



REQUEST FOR PROPOSAL (RFP)
FOR
"SUPPLY AND INSTALLATION OF NETWORK VIDEO RECORDER (NVR)
CCTV SYSTEMS
TO
OUR CURRENCY CHESTS IN THE STATE OF JHARKHAND "

RFP REFERENCE NO : RFP -01-RNCO /NVR /21-22/VR
DATE OF RFP DOCUMENT : 01/09/2021
DATE OF PRE BID MEETING : 04/09/2021
LAST DATE FOR SUBMISSION OF RFP : 07/09/2021 up to 2.00 pm
DATE OF OPENING OF TECHNICAL BID : 07/09/2021 after 2.00 pm
EARNEST MONEY DEPOSIT : 10,000.00
NO. OF PAGES : 35

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ISSUED BY : ASST. GENERAL MANAGER
CANARA BANK
PREMISES & ESTATE SECTION,
CIRCLE OFFICE
RANCHI

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CALENDER OF EVENTS

Sr No	EVENT	DATE & TIME
1	Date of Issue	01.09.2021
2	Date of Pre Bid Meeting	04.09.2021 at 12.00 pm
3	Date of Submission	07.09.2021 up to 2.00 pm
4	Date of Opening of Technical Bid	07.09.2021 after 2.00 pm
6	Date of opening of Financial Bid	Will be intimated subsequently

NOTICE INVITING RFP**REQUEST FOR PROPOSAL (RFP)****FOR SUPPLY AND INSTALLATION OF NETWORK VIDEO RECORDER****(NVR)****CCTV SYSTEMS****IN OUR CURRENCY CHESTS IN THE STATE OF JHARKHAND**

Canara Bank a premier Indian Public Sector Bank having pan India presence wishes to procure the NETWORK VIDEO RECORDER (NVR) CCTV SYSTEMS for use at our 3 (three) nos. of Currency Chests at Ranchi, Dhanbad and Jamshedpur. Sealed bids under Two - Bid concept (Technical Bid and Financial Bid) are invited in this regard.

A Firm submitting the proposal in response to this RFP shall hereinafter be referred to as Bidder. This RFP is a Limited Tender and therefore, only Empanelled CCTV Vendors/Suppliers can bid subject to satisfying the following eligibility criteria.

ELIGIBILITY CRITERIA

S.N	Criteria	Documents Required
1.	The Bidder should have minimum experience of 3 years in the activity of supply and maintenance of CCTV Systems	Manufacturer / Dealer Certificate. Order copies older than 3 years from the date of this RFP
2.	Bidder must have a minimum of Rs. 1.50 lakh annual average turnover per year during the last three financial years i.e. 31.03.2019, 31.03.2020, 31.03.2021 from supply and maintenance of CCTV Systems.	1) Audited Balance Sheet and P & L Account for the three years mentioned. 2) Certificate from Chartered Accountant certifying the turnover of last three financial years i.e. 18-19,19-20,21-22 from CCTV business.
3	The empanelled Vendors desirous of quoting should be an OEM. If the Bidder is not an Original Equipment Manufacturer (OEM) and only an authorized dealer, they should have valid authorization letter from their OEMs to deal/market their product in India and such authorization letter should be valid for a further period of minimum 3 years from the date of RFP	Declaration from the OEM signed by the Competent Authority with details of address of manufacturing plant and address of Office / Subsidiary in India. Authorization letter from OEM as per Annexure C in case of authorised dealers.
4.	The Bidder should be able to provide qualified service engineers for attending the problems if any during the Warranty/AMC period. The availability of services of the engineers for the proposed locations as per Annexure G should be ensured.	Qualified Engineers should be employee of the company. The Bidders to furnish their existing service centre infrastructure details like contact details with postal address, no. of engineers, jurisdiction of the engineer etc as per Annexure A 2 .
5.	Vendor should submit Integrity pact Agreement duly filled and Signed.	Integrity Pact agreement as per Annexure- M

Before submission of the offer, the Bidders are requested to read the following instructions and the terms and conditions.

A. GENERAL RULES & INSTRUCTIONS TO BIDDERS.

1. BIDDING PROCEDURE.

1.1. Contents of the bid.

1.1.1 Contents of the Technical Bid:

- a. All pages of this RFP as downloaded from the website duly signed on all pages.
- b. Power of Attorney / authorization with the seal of the bidder's company / firm in the name of the person signing the RFP documents.
- c. Authorization letter for attending the bid opening as per **Annexure B**.
- d. Earnest Money Deposit (EMD) in the prescribed form.
- e. Profile of the Company / Firm as per Annexure **A1** and **A2**.
- f. **Documents in support of all eligibility criteria.**
- g. Technical Compliance Statement and model quoted as per **Annexure A3**.
- h. Technical Offer as per Specifications given in **Annexure E** should be complete with all the columns filled in
- i. Technical Documentation (Product Brochures, leaflets, manuals, drawings). An index of technical documentation submitted with the offer must be enclosed.
- j. Media containing the detailed pictures of the machine its dimensions and functioning of the machine etc.
- k. It is mandatory to furnish the make & model of the machine as specified in the Technical Specification given in Annexure E
- l. Integrity Pact duly signed as per **Annexure M**.

1.1.2. Contents of the Financial Bid.

- a. Sealed Financial bid as per **Annexure D** which should contain all price information, including AMC details.

1.2 Submission of Bids

1.2.1. Technical Bid

The Technical Bid for SUPPLY AND INSTALLATION OF NVR CCTV SYSTEMS is to be sealed in a separate Envelope superscribed on the top of the cover as "**RFP -01-RNCO /NVR /21-22/VR Dt. 01.09.2021- Technical Bid for NVR based CCTV Systems.**". The Technical Bid must contain EMD in the form of Demand Draft of Rs. 10000/- in favour of Canara Bank, Circle Office Ranchi payable at Ranchi. MSME or equivalent certificate holders are exempted from paying EMD. The bids submitted without EMD will be rejected. Placing of EMD in any other cover i.e. financial bid will make bid invalid and Bank shall disqualify such bids.

- 1.2.2. The Technical Bid should be complete in all respects and contain all information sought for. The Technical Bid **should not contain any price information**. The Technical Bid should be complete to indicate that all products and services sought for are quoted.

1.2.3. Financial Bid

The Financial Bid for SUPPLY AND INSTALLATION OF NVR CCTV SYSTEMS is to be sealed in a separate envelope superscribed on the top of the cover as “**RFP -01-RNCO/NVR /21- 22/VR Dt.01.09.2021- Financial Bid for NVR based CCTV Machines.**”. Financial Bid (also called price bid) shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. The Financial Bid should give all relevant price information as per **Annexure D**. The Financial Bid must not contradict the Technical Offer in any manner. Under no circumstances the Financial Bid should be kept in Technical Bid Covers. The bids will be rejected in case the placement of Financial Bid in Technical Bid covers.

1.2.4 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 bid should be page initiated with Name, Seal and Signature of the Authorized Signatory. Signing on all pages of RFP will be treated as a confirmation of offer of having accepted the conditions.

1.2.5. The separately sealed envelopes containing Technical Bid and Financial Bid for NVR based CCTV systems shall be placed and sealed in another big outer envelope superscribed on the top of the envelope as “**Offer for Supply & Installation of NVR based CCTV systems” in response to RFP -01-RNCO /NVR /21-22/VR Dt.01.09.2021**”. The Name of the Bidder and due date for submission is to be specifically mentioned on the top of the envelope.

1.2.6. The bid/s should be handed over to **Senior Manager, Premises & Estate Section, Circle Office RANCHI, on or before 07.09.2021, up to 2.00 PM**. If last day of submission of bids is declared a holiday under NI Act by the Government subsequent to issuance of RFP the next working day will be deemed to be the last day for submission of the RFP. No offer will be accepted by email or Fax.

1.2.7. Bidders / their authorised representatives are requested to be present during the opening of the bids. If any of the Bidders or all the bidders who submitted are not present during the specified date and time of opening it will be deemed that such Bidder is not interested to participate in the opening of the Bid/s and the Bank will proceed further with opening of the technical bids in their absence.

1.3 Opening of Bids.

1.3.1 The Technical Bid shall be opened on **07.09.2021, after 2.00 PM at Premises & Estate Section, Circle Office RANCHI**, Bidder’s authorised representative may be present in the venue well in time along with a copy of authorization (Original as per the format Annexure –B to be enclosed in Technical Bid) and sign in Tender / RFP Register during opening of Technical Bid. A demonstration of the model quoted should also be given on the same day.

1.3.2 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 holiday then the bid will be accepted up to 2.00 PM on the next working day and bids will be opened after 2:00 PM at the same venue on the same day.

2. DETERMINATION OF L-1 PRICE

The L1 price will be determined on the basis of the lowest price quoted in the Price Bid as per the Bill of Material **Annexure D** on Total Cost of Ownership(TCO) basis and the L1 bidder will be determined accordingly.

Total Cost of Ownership will be calculated as follows.

TCO = Cost of machine + Present value of the AMC cost for 3 years after warranty.

Basing on the TCO, Ranking of the Bidders will be determined.

The Present Value (PV) for the AMC component per year will be calculated as per the following formula:

$$PV = \frac{C}{(1+r)^n}$$

Where 'C' is the annual AMC amount of each year

'r' is Bank's prevailing Base Rate which is presently 9.10%.

'n' is 1 for 1st year, 2 for 2nd year and 3 for 3rd year

3. OFFER VALIDITY PERIOD.

3.1 The Offer submitted and the Price quoted therein shall be valid for **3 Months** from the date of opening of RFP i.e. technical bid and for such further period as may be requested for by the bank, and agreed to in writing by the bidder.

4. PROPOSAL OWNERSHIP

4.1 The proposal and all supporting documentation submitted by the bidder shall become the property of the Bank.

5. MODIFICATIONS AND WITHDRAWALS OF BID/S

5.1 Offer cannot be modified or withdrawn by a Bidder after submission of Bid/s. In case any modification required on account of clarifications in Technical bids, such modifications can be done with the prior approval of the bank.

6. PRE-BID MEETING

6.1 A pre-RFP meeting of the intending bidders will be held at **12.00 pm on 04.09.2021** at **Premises & Estate Section, Circle Office Ranchi** to clarify any point/doubt raised by them in respect of this RFP. No separate communication will be sent for this meeting.

All communications regarding points requiring clarifications and any doubts shall be given strictly in writing to the **Asst. General Manager, Premises & Estate Section, Circle Office Ranchi** by the intending bidders before **4.00 PM on 04.09.2021**.

6.2 Authorized representatives of interested bidders shall be present during the scheduled time with authorization letter. The Bank shall clarify the queries during the pre-bid meeting followed by confirmation in Banks website. No individual consultation / communications shall be entertained either through letter or emails.

6.3 Bank reserves the right to not to reply any or all of the queries. Non-reply of any query will not mean that bank has accepted the query version and the tender terms will stand as it is.

7. SCRUTINY OF OFFERS.

7.1 The Bank will scrutinise the Bid/s received to determine whether they are complete in all respects as per the requirement of RFP.

7.2 The Technical Bid will be evaluated only for those bidders who submit EMD in the same cover and based on the stipulated eligibility criteria and RFP Terms.

7.4. The bidders who comply with the eligibility criteria will be qualified for further evaluation and the Price Bid of such pre qualified bidders will be opened with due communication by the Bank.

8. CLARIFICATION OF OFFERS

During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time stipulated by the Bank, failing which the bids are liable for rejection.

10. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER

10.1. The Bank is not bound to accept the lowest bid or any offer / bid or to assign any reason for non-acceptance. It also reserves its right to reject any or all the offers / Bids without assigning any reason thereof whatsoever.

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

10.3 The bidder including those, whose RFP is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by them through or in connection with his submission of RFPs, even though the Bank may opt to modify/withdraw the RFP / Recall the RFP.

11. INCOMPLETE OFFERS WILL BE REJECTED.

11.1. The incomplete offers will be rejected without any further reference. Such rejections may take place in case of non-adherence to the format or partial submission of technical information as per the format given in the offer or not Furnishing the information sought for.

12. ERASURES OR ALTERATIONS.

Offer shall be submitted on prescribed Form only, the documents downloaded from website have to be duly filled and submitted and no other format shall be used, except for Proformas which shall be submitted in the letter head. Wherever required, particulars can be submitted in annexure but such details shall be clearly mentioned in respective columns in the original document.

All the documents, enclosures, and correspondence will form the part of contract. Offer in any other format other than the prescribed in this document shall be liable for rejection. The applicant shall submit an under taking in **Annexure - L** stating that no changes, alterations are made in the offer documents issued by the Bank or downloaded from the website and same is submitted to the Bank.

13. ALTERNATIVE OFFERS /BIDS.

A Bidder/s should specifically quote for the technically specified model and no alternate models should be quoted. Any bidder with multiple quoting for multiple models will be rejected. **The model quoted should be mentioned in Annexure A-3 and Annexure D.**

14. EARNEST MONEY DEPOSIT.

14.1 The bidder shall furnish Earnest Money Deposit (EMD) of **Rs 10,000.00** by way of Demand Draft drawn on any scheduled Commercial bank in favour of Canara Bank, Circle Office Ranchi payable at Ranchi.

14.2. No interest is payable by Bank on EMD.

14.3 The EMD should be placed in the Technical Bid only.

14.4 The EMD of the Bidders not qualified under Technical Bid and unsuccessful bidder in the financial bid will be returned.

14.5 The EMD of the successful bidder shall be returned within 7 days after signing of agreement and depositing of the Security Deposit as per terms & conditions of the RFP by the bidder.

14.6 The EMD may be forfeited in the following instances :

14.6.1 If the bidder withdraws or amends the bid during the period of bid validity specified in this document.

14.6.2 If the successful bidder fails to sign the agreement and / or fails to furnish Security Deposit in accordance with the terms of this RFP within 7 days from the date of receipt of the Purchase Order from the Bank.

15.0 PROVISIONS FOR MICRO & SMALL ENTERPRISES (MSE):-

As per Government of India's Public Procurement Policy act 2012, certain benefits will be given for MSE Units. The details are as under.

15.1 The Public Procurement Policy shall apply to MSEs registered with District Industries Centres or Khadi Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts &

Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises.

15.2 MSEs participating in Tender/RFPs and qualified for opening price bid, 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 a MSE & such MSE shall be allowed to supply upto 20% of total Tender/RFPed value. In case of more than one such MSE, the supply shall be shared proportionately(to Tender/RFP quantity).

15.3 MSEs are also exempted from paying Tender/RFP fee/cost, EMDs. For getting the benefits in case of MSE firms, shall submit relevant documents such as valid MSE registration Certificates as per clause 14.1.

16.0 INTEGRITY PACT.

16.1 Integrity Pact format is enclosed as Annexure – M, the same to be duly filled and submitted along with offer.

**ASST GENERAL MANAGER
CIRCLE OFFICE-----**

B. TERMS AND CONDITIONS:

1. EFFECTIVE DATE

- 1.1 The contract shall come into effect from the date of receipt of purchase order by the successful bidder.

2. SCOPE CONTRACT.

The scope of purchase contract shall include Supply and installation of NVR based CCTV systems in our three (3) currency chests namely, Ranchi, Dhanbad & Jamshedpur in the State of Jharkhand newly packed in good condition, training to the Chest officials to operate the system including seeing footage and giving the DVR password and maintenance of CCTV systems for 5 years (including warranty).

Making operational of CCTV Systems at respective site should be carried out by the bidder for free of cost.

3. TIME PERIOD.

- 3.1 The supply and installation of the CCTV Systems machine operational has to be completed within a period **of 2 (two)** weeks from the date of receipt of the Purchase order by the bidder.
- 3.2. Time is the essence of the Contract. Time Period for delivery and made the machine operational shall be firm and binding on the bidder / vendor.
- 3.3. The delay in supply and installation of the CCTV machines will attract Liquidated Damages as per clause 7 of the terms & conditions of RFP.
- 3.5 The warranty period will start from the date of installation and system being operational as certified by the Bank in writing.

4. PRICE.

- 4.1. The Price/s quoted for supply and installation of NVR based CCTV systems must be made in Indian Rupees only and shall include the following:
- a. All duties and importing cost.
 - b. All the applicable **Taxes except CST/LST/VAT/GST which will be paid by bank as per actuals, Octroi / Entry Tax. The bank shall reimburse the actual Octroi / Entry Tax paid subject to production of the original receipts issued by concerned Government authorities.**
 - c. Cost of any other Miscellaneous items supplied by the Bidder for functioning of the machine if any.
 - d. Packing, Transportation and Forwarding charges to the site.
 - e. Made the machine operational at free of cost.
 - f. Local levies in the country of origin and shipment
 - g. Minimum of TWO-Year Comprehensive On-site Warranty (except cables and batteries) from the date of system being operational at site including free preventive service once in three months.

4.2 If the bidder fails to include any other expenditure/item in the RFP, no claim thereof will be considered by the bank afterwards.

4.3 The AMC prices shall be firm and binding without any escalation whatsoever for entire period of 3 years of contract after warranty period of TWO years.

4.4 No escalation in price is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract i.e. supply and installation of the systems, warranty period and AMC period.

5. AGREEMENT: The Successful bidders shall sign an agreement on bank prescribed format as per Annexure I with the Bank within 2 days from the date of receipt of Purchase Order.

6. DELIVERY & INSTALLATION

6.1. The delivery and installation has to be made at the all the three Currency Chests in the State of Jharkhand.

6.2 The order will be deemed as incomplete if any part of the NVR CCTV systems is not delivered or is delivered but not made operational or not acceptable to the Bank. In such an event, the supply and installation will be termed as incomplete and CCTV System will not be accepted and the warranty period will not commence. The CCTV system will be accepted only after complete operation of the machine.

6.4 If the Bidder fails to deliver and / install within the stipulated time schedule or by the date extended by the Bank, the same shall be treated as a breach of contract. Partial supply of the ordered quantity shall also be considered as breach of contract. In such case, the Bank may invoke the proportionate amount of Security Deposit.

6.5 The Bank will not arrange for any Road Permit / Sales Tax clearance for delivery of machine to different locations and the Bidder is required to make the arrangements for delivery of machine 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.

Import / Export license, if any required shall be arranged by the bidder only on his own, at his own cost. Failure to obtain required licence from the competent authority will not be considered as Force majeure.

6.6 Operationalizing of the CCTV systems will be deemed as complete only when the same is certified by the Chest In charge in accordance with the Terms & Conditions of this RFP.

7. LIQUIDATED DAMAGES FOR DELAY

7.1 If the bidder fails to deliver and operationalizing the machines within the specified time, the Bank shall have the option to accept or reject the machine delivered by the bidder after the expiry of the time period specified in the RFP. In case of acceptance of the delayed operational of the machine, the bidder shall be liable to pay the Bank the following amount as Liquidated damages at the rates specified below, for each completed week of delay or part thereof, on the cost price of the machine as per item 1 of BOQ.

Liquidated Damages per week of delay or part thereof	0.5% of the total cost of the NVR CCTV system for that respective
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	Currency Chest per week subject to a maximum of 10% of the cost per machine
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For the purpose of this clause, Supply and delivery at each location shall be treated as separate entity.

- 7.2. The bidder agrees and considers that the liquidated damages set out herein above are fair and reasonable and that he will raise no objection or dispute with regard to the bank's right to recover the liquidated damages.
- 7.3. 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 encashment of bank guarantees or otherwise from bidder.

8. TERMS OF PAYMENT

The following terms of payment shall be applicable to this contract.

- 8.1. Bank will not pay any advance.
- 8.2. Payment shall be made after completion of Satisfactory Delivery and installation Post delivery test as per clause 6 of the Terms and Conditions and against submission of the following:
- a. Vendor's signed and sealed invoice (IN DUPLICATE)
 - b) Installation certificate signed by the chest in-charge as per the format given in RFP.

9. SECURITY DEPOSIT.

- 9.1. The successful bidder should submit a Security Deposit for **3 % value of the contract** within two **days** from the date of receipt of the Banks' purchase order. If the Security Deposit is not submitted within the stipulated time, Bank reserves rights to cancel the order and forfeit the EMD. If the bidder fails to carry out the contract to full satisfaction of the Bank, the bank reserves the right to forfeit the Security Deposit Amount.
- 9.2. The successful bidder should submit Security Deposit by the way of DD drawn on Canara Bank issued by a Scheduled Bank in India other than Canara Bank. No interest shall be payable by the Bank on the above security deposit.
- 9.3. The security deposit will be retained for full period of the contract and the same will be converted to Defect Liability Amount and will be released after completion of full period of contract i.e after 5 years (2 years of warranty period + 3 years of AMC period) from the date of supply and installation of the CCTV systems, subject to the condition that there is no deviation from the contract obligations.

10. ORDER CANCELLATION.

The Bank reserves its right to cancel the entire / unexecuted part of Purchase Order at any time by assigning appropriate reasons in the event of one or more of the following conditions treating it as default / non performance of the contract if the bidder:

1. Fails to accept the purchase order within the specified time .

2. Fails to sign the agreement within the specified time.
3. Fails to deposit the Security deposit within the specified time.
4. Delay in delivery beyond the specified period.
5. Partial Delivery.
6. Serious discrepancies noted in the items delivered.
7. Breaches in the terms and conditions of the Order.

In addition to the cancellation of purchase order, the Bank shall also forfeit the Bank the Security Deposit given by the bidder towards non performance/non compliance of the terms and conditions of the contract, to appropriate the damages to the extent of number of machines not delivered, defective machines.

11. SOFTWARE, DRIVERS AND MANUALS.

- 11.1. The bidder shall supply along with each CCTV SYSTEMS ordered, all the related documents and necessary media of the software loaded in the system 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, Warranty Card etc.
- 11.2. All related documents, manuals, catalogues and information furnished by the bidder shall become the property of the Bank.

12. WARRANTY.

- 12.1 The entire system including its accessories etc. shall be under Comprehensive Onsite Warranty covering all parts, maintenance or support for its proper operation, performance and output as specified in the RFP for a **Period of 24 months** from the Date of satisfactory operational of CCTV Systems and Certified by the Currency Chest In Charge in writing.
- 12.2 The supplied machine shall be free from defective material and workmanship and any shortfall/defect that may appear/be detected within 12 months from the date of site acceptance, which in the opinion of the Bank has arisen from bad design, material and/or workmanship, shall upon intimation to the bidder, be made good at the bidder's own risk within 2 days.
- 12.3 During the said warranty period of 24 months, the bidder shall without any extra cost, carry out all routine and special maintenance of the CCTV Systems and attend to any difficulties/defects/replacements that may arise in the operation of the system. There should be regular **preventive maintenance at least once in three months**.
- 12.4 The Bidder should further guarantee that the CCTV System shall be brand new and based on proven and established technology and shall be suitable for Indian conditions.
- 12.5 The defective or replaced parts shall be returned to the Bidder upon request and at his cost and responsibility. The Bank will, however, render such assistance in the matter as will expedite the same.
- 12.6 If the Bidder on account of the defects and/or repairs replaces certain items by changing the design or materials, such change shall not reduce the performance of the equipment as per the technical specification.

- 12.7 The issue of system being operational, certificate/inspection certificate/approval by the Bank shall in no way relieve the Bidder from the provisions of this clause.
- 12.8 If the bidder does not rectify either by repair or replacement, such defects and put back the machine into satisfactory operation within 2 working days from the date of notice by the Bank or does not complete the said rectification with reasonable diligence, a penalty of Rs.100/- per day per machine subject to a maximum of cost of machine will be levied and deducted from the security deposit or such other/any other sums payable to the bidder. If the machine cannot be repaired within the stipulated time, the bidder shall arrange for a standby machine.
- 12.9 Bank reserve rights to forfeit the Security Deposit deposited by the vendor in case of any breach / deviations on part of vendor on any service related issues or warranty issues or any breach in the contract during warranty period.

13. ANNUAL MAINTENANCE CONTRACT.

- 13.1 The Bank, at its discretion may enter into Annual Maintenance Contract with the bidder.
- 13.2. The support for maintenance of CCTV Systems supplied should be available for a minimum period of 3 years after warranty period by the bidder.
- 13.3. The Bidder shall quote his rates per year per machine for all inclusive (comprehensive) maintenance service (except cables and batteries) **inclusive of Taxes, Charges Fee /Service tax** after the expiry of Warranty period, for minimum period of Three (3) years after expiry of one year warranty period.
- 13.4. The rate of AMC must be quoted both in words and figures in the Financial Bid separately for maintenance contract (which shall cover replacement of defective parts) for 3 years after the expiry of warranty.
- 13.5. The AMC Charges should cover the regular maintenance of the system, cost of the replaced parts, consumables and also the manpower cost except electrical power.

It may be noted by the bidder that Bank will not provide any kind of assistance in the form of men/material and the Bidder will have to make his own arrangements for deputing the required skilled manpower including all necessary spares for setting right the reported/observed defects. These rates shall remain firm and valid for a period of **Three years** from the date of expiry of the warranty period.

Repairs to the systems and trouble shooting of software in the event of any breakdown, the scope of the contract shall include all costs, transport, handling, insurance charges and including all taxes, duties, levies for the following.

- 13.6. AMC Payment will be made quarterly after submission of Invoices after certification from chest in-charge.
- 13.7. Any breakdown of the machine/ shortfall in its performance will be intimated to the bidder by the Bank and the bidder shall attend to the fault and rectify the same within 3 working days of reporting the fault. If the machine is not put back into satisfactory operation within 5 working days, a penalty at the rate of Rs 100/- per working day per machine subject to a maximum of Rs 50000/- will be imposed and the same will be deducted from the AMC charges payable or from the security deposit/performance guarantee.

- 13.8. The Bank shall have the option to terminate the service contract any time during the contract period by giving a written notice of 1 month, without assigning any reason thereof. However, the bidder shall commit himself to the service contract for a minimum period of 5 (2 year warranty period + 3 years AMC period) years, unless the service contract is terminated by the Bank and the bidder will have no right to terminate the contract within this period.
- 13.9. Bank reserve rights to forfeit the Security Deposit deposited by the vendor in case of any breach / deviations from the vendor side on any service related issues or any breach in the contract during AMC period.
- 13.10. There should be a preventive maintenance during the AMC period, such preventive maintenance should be at **least once in three months**.

14. TRAINING.

The successful Bidder shall train Bank's staff in proper Operation, Trouble identification, Trouble shooting and routine maintenance of CCTV system for each and every location.

15. LOCAL SUPPORT.

The bidder should be capable of meeting the service & support standards as specified in this RFP. Service support should be available during all Bank working days/ hours.

16. PATENT.

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 CCTV systems supplied by them.

17. 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.

ANNEXURE – A

Covering letter format

Offer Reference No:

Date:

To

**The Asst General Manager,
Premises & Estate Section,
Circle Office, Ranchi**

Dear Sir,

RFP -01-RNCO/NVR /21- 22/VR Dt.01.09.2021

Having examined the RFP document including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, and carry out operationalizing for NVR CCTV SYSTEMS and maintain them in conformity with the said RFP in accordance with the schedule of prices indicated in the Financial offer and made part of this offer.

If our offer is accepted, we undertake to complete delivery, operationalizing and handing over the NVR CCTV Systems to the Bank within three months for all locations as specified in the offer document.

We enclose a Demand Draft /Bank Guarantee in lieu of EMD for Rs. in favour of Canara Bank as EMD.

We agree to abide by this offer till 3 months from the date for opening of the RFP and for such further period as may be requested for by the bank, and agreed to in writing by us. We also agree to keep the Earnest Money Deposit during the entire validity period of the RFP. However if we withdraw our offer within the said validity period, you shall have the right to forfeit the EMD without reference to us. We agree to abide by and fulfill all the terms and conditions of the RFP 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 RFP together with the return acceptance of the purchase contract for supply of the NVR CCTV Systems.

We enclose a list of clients in India (giving their full addresses) where the model quoted by us now have been supplied by us and the name and addresses of our Bankers.

We also confirm that we have not been disqualified by any PSU bank for supply of NVR CCTV SYSTEMS.

Our PAN number for Income Tax is _____.

We are registered with the Sales Tax/Service Tax authorities and our registration numbers are as follows.

Sales Tax/VAT Registration Number is _____.

Service Tax Registration Number is _____.

We accept all the Instructions and Terms and Conditions 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.

Dated this _____ day of _____ 2021

Signature. _____

Signature of the Authorized Signatory with date & seal

ENCLOSED : 1) EMD : DD No.s

ANNEXURE - A1**Particulars of Bidders / Manufacturer**

Sr No	Particulars	
A	Company/Bidder Profile	
1.	Name of the Bidders/Firm Company	
2.	Constitution	
3.	Date of Establishment/Incorporation	
4.	Address Registered Office Corporate Office	
5.	Telephone No FAX No E-mail Address Website	
6.	Sales Turnover 2017-2018 2019-2020 2020-2021	

Sr No	Particulars	
B.	Manufacturer's Profile	
1.	Name of the Manufacturing Company	
2.	Constitution of the Manufacturing Company	
3.	Date of Establishment/Incorporation of the Manufacturing Company	
4.	Address of the Manufacturing Company Registered Office Corporate Office	
5.	Telephone No FAX No	

	E-mail Address	
	Website	
6.	<p>Nature of Relationship of your company with the Manufacturing Company.</p> <p>Subsidiary of the Manufacturing Company/Division of Manufacturing Company/Sole Distributor/Non Exclusive Distributor/Agent/Others</p> <p>Please Specify</p>	
7.	Experience of the Manufacturing Company in Sorting Machines	

Signature of the Authorised Signatory with date & seal

ANNEXURE – A2**Details of Offices/ Branches /Service Centers in**

Sr No	Place	Postal Address	Contact Details (including Name of In charge and his contact no.email etc)	Service Facilities Available (Describe)	No of Engineers	Jurisdiction
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Signature of the Authorised Signatory with date & seal

ANNEXURE - A3

Technical compliance Statement

Declaration

We hereby undertake to agree to abide by all the terms & conditions stipulated in the RFP document

We certify that the systems / services offered by us for RFP conform to the specifications stipulated in the RFP form

We have quoted for the Model.....

Signature of the Authorised Signatory with date & seal

ANNEXURE - B

Authorization letter format

To

**The Asst General Manager,
Premises & Estate Section,
Circle Office, Ranchi**

Dear Sir,

SUB: Authorization Letter for attending the Bid Opening

REF: YOUR RFP NO: - _____ Dt _____.

This has reference to your above RFP for supply of _____. Mr.
Miss/Mrs. _____ is hereby authorized to
attend the bid opening of the above RFP _____ DT: _____ on

on behalf of our organization.

The specimen signature is attested below :

Specimen Signature Of Representative

Signature of Authorizing Authority

Signature of Attesting Authority

Name of Authorizing Authority

ANNEXURE -C

Manufacturer's Authorization Form

No._____. dated._____.

To

**The Asst General Manager,
Premises & Estate Section,
Circle Office,Ranchi**

Dear Sir,

RFP Reference No._____

We _____ who are established and reputed manufacturers of _____ having factories at _____ and _____ 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 RFP offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the RFP and the contract for the equipment and services offered against this invitation for RFP offer by the above firm and will extend technical support for a period of **5 years** from the date of submission of this RFP.

Yours faithfully

(Name)

For and on behalf of
M/s _____

(Name of Manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a competent person of the manufacturer.

ANNEXURE - D**Bill of Material and Price Schedule**

Supply of the NVR CCTV Systems

Model Quoted :

S.No	Description of Items	Unit Measur ement	Quantity	Rate Per unit (Rs)	Amount / Total Cost (Rs)
1	Basic Price The Price shall be Basic price i.e including cost of transportation, insurance, Duties and charges etc. and excluding the taxes like CST/LST/VAT/GST ,Octroi / Entry Tax. The LST/VAT/CST(as the case may be) will be paid by the Bank at actual. The entry tax,Octroi will also be reimbursed by the Bank at actual on production of documentary proof.	Nos.			
2	Comprehensive Annual maintenance Charges exclusive of all taxes/service tax after expiry of warranty period				
2.1	AMC for the 1st year (after warranty period of 24 months)				
2.2	AMC for the 2nd year				
2.3	AMC for the 3rd year				
2.4	AMC for the 4th year				
2.5	AMC for the 5 th year				

Authorized Signature on behalf of the Bidder with full Name.

Notes:

- Bidder must take care in filling price information in the Financial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- All the above prices should be inclusive of all imports cost , duties, excise duty. Etc. Applicable Taxes like CST/VST/VAT/GST will be paid as per actual. Octroi & Entry tax which will be reimbursed by Bank on production of Receipt.
- The AMC charges shall be **exclusive of all taxes, GST.**
- The Present Value (PV) of the AMC price offered for all the years shall be added to the price of the Machines offered, for the purpose of evaluation of the price bid and arriving

at L1 under the Reverse auction. The Present Value (PV) for the AMC component will be calculated as per the following formula:

$$PV = \frac{C}{(1+r)^n}$$

Where 'C' is the annual AMC amount of each year

'r' is Interest Rate presently it is 9.10%.

'n' is 1 for 1st year, 2 for 2nd year and 3 for 3rd year

We understand that the above-mentioned figure is for price-comparison purpose only and the bank will pay on actual, taking into account the unit prices quoted by us.

We confirm that we have quoted for 3 years post warranty AMC rates (as per terms and conditions of the RFP), giving the rates/price in our Financial Offer.

Date:

Place:

Signature
(name)
on behalf of

(Name of the bidder)

Annexure - E

TECHNICAL SPECIFICATIONS

Has been uploaded separately on website. The same can also be obtained from our office.

ANNEXURE - F - AGREEMENT FORMAT

FORM OF AGREEMENT

This agreement made the _____ day of the month of _____ in the year 2016 BETWEEN, Canara Bank a body corporate constituted under the Banking Companies (Acquisition and Transfer of undertakings Act, 1970, having its Head office, 112, J C Road, Bangalore) represented by its duly constituted attorney (hereinafter referred to as the Employer / Bank) on the ONE PART; and

*Sri _____ S/D/o _____
_____ resident of _____ the sole proprietor of
M/s _____ having office at the following
address _____

* M/s. _____ the partnership firm having an
administrative/principal office at _____ represented by its
Managing/duly authorised partner.

* M/s. _____ company/body corporate incorporated under
the provisions of the Companies Act 1956 having its registered office at the
following address _____, duly represented at
_____ duly represented by its constituted and authorised Managing
Director, Shri _____ and (hereinafter called the vendor which
term shall also be called the Supplier or
the Contractor) on the other part

WHEREAS THE Employer / Bank is desirous to purchase Nos Note Authenticator cum Sorting Machines for their identified Branches across India as detailed in this RFP Dated XX.XX.2016 and opened on _____ furnished by the Vendor for the supply, operationalizing and performance of such supply has been accepted by the Employer on the terms and conditions as set out therein and interalia others.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.

2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;

a) Notice inviting RFP

b) General Rules and Instructions for the guidance of Bidders.

- c) Terms and conditions of the RFP.
- d) All Annexures of the RFP
- e) The details submitted in technical bid, design, technical brochures, drawings and such other details etc.
- f) Price bid
- g) The Purchase order , Letters from & to the Vendor, if any, leading to and prior to issue of purchase order .

3. In consideration of the payments to be made by the Employer to the Vendor, the Vendor hereby covenants and agrees with the Employer to supply the items perform the supply in conformity in all respects and subject to all terms and conditions/rules as mentioned in this RFP as also in the aforesaid documents which shall form part of this agreement.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said Vendor

_____ to the Employer _____ in the presence of:

Signature of Vendor (with seal)

Signature of Authorised representative
of the Employer / Accepting Authority.

Witness (Signature, Name & Address):

1).

2).

ANNEXURE - G -

Undertaking letter in your letter head with technical bid

To,

**The Asst General Manager,
Premises & Estate Section,
Circle Office, Ranchi**

SUBJECT: RFP -01-RNCO /NVR /21-22/VR Dt.01.09.2021

Dear Sir,

This has reference to your above RFP published in your banks web site.

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

Signature & Name of the Bidder

ANNEXURE - H

PRE CONTRACT INTEGRITY PACT

1. GENERAL

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

AND

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

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

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

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

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

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

2.2. Enabling BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be

free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures.

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

COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. FALL CLAUSE

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

9. INDEPENDENT EXTERNAL MONITORS

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

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

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

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 Bangalore.

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

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.

14. The parties hereby sign this Integrity Pact at on

BUYER

Name of the Officer

Designation

Name of Wing

Canara Bank

Witness

BIDDER

CHIEF EXECUTIVE OFFICER/AUTHORISED SIGNATORY

Witness