correct, viable, technically feasible for implementation and the solution will work without any hassles in all the locations.
- 11) The Bidder has to submit Product Brochures, leaflets, manuals, drawings for the quoted PASSBOOK PRINTING KIOSKS.
- **12)** A detailed list of the other infrastructure required and any other precautions to be undertaken for smooth implementation of the project.



Instruction to be noted while preparing/submitting Part C-Commercial Bid (Indicative)

The commercial Bid should be made in an organized, structured, and neat manner. Brochures / leaflets etc., should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory. All the Annexures should be submitted in Bidder's Letter Head.

The suggested format for submission of commercial Offer for this RFP is as follows:

- 1) Bidder's Covering letter as per Annexure-16.
- 2) Bill of Materials (Indicative) as per Annexure-17.



Bank Guarantee Format for Earnest Money Deposit

To:	The Deputy General Manager, Canara Bank, DBS Wing, Head Office, Naveen Complex, 14 M G Road BENGALURU
WH	IEREAS(Name of Tenderer) (hereinafter called "the
Ter	nderer" has submitted its tender dated (Date) for the
exe	nderer" has submitted its tender dated (Date) for the ecution of (Name of Contract) (hereinafter called "the Tender") favour of hereinafter called the "Beneficiary";
ın r	nereinafter called the Beneficiary;
KN(OW ALL MEN by these presents that we,(name of the issuing Bank), a body porate constituted under thehaving its Head Office at (hereinafter led "the Bank" are bound unto the Beneficiary for the sum of
call Rs	led "the Bank" are bound unto the Beneficiary for the sum ofonly) for which
pay	ment well and truly to be made to the said Beneficiary, the Bank binds itself, its cessors and assigns by these presents;
THE	E 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.
wri in l owi	undertake to pay to the Beneficiary up to the above amount upon receipt of his first itten demand without the Beneficiary having to substantiate his demand, provided that his demand the Beneficiary will note that the amount claimed by him is due to him ing to the occurrence of one or both of the two conditions, specifying the occurred adition or conditions.
Not	twithstanding anything contained herein
i)	Our liability under this Bank Guarantee shall not exceed Rs (Rupeesonly)
ii) iii)	This Bank Guarantee is valid up to and 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	2017.
SIGNATURE & SE	AL OF THE BANK	

This Bank guarantee should be confirmed through SFMS by the issuing Bank and the

details are as follows

Name of the Bank: Canara Bank Name of the Branch: DBS Wing IFSC Code: CNRB0000056



Proforma of Bank Guarantee for Contract Performance

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

To:

The Deputy General Manager,

Canara Bank,

DBS Wing, Head Office, Naveen Complex, 14 M G Road **BENGALURU** WHEREAS (Name and address of M/s XXXX Ltd (hereinafter referred to as "the CONTRACTOR") has undertaken to supply, transportation, transit insurance, local delivery, storage and installation insurance up to Acceptance by the bank, Acceptance testing and also includes documentation, warranty, annual maintenance, if contracted, and training or demo of your personnel related to Supply, Installation and Maintenance of PASSBOOK PRINTING KIOSKS across the country as per their Contract dated with you (hereinafter referred to as "the CONTRACT") AND WHEREAS in terms of the Conditions as stipulated in the Contract, the CONTRACTOR is required to furnish, a Bank Guarantee by way of Performance Guarantee, issued by a Scheduled Bank in India, in your favour, as per Clause _____ of the CONTRACT, to secure due and satisfactory compliance of the obligations by the CONTRACTOR on their part, in accordance with the CONTRACT, (which guarantee is hereinafter called as "the PERFORMANCE GUARANTEE)" AND WHEREAS the CONTRACTOR has approached us, (Name of the issuing Bank) for providing the PERFORMANCE GUARANTEE, AND WHEREAS in consideration of the fact that the CONTRACTOR is our valued constituent and the fact that he has entered into the CONTRACT with you, WE (Name of the Bank) having our Registered Office at, ______and local office at _____,India have agreed to issue the PERFORMANCE GUARANTEE, THEREFORE WE (Name of the issuing Bank) through our local office at furnish you the PERFORMANCE GUARANTEE in manner hereinafter contained and agree with you as follows: We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs_____ (Rupees_____) an amount equivalent to 10% of the Contract Price against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay exceeding the to you such sum or sums not sum of) may be claimed by you on account of breach on the part (Rupees of the CONTRACTOR of their obligations in terms of the CONTRACT.

Notwithstanding anything to the contrary we agree that your decision as to whether the CONTRACTOR has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to



ask you to establish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

This Performance Guarantee shall continue and hold good until it is released by you on the application by the CONTRACTOR after expiry of the relative guarantee period of the Contract and after the CONTRACTOR had discharged all his obligations under the Contract and produced a certificate of due completion of the work under the Contract and submitted a "No Demand Certificate" provided always that the guarantee shall in no event remain in force after the day of ______ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of three months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

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

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

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

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

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

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

The Performance Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now



existing un-cancelled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

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

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

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

Notwithstanding anything contained herein

i.	Our liability under this guarantee shall not exceed Rs
	(Rupeesonly)
ii.	This guarantee shall be valid upto and ;
iii.	We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at Bengaluru on or before (mention period of the guarantee as found under clause ii. above plus claim period).
undersigned I	power to issue Performance Guarantee in your favour by statute and the has full power to execute Performance Guarantee under the Power of n to him by the Bank.
Dated this	day of 2017.
For and on be	half of
	BRANCH MANAGER SEAL ADDRESS PLACE

This Bank guarantee should be confirmed through SFMS by the issuing Bank and the

details are as follows

Name of the Bank: Canara Bank Name of the Branch: DBS Wing IFSC Code: CNRB0000056



Appendix-F Location Details

A. <u>List of Circle Office Locations:</u>

SI. No.	Circle Office Locations	SI. No.	Circle Office Locations
1.	Ahmedabad	12.	Kolkata
2.	Bengaluru	13.	Lucknow
3.	Bhopal	14.	Madurai
4.	Bhubaneswar	15.	Mangalore
5.	Chandigarh	16.	Mumbai
6.	Chennai	17.	Patna
7.	Delhi	18.	Pune
8.	Guwahati	19.	Ranchi
9.	Hyderabad	20.	Trivandrum
10.	Jaipur	21.	Vijayawada
11.	Karnal		

Note: Address and contact details of the individual Branches/Offices will be provided to selected Bidder/s along with Order.



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 **Appendix-G(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 therefor.

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 APPENDIX-G(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 can not 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 $\frac{1}{2}$ 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 fax the duly signed filled-in prescribed format Appendix-G(2) as provided on case-to-case basis to Bank within 4 hours of Reverse Auction without fail. The Original signed Appendix-G(2) should be couriered so as to reach us within 48 hours 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 3 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.



Appendix-G(1)

(To be submitted on company letter head by all Bidders participating in Reverse Auction) To, Canara Bank, DBS Wing, Head Office, Bangalore
Date:
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
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.:



Appendix-G(2)

(To be submitted / faxed by Successful Bidder of Reverse Auction within 24 hours from the end of Reverse Auction event) To, Canara Bank , DBS 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): 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 48 hours 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:



Appendix-G(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) (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 eauction 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 **Appendix-G(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 -



Format for Sending Pre-Bid Queries (To be submitted in both .xls and .pdf format)

SI. No.	Page No. of RFP	Clause No	RFP Clause	Bidder's Query
1				
2				
3				



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

Pre Contract Integrity Pact

1. **GENERAL**

to:-

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on day of the month 20, between, the Canara Bank, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Acre 1970 having its Head office at 112, J.C. Road, Bengaluru 560 002, with branches spread over India and abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri, Deputy General Manager, DBS Wing, HO, Bengaluru representing Canara Bank of the BUYER of the FIRST PART
AND
M/s (Company Name) represented by Shri Chie Executive Officer/Authorized 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. WHERAS 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 is 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



- **2.1.** Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service/Materials at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2. Enabling BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures.

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

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

- **3.1.** The BUYER represents that all officials of the BUYER, connected whether directly or indirectly with the procurement process are duty bound by rules and regulations governing their service terms and conditions not to demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER either for themselves or for any person, organization or third party related to the contract in exchange for advantage the bidding process, evaluation, contracting or in bid implementation process related to the contract.
- **3.2.** The BUYER all will, during the pre-contract stage, treat BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS alike, and will provide to all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS the same information and not provide any information such 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 he 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 biding 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, 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.
- **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 therefore.
- 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 higher than the prevailing Prime Lending Rate of (Name of the Bank/Financial Institution) while in case 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 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/warrantv 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 contracts with cancel all or anv other the BIDDER **PROVIDER** BIDDER/SELLER /SELLER/CONTRACTOR/SERVICE and the /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 BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
- vii. To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii. To recover all sums paid in violation of this Pact by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.
 - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, the same shall not be opened.
 - x. Forfeiture of The Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
 - xi.The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and other contracts with all 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 amount so pavable from the monev(s) 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, with due allowance for elapsed time, will be that very price, applicable to the present case and the difference in the cost would be refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT EXTERNAL MONITORS

- **9.1.** The BUYER has appointed two Independent External Monitors (hereinafter referred to as Monitors) for this Pact in accordance with the recommendations and guidelines issued by Central Vigilance Commission.
- **9.2.** The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- **9.3.** The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- **9.4.** Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out of tendering process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities.
- **9.5.** As soon as any event or incident of violation of this Pact is noticed by Monitors, or Monitors have reason to believe, a violation of this Pact, they will so inform the Management of the BUYER.
- 9.6. The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project /Procurement documentation of the BUYER including that provided by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFP/Tender is being /has been submitted by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractors() with confidentiality.



- **9.7.** The BUYER will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an Impact on the contractual relations between the parties. The parties may offer to the Monitors the option to participate in such meetings.
- **9.8.** The Monitors will submit a written report to the BUYER at the earliest from the date of reference or intimation to him by the BUYER/BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and submit proposals for correcting problematic situations.

10. FACILITATION OF INVESTIGATION

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

11. LAW AND PLACE OF JURISDICTION

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

12. OTHER LEGAL ACTIONS

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

13. VALIDITY

14.

- 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.
- **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

agreement to their original into	entions.
The parties hereby sign this Integrity	Pact at on
BUYER	BIDDER
Name of the Officer	CHIEF EXECUTIVEOFFICER /AUTHORISED SIGNATORY
Designation	
Name of Wing	
Canara Bank	
Witness	Witness
1)	1)
2)	2)
2)	2)