



Request for Proposal in GeM Portal [RFP]

for

“Selection of Vendor for Development, Implementation, Management and Maintenance of End to End Digital Lending Solution in Canara Bank”

RFP Ref. No.: RFP-10/DBS/Digital Lending/2022 dated 23/05/2022.

GEM BID No : GEM/2022/B/2199715

Issued by:

Canara Bank,
Procurement & Vendor Payments Section,
Digital Banking Services Wing,
Head Office Annexe - (K G Road),
2nd Floor, Devanga Towers, K G Road, Bengaluru - 560 009.
Phone No - 080-2207 3850
Email Id - hodbsdprocurement@canarabank.com

The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP Document and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves the right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever.

This document is prepared by Canara Bank for Procurement of Selection of Vendor for Development, Implementation, Management and Maintenance of End to End Digital Lending Solution. It should not be reused or copied or used either partially or fully in any form.

A. BID SCHEDULE

Description	Details
RFP No & Date	RFP-10/DBS/Digital Lending/2022 dated 23/05/2022.
Brief Description of RFP	Selection of Vendor for Development, Implementation, Management and Maintenance of End to End Digital Lending Solution in Canara Bank.
Contact Details	Canara Bank, Procurement & Vendor Payments Section Digital Banking Services Wing 2 nd Floor, Devanga Tower, No:35 KG Road, Bengaluru -560 009 Contact: 080-22073850 Sr. Manager, Procurement & Vendor Payments Section Email: hodbsdprocurement@canarabank.com
Date of Issue of RFP	23/05/2022, Monday
Pre-Bid Queries	<p>Participating bidders may submit their queries pertaining to the bid as per GeM Guidelines Only.</p> <ul style="list-style-type: none"> • Subsequent changes/amendments made, based on the suggestions and clarifications as per pre-bid meeting shall be deemed to be a part of the RFP document and shall be uploaded on GeM Portal Only. • No Queries/Suggestions shall be entertained after pre-bid meeting. • No oral or individual consultation shall be entertained. • 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. <p>Pre-Bid Queries shall be submitted to hodbsdprocurement@canarabank.com as per Annexure-12 at least 2 days before the Pre-Bid meeting date.</p>
Contract Period	5 Years
Tender Fee	Rs.20,000 + GST
Earnest Money Deposit	Rs. 6,00,00,000/- (Rupees Six Crore Only), Refer Clause-10 in Section-D of RFP for details.
Performance Bank Guarantee / Bid Security	3 % of Total Order Value.
Purchase Preference Policy	Applicable
Last Date and Time for Submission of Bids	17/06/2022, Friday, 03.00 PM

Date, Time and Venue for opening of Part-A Conformity to Eligibility Criteria	17/06/2022, Friday at 03.30 PM Venue: Procurement & Vendor Payments Section Digital Banking Services Wing 2 nd Floor, Devanga Tower, No:35 KG Road, Bengaluru -560 009.
Date and Time for opening of Technical Bid Part-B and Commercial Bid Part-C	Will be intimated at a later date
Pre-bid Meeting Date & Time and Venue	Pre-bid meeting will be held at 03/06/2022, Friday at 02.00 PM Venue: Canara Bank, Procurement & Vendor Payments Section, Digital Banking Services Wing 2 nd Floor, Devanga Tower, No:35 KG Road, Bengaluru -560 009
Commercial Bid Format	Commercial Bid Format (Annexure-7 Bill of Material) has been provided with this RFP for the better understanding of the requirements. The bid process shall be in accordance with GeM Portal guidelines only.
Publication	This document can be downloaded from following websites https://canarabank.com/tenders.aspx , https://bidplus.gem.gov.in/bidlists Any amendments, modifications, Pre-Bid replies & any communication etc. shall be uploaded on GeM Portal only. No individual communication will be sent to the individual bidder. The Bank reserves the right to Cancel or postpone the tender at any stage without assigning any reason whatsoever.
Important Instructions for Bid Submission	<ul style="list-style-type: none"> • The bid documents and commercial bid shall be submitted online on GeM portal ONLY as per this RFP document and as per the provisions and terms & conditions of GeM portal. • Please make sure that all the documents are properly scanned and are legible to read. • Bank Guarantee towards Earnest Money Deposit and all Declarations/ Forms/ Formats/ Documents etc. asked in the RFP, which need to be submitted on Stamp Paper shall be submitted both Online (Scanned Copy) on GeM portal and Offline (Physical Copy) in the Tender Box by the bidder before bid submission timeline.

	<p>Physical Copy as mentioned above, shall be submitted at:</p> <p>Canara Bank, Digital Banking Services Wing, Devanga Tower 2nd Floor, 35, KG Road, Bengaluru 560009</p> <ul style="list-style-type: none">• Offline documents as mentioned above sent through Courier/Post etc. shall reach to us within the stipulated timeline.• The Envelope containing Offline documents as mentioned above shall contain the name and address of the bidder and name of RFP. If the envelope containing such documents is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid's misplacement or premature opening.• The information and documents provided by the bidders in response to this RFP shall become the property of the Bank and will not be returned. Only the Bank Guarantee towards Earnest Money Deposit/Bid Security shall be returned in accordance with relevant clause(s) of this RFP.
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Note:

- The Bids shall be opened as per the process and guidelines of GeM Portal. Canara Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.
- The bidder shall upload all the requisite documents while submitting the bid online on GeM portal as per the terms, conditions and process of GeM Portal. It is bidder's responsibility to ensure submission of all documents at the time of submission of bid online and no request in this regard shall be entertained post completion of bidding timeline.

CHECKLIST FOR DOCUMENTS TO BE SUBMITTED IN TECHNICAL BID ONLINE

Sr. No	Description	Submission Status (Yes/No)
1.	Earnest Money Deposit (If Applicable) (Annexure-14) Note: Soft copy to be uploaded online. Hard-Copy to be submitted to Bank.	
2.	Pre-Contract Integrity Pact (Annexure-11)	
3.	Bid Form (Annexure-1)	
4.	Documents Pertaining to Eligibility Criteria (Annexure-2)	
5.	Documents in support of being MSE/Start Up (If Applicable)	
6.	Format for Prebid queries - Annexure - 12.	
7.	Scope of work - Annexure - 5.	
8.	Bill of Material - Annexure - 7	
9.	Self-Declaration for MSEs and Start Ups (If Applicable) (Annexure-21)	
10.	Copy of board resolution or Power of Attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and Non-Disclosure Agreement	
11.	Document for Overview of Project Management Approach	
12.	Technical Bid Annexure- 3.1 and Annexure-3.2 along with associated documents.	
13.	Bidder's Profile (Annexure-4)	
14.	Non-Disclosure Agreement (Annexure-10)	
15.	Certificate of Local Content (Annexure-13)	
16.	Purchase Preference - Annexure 24	
17.	Self-Declaration regarding "Restrictions on procurement from a Bidder of a country which shares a land border with India" (Annexure-25)	
18.	Application Integrity Statement (Annexure-15)	
19.	Undertaking Letter for Central Minimum Wages Act & Labour Laws (Annexure-16)	
20.	Undertaking for Compliance to all the Terms and Conditions of the RFP (Annexure-17)	
21.	Undertaking by the Bidder (Annexure-18)	
22.	Undertaking to abide by all By-Laws / Rules / Regulations (Annexure-19)	
23.	Undertaking for Non-Blacklisting / Non-Debarment of the bidder (Annexure-20)	
24.	Compliance Statement (Annexure-22)	
25.	Undertaking for applicability of Purchase Preference Policy (Annexure-23)	
26.	Details of Compliance with IS Security Policy as per Clause 32 Section F - Other Terms and Conditions.	
27.	Undertaking Letter for Taxes and TDS - Annexure 26	
28.	Authorization Letter - Annexure 27	
29.	Integrations / Data Aggregator Services - Annexure 28	
30.	Technical & Functional Requirements - Compliance - Annexure 29.	

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 “Bidder/s” 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.

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 of 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.

The bidder shall bear all the costs associated with or relating to the preparation and submission of the bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to the bid. All such costs and expenses will remain with the bidder and the Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding process.

No person of the Bank or the Contractors, vendors and third parties shall violate the Social Media Policy of the Bank. Non-adherence to the standards/guidelines in relation to Social Media Policy issued by the Bank from time to time and 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 on the part of personnel of the Bank or Contractors, Vendors and third parties shall be construed as violation of Social Media Policy.

B. INTRODUCTION

1. About Canara Bank:

CANARA BANK is a third largest public sector bank owned by Government of India. Canara Bank is a body Corporate and a premier Public Sector Bank established in the Year 1906 by Shri. Ammembal Subba Rao Pai and nationalized under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970. Canara Bank Head office is located at 112, J C Road Bengaluru-560002 and Digital Banking Services wing located at Devanga Tower, # 35, K G Road, Bengaluru-560009.

The Bank is having pan India presence of 9734 branches, 24 Circle offices and 176 Regional Offices as on 31/03/2022, situated across the States. The bank also has offices abroad in London, Dubai and New York. As per the announcement made by the Department of Finance Services on 30 August 2019, Manipal based Syndicate Bank has been merged from 01 April 2020.

The Bank is a forerunner in implementation of IT related products, services, and continuously making efforts to provide the state of art technological products to its customers.

This invitation of Bids is open to all Service Providers who have presence in India and who fulfill all the Eligibility criteria and who comply with all the requirements of Scope of Work as mentioned in the bid document.

2. Definitions:

- 2.1 'Bank' means unless excluded by and repugnant to 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 'GeM' means Government e-Marketplace wherein the whole bidding process shall be conducted online.
- 2.3 'RFP' means Request for Proposal for "Selection of Vendor for Development, Implementation, Management and Maintenance of End to End Digital Lending Solution in Canara Bank".
- 2.4 "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer including written reply or submission of response to this RFP to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers;
- 2.5 "Bidder (including the term 'tenderer', 'consultant' or 'Service Provider') means an eligible entity/firm or company, participating in a procurement process with the Procuring Entity and submitting the Bid in response to this RFP.
- 2.6 'Contract' means the agreement signed by successful bidder and the Bank including all attachments and appendices thereto and all documents incorporated by reference therein, at the conclusion of bidding process, wherever required.
- 2.7 'Successful Bidder' / 'L1 bidder' will be the L1 bidder in totality after conclusion of the bidding process, subject to compliance to all the Terms and Conditions of the RFP, etc.

- 2.8** “Vendor/Service Provider” is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1 Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- 2.9** “The Contract Price/Project Cost” means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- 2.10** “Services” means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of the Vendor covered under this RFP.
- 2.11** “Solution Provider” means the Vendor Selected by the Bank for Supply, Installation, Development, Implementation, Customization and Maintenance of Digital Lending Solution in Canara Bank.
- 2.12** “Product” means all the hardware, it’s all components, peripheral apparatus, associated software/ firmware/ operating software, Software Agent(s).
- 2.13** “The Project” means Supply, Installation, Development, Implementation, Customization and Maintenance of Digital Lending Solution in Canara Bank.
- 2.14** “The Project Site” means locations where services as desired in this RFP document are to be provided.
- 2.15** “ATS” means Annual Technical Support Services required especially for smooth functioning of Digital Lending solution in Canara Bank without interruption.
- 2.16** “Deficiencies” shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of the Services.
- 2.17** “Documentation” will describe in detail and in a completely self-contained manner how the User may access and use the End to End Digital Lending Solutionsuch that any reader of the Documentation can access, use and maintain all of the functionalities of the Managed Services(Service), without the need for any further instructions. ‘Documentation’ includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures, Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable etc.
- 2.18** “Intellectual Property Rights” shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
- 2.19** “Root Cause Analysis Report” shall mean a report addressing a problem or non-conformance, in order to get to the ‘root cause’ of the problem, which thereby

assists in correcting or eliminating the cause, and prevent the problem from recurring.

3. Objective:

- 3.1 The Bank proposes to select a bidder (based on the eligibility and technical scoring and commercial rates quoted by Bidders) for Development, Implementation, Management and Maintenance of End to End Digitalized Lending Solution for all lending products offered by the bank including but not limited to Retail, MSME and Agriculture Portfolio.
- 3.2 The selected bidder shall integrate with the Bank and achieve readiness to commence services to Bank within stipulated timelines as mentioned in this GeM bid on selection at no additional cost to Bank.
- 3.3 The listed services in this GeM bid are indicative in nature as on date of tender. Tentative projections of Bank have been given for calculation of TCO for bidders. It shall be responsibility of selected bidder to provide & integrate with the Bank any future services relatable, impliedly or explicitly, to the requirements of the Bank as mentioned in this GeM bid coming up during the tenure of contract, at no additional cost to the Bank.
- 3.4 The Bank proposes to procure End to End Digitalized Lending Solution for all lending products offered by the bank including but not limited to Retail, MSME and Agriculture Portfolio etc., as per the Technical Specifications, Scope of Work, Terms and Conditions as described elsewhere in this document.

4. Invitation to Bid:

- 4.1 Canara Bank, herein after referred to as 'Bank' or 'the Bank', is having its Head Office at 112 JC Road, Bengaluru 560002, various other offices (Circle Offices/Regional Offices/ Head Office Annexes etc. of Canara Bank and branches/other offices located in India and foreign) collectively referred to as **Canara Bank** hereinafter. This Request for Proposal (RFP) has been issued by the Bank for **Selection of Vendor for Development, Implementation, Management and Maintenance of End to End Digital Lending Solution in Canara Bank for a period of 5 years**. This RFP is for procurement of Digital Lending Solution. However, the Bank is free to entrust the service provider to another service provider at any stage in the interest of the Bank.
- 4.2 In order to meet the requirement, the Bank proposes to invite tenders from eligible bidders to undertake and provide End to End Digital Lending solution as per details/scope of work mentioned in Annexure-5 of this RFP document.
- 4.3 The purpose this RFP is to seek a detailed technical and commercial proposal for Selection of Vendor for Development, Implementation, Management and Maintenance of End to End Digital Lending Solution in Canara Bank desired in this document. The proposed Services must integrate with Bank's existing infrastructure seamlessly.
- 4.4 This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- 4.5 Interested Bidders are advised to go through the entire document before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for providing Digital Lending solution for Canara Bank are invited to submit their technical and commercial proposal in response to this RFP. The criteria

and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide Canara Bank the proposed End to End Digital Lending Solution adhering to Bank's requirements outlined in this RFP.

5. Requirement Details:

5.1 Bank invites offers from eligible bidders for **Selection of vendor for Implementation, Management and Maintenance of End to End Digital Lending Solution in Canara Bank for a period of 5 years** as per Terms and Conditions, and Scope of work described elsewhere in this document.

6. Scope of Work:

As given in **Annexure-5** of this document.

7. Eligibility Criteria, Technical & Functional Specifications, & Compliances:

7.1 Interested Bidders, who are capable of Supply, Install, Implement, Integrate, Roll Out, Operations and Maintain of End-to-End Digital Lending Software Solution and meet the Eligibility Criteria as per **Annexure-2**, may respond.

7.2 Non-compliance to any of the Eligibility criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation. The proof provided must be in line with the details mentioned in "Documents to be submitted for Eligibility Criteria Compliance". Any of the Eligibility Criteria not accompanied by relevant proof documents will not be considered for evaluation.

7.3 Canara Bank, reserves the right to verify/evaluate the claims made by the bidder independently. Any deliberate misrepresentation will entail rejection of the offer.

7.4 Bid is open to all Bidders who meet the eligibility criteria and Technical & functional specifications as given in Annexure-2, Annexure-3.1 & Annexure-3.2 of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document through GeM portal. There cannot be two bids proposed by the same bidder under this RFP.

7.5 The Bidder shall also submit Pre Contract Integrity Pact along with technical Bid as prescribed by the Govt. of India (Annexure-11) duly signed by the Bidder on each page and witnessed by two persons. The agreement shall be stamped as applicable in the State where it is executed. Bid submitted without PRE-CONTRACT INTEGRITY PACT, as per the format provided in RFP, shall not be considered.

8. Techno Commercial Evaluation Process:

8.1 The bid will be evaluated by techno commercial evaluation process. The Techno-Commercial evaluation process will consist of two stages:

8.1.1 Technical Evaluation

8.1.2 Commercial Evaluation

8.2 The evaluation process aims to find out the best fit (based on technical and commercial evaluation) of bidder and can be summarized in the following points.

- 8.3 The Technical Evaluation shall be performed first to identify the list of bidder as per the technical evaluation parameter (Annexure-3.2) of the GeM bid.
- 8.4 The bidders scoring less than 75% marks in the technical evaluation as per Annexure-3.2 will not be considered for the selection process and their Commercial Bids will not be opened. Decision of the bank to this effect will be final and no further communication in this regard will be entertained.
- 8.5 Each qualified bidder in Technical Evaluation (i.e., bidders who obtain 75% or more marks in technical evaluation criteria) shall be assigned a Technical Score (T).
- 8.6 The Commercial bids of only those bidders, who have qualified the Eligibility Criteria and have been assigned with a Technical Score (T) after technical evaluation, would be opened.
- 8.7 The bidders should submit the commercial bill of material covering cost for each Services (for each line item) and total cost for the bank as per Bill of Material (Annexure-7).
- 8.8 The Criteria for Technical Evaluation and Commercial Evaluation will have weightage of 70:30.
- 8.9 After completion of Commercial Bid evaluation. The Commercial Bid will comprise of the Total Cost for Bank (TCB) and break-up of their final price as per Annexure-7.
- 8.10 The final selection of the bidder will be based on the Technical Score (T) and the Total Cost to the Bank (TCB). (T1L1 Basis).
- 8.11 During technical evaluation the score of the bidders will not be disclosed.
- 8.12 Commercial price bids, which are higher than 30% of the lowest commercial price bid, amongst technically qualified bidders, will not be considered for further evaluation to discover the successful Bidder (T1).
- 8.13 Sample evaluation process is shown below:

The technical bids will be allotted to 70% while commercial bids will be allotted weightage of 30%. Combined score will be arrived at after considering commercial quote and marks obtained in technical evaluation with relative weightage of 30% for commercial bid and 70% for technical bid according to the following formula:

Combined score=70x	Technical Score of Bidder	+30x	Lowest Commercial Bid
	Highest Technical Score		Commercial bid of the Bidder

Technical Scores:

Bidder1 (B1)	Bidder2 (B2)	Bidder 3 (B3)
Technical Score = T1	Technical Score = T2	Technical Score = T3
Weighted Score (WT1) = 70%*T1/TS(Highest)	Weighted Score (WT2) = 70%*T2/TS(Highest)	Weighted Score (WT3) = 70%*T3/TS(Highest)

Commercial Scores:

Bidder 1 Total Cost for Bank = B1TCB

Bidder 2 Total Cost for Bank = B2TCB

Bidder 3 Total Cost for Bank = B3TCB

Commercial Score Calculation:

$C1B = L1/B1TCB * 30$

$C2B = L1/B2TCB * 30$

$C3B = L1/B3TCB * 30$

Where L1 = MIN (B1TCB, B2TCB, B3TCB)

Final Scores:

Bidder 1 Score = WT1+C1B

Bidder 2 Score = WT2+C2B

Bidder 3 Score = WT3+C3B

Selected Bidder for the Bank = H1 (Max of Scores of Bidders 1, 2 and 3).

9. Training:

- 9.1 The Bidders shall provide training by OEM to the identified Bank personnel / team on solution or features / service architecture, and functionality during and after implementation. The solution working should be demonstrated to the IT & Information Security Management and staff of the Bank after completion of the implementation and the review and feedback should be implemented. Bidder has to arrange the onsite-classroom training with workstations and required necessary amenities to facilitate the training. Trainer should be well experienced and must have industry certification. Location of the Training must be in Bengaluru only. Bidder should provide the training material and hands-on during the training.
- 9.2 OEM Training to the Bank's team on administering, monitoring, supervising, report generation and usage of "End to End Digital Lending Solution".
- 9.3 The details of the training are to be provided by the Bidders and shall be subject to evaluation by the Bank to ensure that all the components of the system are covered in the training by the Bidder.
- 9.4 The selected Bidder shall provide training to the participants without any cost to the Bank/ participants.
- 9.5 The selected Bidder should also make provision for downloadable lessons / user manuals / procedure documents etc.,
- 9.6 The Bidder shall provide Training to Bank officials (Trainers) as under:

Sl. No.	Details	No of Days	Batch Size	No. of Batches
1.	Post Implementation	3 days	25	6*

*The training should be conducted as per Bank's requirement in Batches as and when required.

C. DELIVERABLE AND SERVICE LEVEL AGREEMENTS

1. Delivery, Installation, Configuration, Integration and Commissioning:

- 1.1 Bank shall provide the address and contact details for delivery of required hardware / software items for implementation of Integrated End to End Digital Lending Solution while placing the order.
- 1.2 UAT Setup to be installed by the bidder at bank's premises as per bank's requirement for completing the User Acceptance Test.
- 1.3 The proposed services will be hosted on Perpetual License Model and Private Cloud Server to be located on premises. Bidder has to provide the rights of the hosted solution in cloud.
- 1.4 The overall project will span across multiple phases, as described under:

Sl. No.	Particulars	Activity	Timeline
1.	Kick Off Meeting	Kick off meeting to develop an understanding of the Digital Lending Product requirements from bank Side and way forward.	T*+7days
2.	Deployment of Resources onsite	Onsite resource deployment for starting the development process including Bidder side Project Manager	T+15days
3.	Supply and deployment of Private cloud	Bidders shall finalize the Hardware and Software and Database requirements with the Bank after finalization of the purchase order. Bidders shall deploy private cloud in Bank's DC and DR	T+50days
4.	Delivery of Enterprise Software Perpetual (Unlimited Users) License for End-to-End Digital lending Software Solution and any other software tools, if any.	Bidder shall deliver the Licenses (Enterprise Software Perpetual (Unlimited Users) License) and as per the defined scope of work, Annexure -5(Scope of work) and Annexure-3.1 & 3.2.	T+60days
5.	Digital Lending Platform Core Solution Delivery, installation & Integration of Private Cloud& Software.	Bidder shall Install the Proposed Digital Lending Core Solution at Bank's premises on Private Cloud.	T+ 60days
6.	Creation of Digital Loan Journeys (Customer journey &Branch Journey) of 3Digital Lending Product as per Bank's requirement & Priority on receipt of Purchase Order	Finalization of SRS & its Signoff of 3 Digital Lending Products.	T+ 30days
7.		Completion of Development of 3 Digital Lending Products.	T+ 75days
8.		Completion of User Acceptance Testing& Audit compliance of 3 Digital Lending Products.	T+ 85days
9.		Go-Live of 3 Digital Lending Products.	T+ 90days
10.	Creation of Digital Loan Journeys (Customer	Finalization of SRS & its Signoff of 1 Digital Lending Product.	I**+15days

Sl. No.	Particulars	Activity	Timeline
11.	journey & Branch Journey) On further intimation to the Bidder in Phases by Bank. Bank may at its discretion have parallel implementation of 1 or more Digital Lending Products.	Completion of Development of 1 Digital Lending Product.	I** +45days
12.		Completion of User Acceptance Testing & Audit compliance of 1 Digital Lending Product	I** +50days
13.		Go-Live of 1 Digital Lending Product	I** +60days

*T is the date of Purchase Order.

I** is the date of Intimation from Bank for development of digital lending journey.

- 1.5 The timelines are tentative in nature and bank in consultation with selected bidder may revise the timelines, if required.
- 1.6 Delayed deliverables will attract a penalty of 0.50% of contract value for per week or part thereof, subject to maximum of 5% of contract value.
- 1.7 The solution will be accepted after complete integration and satisfactory working of the solution.

2. System Integration Testing & User Acceptance Testing:

- 2.1 The Vendor should integrate the Digital Lending Solution with the existing systems as per requirement of the Bank and carry out thorough system integration testing.
- 2.2 System integration testing will be followed by user acceptance testing, plan for which should be submitted by the Vendor to the Bank. The UAT includes functional tests, resilience tests, benchmark comparisons, operational tests, load tests etc. Canara Bank staff / third Party Vendor designated by the Bank will carry out the functional testing. This staff / third party vendor will need necessary on-site training for the purpose and should be provided by the Vendor. Vendor should carry out other testing like resiliency/benchmarking/load etc. Vendor should submit result log for all testing to the Bank.
- 2.3 Satisfactory completion of the aforementioned tests and Information Security Clearance of the Bank for the acceptance of the End to End Digital Lending Solution is required.

3. Acceptance:

- 3.1 Any deliverable that has not been implemented or not operational or delayed, will be deemed or treated as Non-Delivery thereby excluding Bank from all payments obligations under this RFP or agreement.
- 3.2 Bank will evaluate the offered Solution implemented by the bidder. If the Solution experiences no failures and functions according to the requirements of the GeM bid as determined by the Bank during the implementation period, then the solution will be accepted by the Bank.
- 3.3 The warranty will start from the date of Go-Live.

4. Uptime:

- 4.1 The bidder shall guarantee a 24x7 availability with monthly uptime of 99.95% for the solution as specified in Annexure-5 (Scope of Work) and Annexure-3.1 & 3.2 (Technical requirements), during the period of the Contract and also during ATS, if contracted, which shall be calculated on monthly basis.
- 4.2 Infrastructure availability including network, compute and storage shall be at a minimum 99.95%.
- 4.3 The "Uptime" is for calculation purposes, equals to the Total contracted minutes in a month less Downtime. The "Downtime" is the time between the Time of Failure and Time of Restoration within the contracted minutes. "Failure" is the condition that renders the Bank / User unable to perform any of the defined functions on the Solution. "Restoration" is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same.
- 4.4 Bidder should consider high-availability (active-passive) at DC & DR with RPO of 15 minutes and RTO of 120 minutes. The data files along with archives and individual file storage should be hosted in India for primary and secondary copies.
- 4.5 If the Bidder is not able to attend the troubleshooting calls on solution working due to closure of the office/non-availability of access to the solution, the response time/uptime will be taken from the opening of the office for the purpose of uptime calculation. The Bidder shall provide the Monthly uptime reports during the warranty period and ATS period, if contracted.
- 4.6 The Downtime calculated shall not include any failure due to Bank, third party and Force Majeure.
- 4.7 The percentage uptime is calculated on monthly basis as follows:

$$\frac{(\text{Total contracted minutes in a month} - \text{Downtime minutes within contracted minutes})}{\text{Total contracted minutes in a month}} \times 100$$

Contracted minutes of a month = No. of days in that month X 24 X 60.

5. Penalties & Liquidated Damages:

- 5.1 Penalties/Liquidated damages for delay in Delivery and Installation of Solution would be as under:
- 5.1.1 Non-compliance of the implementation as per Section C under clause 1.6 will result in the Bank imposing penalty of 0.50% plus GST on delay in Implementation per week or part thereof, on the contract value.
- 5.1.2 However, the total Penalty/LD to be recovered under above clauses 5.1.1 shall be restricted to 5%(Plus GST) of the total contract value (exclusive of Taxes).
- 5.2 Penalties/Liquidated damages for not maintaining uptime:
- 5.2.1 The Successful Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.

5.2.2 If any act or failure by the Successful Bidder under the agreement results in failure or in operability of systems and if the Bank has to take corrective actions to ensure functionality of its property. The Bank reserves the right to impose penalty which may be equal to the cost it incurs or the loss it suffers for such failures subject to maximum of 5% of the contract value.

5.3 Penalty Due to Delay in Services:

5.3.1 Penalty due to delay in deliverables as stipulated under clause as mentioned in as per Section C under clause 1.4 shall be 0.5% per week and part thereof subjected to maximum 5%.

5.3.2 Penalty due to Downtime or due to performance below the expected Turnaround time of any application integrated with the Solution, which may impact Banks business:

After implementation of the complete solution, Penalty will be deducted for partial or complete downtime of the system excluding the planned Downtime on monthly basis and penalty will be charged as specified below:

Uptime(U)	Penalty
U >=99.95	No Penalty
For every 0.5% decrease in guaranteed monthly uptime for End to End Digital Lending Solution, penalty of Rs. 500/- shall be imposed subject to maximum of 1% of total contract value.	

5.3.3 SLA will be monitored on Quarterly basis and the penalty will be levied accordingly.

5.3.4 The downtime penalty on account of reasons attributable to the Bank will be excluded while calculating overall downtime. The same will be done on the sole discretion of the Bank after going through the detailed Root Cause Analysis (RCA) provided by the vendor for issues/failures reported.

5.3.5 Penalty due to downtime, during contract period will be deducted from any subsequent payment to be made to the selected bidder.

5.4 Penalty Due to Erroneous Behavior of the Solution:

5.4.1 If the solution or any of its components behaves erroneously which results in monetary or business loss to the Bank, then the entire amount of such loss shall be recovered from the bidder on actual basis. The maximum penalty under this category is limited to 5% of contract value.

5.5 Penalty due to Absence of Onsite Engineer (Resource & Team Lead):

5.5.1 During the Implementation and contract period-In the absence of the engineer, suitable replacement is to be provided on immediate basis. In case of absolute absence (when no replacement is provided), penalty would be deducted @0.5% of the Resource cost, for each day during the implementation period, up to a maximum of 5% of the resource cost.

5.5.2 Team lead/Project manager is required to be present Onsite. Failure to do so will attract a penalty of 0.05% of contract value for each day up to a maximum of 0.5%.

Management, Reporting and Governance:

Service Details	SLA Measurement	SLA	Penalty
RCASubmission	Adherenceto deliveryofRCAREportsforis sues/gaps/bugswithin a weekof theissue beingidentified/ notified.	100%	TheRCA reportsto besharedwithin a weekof theissuebeingidentified/ notified.Foreach default thepenaltyofINR 1,000/- per weekor part thereof maybe charged to thebidder subject to maximum of Rs 50,000.00

a. Bug Reporting&Resolution

Level	Description	Calculation	Periodicity	MSL	Penalty
Bug Reporting	Bidder shall ensure that all bugs reported by the users/ testing team shall be duly logged and assigned a unique ID for reference purposes. Users shall be informed about the reference ID maximum within 15 minutes from recording the complaint	Manually through various communication on channels	Monthly	100%	Penalty @ Rs. 1,000/- per day will be levied subject to maximum of 0.5% of the contract value.
Bug Resolution	Bidder shall ensure that all bugs reported by the users/testing team as agreed with the Bank and resolved maximum within 3 calendar days. The reference ID post resolution should be closed in concurrence with the Bank.	NA	Monthly	Per Instance	

b. Audit Gaps

Item	Issue Categorization	ResolutionPeriod	PenaltyAmount (**)
Audit Gaps Resolution	High	Within 7days	5,000/-per issue per day post the resolutionperiod till the issue/gap closure date. Maximum of 0.1% of contract value.

	Medium	Within 10days	2,500/-perissue per day post the resolutionperiod till the issue/gap closure date. Maximum of 0.5% of contract value.
	Low	Within 15days	1,000/-perissue per day post the resolutionperiod till the issue/gap closure date. Maximum of 0.25% of contract value.

****Bidder is required to submit the compliance document confirming that the gaps identified by Bank's appointed third party have been closed.**

5.5.3 The bidders shall not be penalized for any SLA breach outside the scope of bidder and for any reason not attributable to the Bidder.

5.5.4 Penalty as in 5.3 to 5.5(c) can be levied simultaneously. Maximum deducted penalty of one type will not affect any other type of penalty i.e. All the types of penalties can be levied up to their maximum limit simultaneously.

5.5.5 Bank may also impose penalty to the extent of loss incurred, if the loss was due to the actions directly attributable to the Bidder.

5.5.6 If the selected Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document. The Bank reserves the right to cancel the order or to recover a suitable amount as deemed reasonable as Penalty/ Liquidated Damage for non-performance.

5.5.7 The overall penalty is limited to 10% of the total contract value if not specified otherwise.

5.5.8 Any claims from Bank's Clients / Customers with respect to Liquidated damages due to Data loss or privacy breach shall be attributable to the selected bidder and any loss to this effect shall be recovered from the bidder.

5.6 Penalties/liquidated damages for Onsite/Offsite resources: In case the resources goes on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the Bidder to ensure that regular functioning of the solution does not hamper. In case replacements are not arranged, Bank shall pay only the proportionate amount of Resident resource charges during the particular quarter. The Bank shall also impose a penalty of 0.5% (Plus GST) of the Resident resource charges (Excl. of GST) payable to the Bidder for that quarter for each week and part thereof of absence. However, total penalty under this clause will be limited to 5% (Plus GST) of the total charges (Exclusive of GST) payable for Resident Resource charges for that quarter.

5.7 Penalties/Liquidated Damages for non-performance: If the bidder does not meet the specifications of the RFP during various tests, the bidder shall rectify the same at bidders cost to comply with the specifications immediately to ensure the committed uptime, failing which the Bank reserves its right to invoke the Bank Guarantee.

5.8 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.

5.9 All the above LDs are independent of each other and are applicable separately and concurrently.

5.10 LD is not applicable for the reasons attributable to the Bank and Force Majeure.

6. Payment Terms:

The following terms of payment shall be applicable to this contract and will be released after execution of Contract Agreement.

6.1 Paymentschedule for End-to-End Digital Lending Software Solution will be as under:

Payment Stages	% of Payment	Condition/Remarks
Delivery of Enterprise Software Perpetual(Unlimited Users) License fee for the proposed solution and its component, if any.	75%	75% of the license cost shall be paid after delivery of licenses and confirmation from bank officials.
One time implementation cost of Base platform	25%	25% of one time implementation cost of Base platform shall be released on implementation (go live) of atleast 3 modules out of xx modules.
	25%	25% of one time implementation cost of Base platform shall be released on completion of implementation (go live) of next 5 modules.
	25%	25% of one time implementation cost of Base platform shall be released on completion of implementation (go live) of next 8 modules.
	25%	25% of one time implementation cost of Base platform shall be released on completion of implementation(go live) of remaining modules.
Cost of Enterprise Software Perpetual(Unlimited Users) License fee for the proposed solution and its component if any	25%	Remaining 25% of the license cost shall be paid after implementation of 100% of the journeys of all the segments i.e., Retail, MSME &Agri and confirmation from bank officials.

Payment Stages	% of Payment	Condition/Remarks
Cost of Implementation, Customization & Integration for loan segments	100%	100% cost of Implementation, Customization & Integration of respective loan segments shall be released on completion of journeys of each products and post go-live signoff of each journey and recommendation from bank officials.
Service Hosting Charges per month	100%	100% of Monthly charges in arrears.
Onsite resource charges	100%	100% of Monthly charges in arrears.
Training Cost	50%	50% of training charges shall be released post successful completion of 3 batches of training to the designated officials as per Bank's Requirement.
	50%	50% of training charges shall be released post successful completion of remaining batches of training to the designated officials as per Bank's Requirement.
ATS/AMC Charges		Quarterly in Arrears.

- 6.2 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 GST, GSTIN, State Code, HSN Code, State Name, Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office and Manufacturer's / Supplier's Warranty Certificate should be submitted while claiming payment in respect of orders placed.
- 6.3 The selected bidder has to submit installation report/Sign off report duly signed by the Bank officials of the respective Branch/offices in originals while claiming payment. The invoice and installation report should contain the product serial number of the items supplied.
- 6.4 Bank will not pay any amount in advance.
- 6.5 Payment shall be released within 30 days from submission of relevant documents as per RFP terms.
- 6.6 The bank shall finalize the installation and Acceptance format mutually with the selected bidder. The bidder shall strictly follow the mutually agreed format and submit the same for each location wise while claiming installation and acceptance payment.
- 6.7 The payments will be released through NEFT / RTGS after deducting the application LD/Penalty, TDS if any, by centrally by Head Office at Bengaluru and the selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.
- 6.8 Based on satisfactory performance by the solution provider Bank reserves the right to extend the contract on mutually agreed commercials for subsequent periods.

7. Onsite / Offsite Resources:

- 7.1 The bidder has to provide technically qualified onsite/offsite resources that are well versed in the proposed solution for a period of 60 months. The cost agreed upon for the resource will be frozen for a minimum period of five years and purchase order will be issued accordingly. The charges for the onsite/ offsite resources will be paid from the date of deployment of the resources by the Bank.
- 7.1. The selected bidder should provide a dedicated Project Manager with whom Bank will be able to co-ordinate with until go-live of the project.
- 7.2. Bank reserves the right to claim change in resource based on the performance of the resources.
- 7.3. Bank at its discretion may avail Onsite/Offsite resources based on the requirement.
- 7.4. Bank has its right to terminate the services of Onsite/Offsite resources based on its requirement.
- 7.5. Support should include advising & helping the Bank in implementing controls for the risk advised by regulators/Govt. of India.
- 7.6. Support has to cover to solve day to day issue while using the proposed solution in our environment like resolving the issues related to incident, security threat, signature updates, daily updates, product related issues and any other issues to the bank as per the SOW/SLA at no extra cost.
- 7.7. Bidder is responsible for providing practical solution for resolution of the issues and implementation of the same to resolve the issues.
- 7.8. The Bidder should help bank in resolving any security observations as per the IS Policy of the Bank. The Bidder has to submit following KYC documents for onsite/Offsite engineer:
- 7.8.1 Resume latest (Candidate Photograph should be part of Resume only) and Print should be in color only.
- 7.8.2 Address Proof (Local and Permanent)- Duly attested photocopy by candidate and Bidder HR.
- 7.8.3 Aadhar Card - Duly attested photocopy by candidate and Bidder HR.
- 7.8.4 Relieving Certificate of Previous employer - Duly attested photocopy by candidate and Bidder HR.
- 7.8.5 Passport - Duly attested photocopy by candidate and Bidder HR.
- 7.8.6 Background Police Verification report - Duly attested photocopy by candidate and Bidder HR.
- 7.9. Bidder will be responsible for attending complaints during the contract period.
- 7.10. Bidder is responsible for providing practical solution for resolution of the issues and implementation of the same to resolve the issue. If the Issue requires OEMs technical person's/ product developer etc intervention, Bidder has to take up suitability with the appropriate level at OEM and obtain the solution and implement it for resolution of the issue. If the analysis of the issue requires log submission, Bidder will submit the same for further analysis in consultation with the Bank.
- 7.11. The Bidder should enter into Service Level Agreement with bank for providing Remote Access to OEM during troubleshooting as per Annexure-29.

- 7.12. The Bidder should help Bank in resolving any security observations as per the IS policy of the Bank.
- 7.13. Onsite/offsite Resource charges will be paid Monthly in arrears. In case the resources go on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the Bidder to ensure that regular functioning of the solution is not hampered.
- 7.14. Response Time and Meantime to Restore [MTTR].
 - 7.14.1 Response Time shall be 2 hours and MTTR shall be 4 hours.
 - 7.14.2 Time specified above is from lodging of complaint.
 - 7.14.3 However, penalty shall be applicable as per uptime clause.

8. Software, Drivers and Manuals:

- 8.1. The bidder shall supply along with each item all the related documents, Software Licenses loaded in the Hardware items without any additional cost. The documents shall be in English. These will include but not restricted to User Manual, Operation Manual, Other Software and Drivers etc.
- 8.2. All related documents, manuals, catalogues and information furnished by the bidder shall become the property of the Bank.

9. Warranty:

- 9.1 The Bidder warrants that the Software/Solution will be free of defects in workmanship and materials for a period of time consistent with industry standards and the nature of the Software ("Warranty Period").
- 9.2 The Bidder has to provide comprehensive On-site replacement warranty for Three (3) years and AMC for 2 years.
- 9.3 The warranty will cover all supplied components includes software and will start after project acceptance & Signoff.
- 9.4 The software/hardware deployed for this project shall be under Comprehensive Onsite Warranty covering update of software, maintenance or support for its proper operation, performance and output as specified in the tender technical specifications for a period of Three (3) years from the date of Acceptance of the Solution.
- 9.5 If the Software/Solution does not perform in accordance with the Contract during the Warranty Period, then the Bidder shall take such steps as necessary to repair or replace the Software/Solution. Such warranty service shall be provided at the Vendor's expense and shall include all media, parts, labor, freight and insurance to and from the Department's site.
- 9.6 Warranty service may be provided by a third party, provided such third party is authorized to perform warranty service by the Bidder or, if the Bidder is not the Manufacturer, by the Manufacturer prior to the GeM bid closing date and time.
- 9.7 If any defect in the Software/Solution is not rectified by the Bidder before the end of the Warranty Period, the Warranty Period shall be extended until, in the opinion of the Bank: a) the defect has been corrected; and b) the Software/Solution functions in accordance with the Contract for a reasonable period of time.

- 9.8 Despite any other provision, the Bank may return a defective Software/Solution to the Bidder within Sixty (60) days of delivery of the Software/Solution and the Bidder shall immediately provide full exchange or refund. For the purpose of this section, “defective Solution” includes, but is not limited to: a) broken seals; b) missing items; and c) Software that are not the most current version at the time of shipping, etc.
- 9.9 The Bidder shall provide, after the warranty commences for all Software/Solution components, telephone support / onsite resource to the Bank during Business Days for assistance with the operation of the Software/Solution.
- 9.10 The bidder shall be fully responsible for the manufacturer’s warranty in respect of proper design, quality and workmanship. Bidder must warrant all components, accessories, spare parts etc. against any manufacturing defects during the warranty period.

10. Annual Maintenance Contract (AMC) / Annual Technical Support (ATS) (if contracted)

- 10.1 At the time of submission of bids, the Bidder has to quote AMC/ATS for software, License Items for Two (2) years after completion of warranty period, in the commercial Bid separately for comprehensive maintenance contract.
- 10.2 The Bank, at its discretion may enter into Annual Maintenance Contract (AMC)/ Annual Technical Support (ATS) of software, License supplied with the bidder after completion of respective warranty periods.
- 10.3 Support for maintenance of solution (including Software and software license) supplied should be available for a minimum period of Two (2) years, covering all parts, maintenance and support, after expiry of warranty period.
- 10.4 The Bank will pay AMC/ATS charges for Solution (including hardware, software OS and license) 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.
- 10.5 During the Warranty and AMC/ATS (if contracted) period, the Bidder should extend On Site Service and Support whenever and wherever required. The scope of Warranty and AMC (if contracted) shall include:
- 10.5.1 Rectification of Bugs/defects if any.
 - 10.5.2 Ensuring uptime of 99.95%
 - 10.5.3 Preventive Maintenance.
 - 10.5.4 Maintenance of Software/License supplied.
- 10.6 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/ATS charges quoted by the bidder are abnormally low (i.e. AMC/ATS Cost percentage per annum should not be less than 5% of the cost of Hardware, software and License). 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/ATS obligations of the bidder. Bidder shall quote the charges of AMC/ATS as per the Bill of Material (**Annexure-7**). This Bank guarantee shall be submitted within 15 days from the date of acceptance of the order which shall cover warranty and AMC/ATS 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 8 of Section-F. The selected bidder shall be

responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and warranty period.

11. Scope Involved During Warranty and ATS Period (if contracted) :

- 11.1 During the period of contract, the bidder should inform Bank about all release/version change of patches/ upgrades/ updates of hardware/software/ OS/ middleware etc. as and when released by the selected bidder/OSD.
- 11.2 If any software, License and Hardware updates provided by the OSD/OEM as free of cost, it should be provided and installed & configured by the selected bidder free of cost to the Bank during Contract Period.
- 11.3 Any corruption in the software/License/Hardware shall be rectified during the full period of the contract, at no extra cost to the Bank.
- 11.4 The vendor shall make availability of spare parts/services, components etc. as and when required, and complete maintenance of the software and hardware during Contract Period.
- 11.5 The support shall be given in person only.
- 11.6 Only licensed copies of software shall be supplied. The bidder shall grant an irrevocable perpetual license to the Bank to use the software. Further, all software supplied shall be of latest version.
- 11.7 The bidder shall provide centralized complaint booking/lodging 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.
- 11.8 Escalation matrix should be provided for support, technical, project etc.

12. Subcontracting:

- 12.1 Principle Bidder only can participate and Bidder should not sub-contract to any other company/firm/trust. After selection process of the Bidder and order placement, resources deployed should be employed with the selected bidder and they should be on the payroll of the Bidder.
- 12.2 The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of the Bank.
- 12.3 In case subcontracting is warranted in interest of the project, Bidder should take consent of the Bank before undertaking any such agreement. Bidder should further ensure Subcontracting agreement is vetted by the Bank.
- 12.4 Even if the Bidder gets into subcontracting, accountability and responsibility of the resource provided shall lie with Bidder only. Bank shall hold correspondence only with the Bidder.

13. Defect Liability:

- 13.1 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 period of the contract, the selected 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 GeM bid terms.

14. Right to Audit:

- 14.1** The Selected Bidder (Service Provider) has to get itself annually audited by internal/ external empaneled Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (hardware/ software) and services etc. provided to the Bank and the Service Provider are required to submit such certification by such Auditors to the Bank. The Service Provider and or his / their outsourced agents / sub-contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Bank shall provide prior notice of 3 calendar days before such audit provided this will not be applicable in case of audit is conducted by any statutory or regulatory authority.
- 14.2** Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- 14.3** Service Provider shall, whenever required by the Bank, furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/or retain for any relevant material information/reports including audit or review reports undertaken by the service provider (e.g., financial, internal control and security reviews) and findings made on Selected Bidder in conjunction with the services provided to the Bank.

15. Annual Technical Support(ATS):

- 15.1** The Bank, at its discretion may enter into Annual Technical Services(ATS) for a period upto Two(02) years , with the Bidder after completion of respective warranty periods.
- 15.2** The Bank will pay ATS charges 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.
- 15.3** During the Warranty and ATS (if contracted) period, the Bidder should extend the On Site Service Support. The scope of Warranty and ATS (if contracted) shall include
- 15.3.1.** Rectification of errors/defects arised if any. The services would cover bug fixing of the application software. Any malfunctioning of Selected Bidder's Application Software due to incorrect interpretation of functionality by selected Bidder would be treated as a bug for this purpose.

- 15.3.2. Maintenance of Software.**
- 15.3.3. Ensuring uptime of 99.95%.**
- 15.4** The ATS support may be offered from vendor's support desk both onsite and offsite. The Successful Bidder should have a full-fledged support team located at vendor location.
- 15.5** 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 ATS charges quoted by the bidder are abnormally low (below 5% of the total contract value). 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 ATS as per the Bill of Material (Annexure-7). This Bank guarantee shall be submitted within 15 days from the date of acceptance of the order which shall cover warranty and ATS 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 GeM bid. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and warranty period.
- 15.6** Bank and the successful bidder will mutually decide on the Man days required for completing any Change Request in existing module/new modules. If any change request, requires upto 7 Man days, Bidder should do the same at no extra cost to the Bank. Bidder has to quote per man day cost in the Bill of Material (Annexure-7) and Bank will place order for the no of Man days agreed for the Change Request as per the rate quoted in the Bill of Material. Charges of man days quoted will be valid for entire contract period.
- 15.7** Bank will not pay ATS for any customization/enhancement/ additions in the existing modules asked in the Gem bid.
- 15.8** The rate of ATS for any new modules should not be more than the ATS rate already quoted for the existing module in the Bill of Material. However, Bank will not pay more than 15% of ATS for any new modules implemented by the Bidders.
- 15.9** The problems reported during the Warranty / ATS period will be categorized according to these severity codes.
- 15.9.1. Severity 1** -Critical and high severity problems that include problems that cause total disruption of the work of Bank.
- 15.9.2. Severity 2** -Medium severity problems that include problems such as certain functions not working as per the documented functionality, which causes partial disruption of the operations at Bank.
- 15.9.3. Severity 3** -Low severity problems that include problems that have been circumvented at operational levels and/or not disrupting the normal operations.
- 15.9.4. Severity 4** -Cosmetic problems and others that have no impact on the functionality of the system.
- 15.10.** The severity classification of errors will be agreed between Bank and the selected Bidder. However, in case of any disagreement the decision of Bank in this regard will be final.
- 15.11.** In case of Severity 1 & Severity 2 issues calculation of downtime will start from the time of reporting by the Bank. Whereas in case of Severity 3 & Severity 4

issues, bidder has to rectify the issues within 7 days from the date of intimation by the Bank, after which the delay will be considered for calculating downtime for that particular month.

16. Project Ownership:

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

17. Acceptance of Offer:

- 17.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 17.2. The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.
- 17.3. The bids received and accepted will be evaluated by the Bank to ascertain the best bidder in the interest of the Bank duly considering technical and commercial viability. 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 GeM bid with or without modifications. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.
- 17.4. 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.

18. Project Execution:

- 18.1. The entire project needs to be completed expeditiously. The Bank and the selected bidder shall nominate a Project Manager each immediately on acceptance of the order, who shall be the single point of contact for the project at Bengaluru. However, for escalation purpose, details of other persons shall also be given. The project manager nominated by the bidder should have prior experience in implementing similar project. Project Kick-Off meeting should happen within 7 days from the date of acceptance of purchase order. The Bidder shall submit a Weekly progress report to the Bank as per prescribed format, which will be made available to the selected bidder.

19. Execution of Agreement:

- 19.1. Within 21 days from the date of acceptance of contract, selected bidder along with OEM shall sign a stamped tripartite “Agreement” with the Bank at Bangalore as per the format. Failure to execute the agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected bidder.
- 19.2. The agreement shall include all terms, conditions and specifications of tender 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, if insisted. The agreement shall be valid till all contractual obligations are fulfilled.
- 19.3. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form a part of the Contract Agreement till the conclusion of the contract.

20. Intimation to Qualified/Successful Bidders:

- 20.1. The bank will prepare a list of qualified bidder on the basis of evaluation of part-A eligibility cum Technical proposals. The names of qualified bidders would be published on the Bank’s website/ GeM portal.(i.e. www.canarabank.com). The qualified bidders will also get a notification message from the GeM once the bidder is marked as qualified in GeM portal. Commercial Bids of technically qualified bidders with minimum of 75% and above score under technical evaluation only shall be opened. No separate intimation will be sent to successful Bidder.

21. Order Cancellation/Termination of Contract:

- 21.1. 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:
 - 21.1.1. Delay in delivery of services in the specified period.
 - 21.1.2. Serious discrepancies noted in the inspection.
 - 21.1.3. Breaches in the terms and conditions of the Order.
- 21.2. 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:
 - 21.2.1. Non submission of acceptance of order within 7 days of order.
 - 21.2.2. Excessive delay in execution of order placed by the Bank.
 - 21.2.3. The selected bidder commits a breach of any of the terms and conditions of the bid.
 - 21.2.4. The bidder goes in to liquidation voluntarily or otherwise.
 - 21.2.5. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
 - 21.2.6. The progress made by the selected bidder is found to be unsatisfactory.
 - 21.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
 - 21.2.8. If found blacklisted by any Govt. department/ PSU/ other banks etc., during the course of contract.
- 21.3. Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services.

- 21.4. In case the selected bidder fails to conduct an event as per stipulated schedule, the Bank reserves the right to get it conducted by alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days prior notice to the bidder.
- 21.5. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- 21.6. 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.
- 21.7. 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.
- 21.8. Notwithstanding anything contained, the Bank reserves the right to terminate the contract at any time without assigning any reasons. In case of termination of contract for the reasons that the services of vendor are not found satisfactory”, the Bank shall be free to Blacklist the vendor thereby debarring them from participating in future Bids/Tender processes.
- 21.9. The Bidder is obligated to support the orderly transition and complete knowledge transfer to another vendor or to the Bank.
- 21.10. In the event of termination, the source code / object code / executable code and compilation procedures of the software solution shall be provided to the Bank. All necessary documentation in this behalf should be made available to the Bank. The Intellectual Property Rights for the solution including source code will be owned by the Bank.

22. General Order Terms:

- 22.1. 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 to place orders or otherwise under such situation shall rest with the Bank and the decision of the Bank shall be final.

23. Roles & Responsibility during Project Implementation:

- 23.1. All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning maintenance during contract period, if any shall be provided by the bidder at no extra cost to the Bank for completing the scope of work as per this GeM bid.

- 23.2. 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 their sub-bidders.
- 23.3. 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.

24. Responsibilities of the selected bidder:

- 24.1. The selected bidder has to inform change in the management of the company, if any, to the Bank within 30 days from the date of such change during contract period.
- 24.2. The Bank will call for Audited Balance Sheet of the selected bidder at any point of time during contract period and the selected bidder shall provide the same.
- 24.3. The selected bidder shall submit updated Escalation Matrix for the product/services on a Half-Yearly basis as at the end of 31st March and 30th September during contract period.

25. Human Resource Requirement:

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

- 25.1. The bidder shall provide a contingent of well trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc. as part of the solution/service.
- 25.2. The bidder shall confirm that every person deployed by them on the project has been vetted through a third-party background check prior to their engagement. The bidder shall manage the activities of its personnel or others engaged in the project, etc. and shall be accountable for all the personnel deployed/engaged in the project.
- 25.3. The Bidder shall share the resume of identified resources to be engaged in Project work, for perusal of procuring department at least fifteen days before the date of scheduled engagement. Bank reserves its right to interview the proposed manpower resources to be provided and the resources will be on-boarded only after obtaining the consent of user department.
- 25.4. Change/Transfer/Replacement of the resources during the Project should be strictly avoided and will only be considered after obtaining necessary consent from the user department. In the event of replacement/change/ transfer of resources, suitable buffer time to be provided for knowledge transfer between incoming and outgoing resources
- 25.5. In case the performance of the bidder/their CSP/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, The bidder shall have to replace the said person within the time limits stipulated by the Bank. Where the bidder fails to comply with the Bank's request, the Bank may replace the said person or their agents/employees on its own.
- 25.6. No right to employment in the Bank shall accrue or arise to the employees or agents of the bidder, by virtue of engagement of employees, agents, etc. of The bidder for any assignment under this project. It is further clarified that the arrangement herein with the bidder is a contract for service.
- 25.7. The bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for all critical activities.

- 25.8.** The bidderteam is required to work on Bank’s working days and holidays shall be as applicable to Bank’s team. If any resource has worked for a partial period in a month, and no replacement has been provided, rate will be paid on a pro rata basis.
- 25.9.** The bidder shall extend all of the outsourced banking and financial services by deploying such personal that have high integrity and meet the qualifications and other criteria stipulated by the Reserve Bank of India , Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time ,as per the provisions of Minimum Wages Act 1948.
- 25.10.** Eligibility criteria and Experience of the resources to be deployed by the Bidder:

Key Personnel	Educational Qualification	Length of Professional experience	Experience on eligible assignments
Project Manager	B.Tech, with MBA/PMP/ PSM/CSM	10 Years	4yearsinProject Management
Solution/ Technical Architect	B.Tech with TOGAF (preferred)	10 Years	5 Years
Business Analyst	B.Tech with MBA(preferred)	5 Years	3 Years
UI/UX Design Team	B.Tech with relevant certifications	Minimum 2 years	2 years (min.)
Development Team (as required for successful delivery of the project)	B.Tech with relevant certifications	Minimum 2 years	2 years (min.)
Testing Team	B.Tech with relevant certifications	Minimum 2 years	2 years (min.)
Maintenance Team (ops.)	B.Tech with relevant certifications	Minimum 4 years	4 years (min.)

26. Responsibility for Completeness:

- 26.1.** The bidder shall ensure that the Solution/service provided [Hardware/Software etc] meets all the technical and functional requirements as envisaged in the scope of the GeM bid.
- 26.2.** The bidder shall deliver, install, configure the supplied Solution/service as per Technical specification and Scope of Work described elsewhere in the GeM bid and 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.
- 26.3.** 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.

27. Assumptions/Presumptions/Modifications

27.1. 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 GeM bid, 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 GeM bid document. No offer can be modified or withdrawn by a bidder after submission of Bid/s.

28. Resolution of Disputes:

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

29. Legal Disputes and Jurisdiction of the court:

29.1. 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 tender. 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.

29.2. 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 this tender/contract agreement shall be governed by the laws of India.

D. BID PROCESS

1. Clarification to RFP & Pre-bid Meeting:

- 1.1. Bidder requiring any clarification of the bidding document may notify as per GeM Guidelines and Procedure within the date/time mentioned in the RFP document.
- 1.2. A pre-Bid meeting will be held on the date and time specified in the RFP which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.
- 1.3. The queries received (without identifying source of query) and response of the Bank thereof will be posted at the GeM portal only.
- 1.4. Canara Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether,

on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding document, by amendment which will be made available to the Bidders by way of corrigendum/addendum through GeM Portal. The interested parties/Bidders are advised to check the GeM Portal regularly till the date of submission of Bid document specified in the RFP and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. Canara Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account.

1.5. No request for change in commercial/legal terms and conditions, other than what has been mentioned in the RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.

1.6. Queries received after the scheduled date and time will not be responded/acted upon.

2. Amendment to Bidding Document:

2.1. 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.

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

2.3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for submission of Bids.

3. Bid Preparation and Submission:

3.1. e-Tendering through GeM: This tender will follow e-Tendering guidelines of GeM portal under which the bidding process shall be conducted by the Bank. Bidder shall necessarily register on GeM portal for participating in the bid. Vendors will have to abide by terms and conditions of GeM portal for participating the bidding process.

3.2. No consideration will be given to e-bids received after the date and time stipulated and no extension of time will normally be permitted for submission of e-Bids. Bank reserves the right to accept in part or in full or extend or reject the entire e-bid and cancel the entire tender without assigning any reason thereof at any stage.

3.3. The decision of the bank in regard to this tender shall be final and binding on all the bidders. All disputes or differences in connection with this tender shall be subject to the jurisdiction of the courts at Bengaluru only.

3.4. Bidders may please note:

- 3.4.1. The Bidder should quote for the entire package on a single responsibility basis for hardware / software / services, Software Solution/ services it proposes to supply.
 - 3.4.2. While submitting the Technical Bid, literature on the hardware and its associated operating software, Software Solution/ service should be uploaded.
 - 3.4.3. Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, the bid is liable for rejection.
 - 3.4.4. The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be uploaded.
 - 3.5. Bids are liable to be rejected if only one (i.e. Technical Bid or Price Bid) is received.
 - 3.6. Prices quoted by the Bidder shall remain fixed for the period during the terms of contracts and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
 - 3.7. If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
 - 3.8. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
 - 3.9. The Bidder must provide specific and factual replies to the points raised in the RFP.
 - 3.10. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract and to be uploaded in the portal.
 - 3.11. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder's Company. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature and to be uploaded in the portal.
 - 3.12. Any inter-lineation, erasures or overwriting shall be valid only if these are initialed by the person signing the Bids.
 - 3.13. The Bank reserves the right to reject Bids not conforming to above.
 - 3.14. All the envelopes shall be addressed to the Bank and uploaded online and should have name and address of the Bidder.
- 4. Deadline for submission of Bids:**
- 4.1. Bids must be received at the GeM portal and by the stipulated date and time.

- 4.2. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received upto the appointed time on the next working day.
- 4.3. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted at the portal by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.
- 4.4. Any Bid received after the deadline for submission of Bids prescribed at the portal, will be rejected.

5. Modification and Withdrawal of Bids:

- 5.1. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received at the portal, prior to the deadline prescribed for submission of Bids. However, the rules, terms and conditions of GeM portal in regard to submission of bids shall prevail.
- 5.2. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- 5.3. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form (Annexure-1). Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the bidder.

6. Period of Validity of Bids:

- 6.1. Bids shall remain valid for 180 days from the last date of submission of bids. A Bid valid for a shorter period is liable to be rejected by the Bank as non-responsive.
- 6.2. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.
- 6.3. Once Purchase Order is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected. The Bank reserves the right to call for fresh quotes at any time during the Bid validity period, if considered, necessary.

7. Bid integrity:

- 7.1. Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of Canara Bank. The Bidders shall be deemed to license, and grant all rights to Canara Bank, to reproduce the whole or any portion of their equipment for the purpose of evaluation, to disclose the contents of submission to other Bidders and to disclose and/ or use the contents of submission as the basis for RFP process.

8. Cost of Bid document:

8.1. The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

9. **Contents of bidding document:**

9.1. The Bidder must thoroughly study/analyze and properly understand the contents of this RFP document, its meaning and impact of the information contained therein.

9.2. Failure to furnish all information required in the bidding document or submission of Bid not responsive to the bidding documents in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. Canara Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.

9.3. Nothing in this RFP or any addenda/ corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/ corrigenda or clarifications issued in connection thereto.

9.4. The information provided by the Bidders in response to this RFP will become the property of Canara Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

10. **Earnest Money Deposit (EMD):**

10.1. The Bidder(s) shall furnish, as part of its bid, Bid Security / Earnest Money Deposit in the form of Bank Guarantee issued by a Scheduled Commercial Bank in India, other than Canara bank, to be valid for a period of 6 months from the Last date of submission of Bid Document, together with a claim period of 30 days, in the format enclosed (**Annexure-14**), in favor of Canara Bank for an amount mentioned hereunder:

Particulars of Job to be undertaken	EMD
Selection of Vendor for Development, Implementation, Management and Maintenance of End to End Digital Lending Solution in Canara Bank.	₹6,00,00,000/- (Rupees Six Crore Only)

10.2. 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). SFMS Confirmation shall be submitted along with the EMD document.

10.3. Non-submission of Earnest Money Deposit will lead to outright rejection of the offer.

10.4. The EMD / Bid Security of the Selected Bidders will be discharged upon the Bidder's signing the Contract/SLA (Service Level Agreement) & furnishing the Performance Security in the form of Bank Guarantee for due fulfillment of the performance obligations during the entire warranty period.

- 10.5.** The EMD / Bid Security of Unsuccessful Bidders will be discharged or returned as promptly as possible, on completion of the procurement process, without any interest thereon, but not later than 30 days after the expiration of the period of Bid validity prescribed by the Bank.
- 10.6.** The bid security may be forfeited under the following circumstances:
- 10.6.1.** If a Bidder withdraws its Bid during the period of Bid validity or
- 10.6.2.** If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or The bidder violates any of the provisions of the terms and conditions of this tender specification.
- 10.7.** The Bid security may be forfeited, in case of a successful Bidder, if the Bidder fails:
- 10.7.1.** To accept the purchase order.
- 10.7.2.** Withdraws his tender before furnishing on unconditional and irrevocable Performance Bank Guarantee
- 10.7.3.** To sign the Contract / SLA within the stipulated time in the form and manner to the satisfaction of the Canara Bank or
- 10.7.4.** To furnish Performance Bank Guarantee (PBG) valid till the end of warranty period + grace period within the stipulated time, in the form and manner to the satisfaction of the Canara Bank.
- 10.7.5.** To provide satisfactory services within the stipulated period or fails to comply with any terms of the RFP or purchase order
- 10.8.** The EMD should be submitted as per GeM guidelines and Procedures.

11. Opening of Technical Bids:

- 11.1.** All the technical Bids received up to the specified time and date will be opened online for initial evaluation on the time and date mentioned in the Notice Inviting e-Tender.
- 11.2.** In the first stage, only technical Bid will be opened and evaluated. Proposals of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP, will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for commercial Bid opening and further RFP evaluation process.
- 11.3.** The Bank will examine the Bids to determine whether they are complete, and all documents/annexure(es) stated in the RFP have been submitted, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- 11.4.** Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the bidding document. For purposes of these Clauses, a responsive Bid

is one, which conforms to all the terms and conditions of the bidding document in to without any deviation.

- 11.5. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 11.6. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Software, service, hardware, operating software/firmware proposed to be offered by them.
- 11.7. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

12. Technical Evaluation:

- 12.1. Technical evaluation may include technical information submitted as per technical Bid format, demonstration of proposed product/services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their product. The Bidder will demonstrate/substantiate all claims made in the technical Bid to the satisfaction of the Bank, the capability of the Equipment, Software and Services to support all the required functionalities at their cost in their lab or those at other organizations where similar product is in use.
- 12.2. The Bank reserves the right to evaluate the Bids on technical & functional parameters including factory/workplace visit and witness demos of the system and verify functionalities, response times, etc.
- 12.3. Bank may evaluate the technical and functional specifications of all the equipment quoted by the Bidder.
- 12.4. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No post Bid clarification at the initiative of the Bidder shall be entertained.
- 12.5. The evaluation may also take into account:
 - 12.5.1. The product to be supplied/services offered by the Bidder to any noticeable bank in India. The Bidder should furnish the details.
 - 12.5.2. Does the proposed product handles the projected volumes and offers a proven solution to meet the requirements.
 - 12.5.3. Is the product offered by the Bidder a complete system or does it have integrations with third party solutions.
 - 12.5.4. Upgrade(s) assurance by the Bidder as per requirements of the Bank for the duration of the project.
 - 12.5.5. Capability of the proposed product to meet future requirements outlined in the RFP.
 - 12.5.6. Support on open platforms and product based on latest technology (both hardware, software, operating software/firmware, database).
 - 12.5.7. Bidder support facilities: Support requirement like online support/ email support/ offline support, time period.

12.5.8. Bidder will support the Bank as required in peak days of business (month-end and start of the month) and during switching over process from PR to DR and vice versa.

12.5.9. Bidder should comply with the mandatory requirements as given in Annexure - 3.1 and Annexure - 3.2.

13. MSE (Micro & Small Enterprises)

13.1. As per recommendations of Gol, Bank has decided to waive off EMD for MSE entrepreneurs.

13.2. Exemption from submission of Earnest Money Deposit (EMD) shall be given to bidders who are Micro & Small Enterprises (MSEs) and registered under provisions of the Policy i.e. registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum/Udyam Registration (as applicable) or any other body specified by Ministry of MSME. Bids received without EMD from bidders not having valid NSIC registered documents for exemption will not be considered.

13.3. To qualify for EMD exemption, firms should necessarily enclose a valid copy of registration certificate which is valid on last date of submission of the tender documents. MSE firms who are in the process of obtaining registration will not be considered for EMD exemption. (Traders are excluded who are engaged in trading activity without value addition / branding / packing. In such a case they will have to submit EMD).

13.4. MSE bidder has to submit a self-declaration (Annexure-21) accepting that if they are awarded the contract and they fail to sign the contract or to submit a Performance Bank Guarantee before the deadline defined by the Bank, they will be suspended for a period of three (03) years from being eligible to submit bids for contracts with the Bank.

13.5. Bids received without EMD for bidders not having valid registration documents for exemption will not be considered. However, Performance Bank Guarantee has to be submitted by the bidder under any circumstance.

E. SELECTION OF BIDDER

1. Preliminary Scrutiny:

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

2. Clarification of Offers:

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

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

- 3.1. Bidders are further required to be in preparedness to demonstrate the proposed solution/services by arranging for service delivery walk-through at their own installations/principals/ R&D labs duly meeting the specific requirements/issues raised by the Bank.
- 3.2. Setting of evaluation criteria for demonstrations shall be entirely at the discretion of the Bank. The decision of Bank in this regard shall be final and in this regard, no correspondence shall be entertained.
- 3.3. 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.

4. Normalization of Bids

- 4.1. The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that, shortlisted bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that, any of the Bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion request all the technically shortlisted bidders to re-submit the technical and Commercial Bids once again for scrutiny. The resubmissions can be requested by the Bank in the following manner;

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

OR

4.1.2. Revised submissions of the entire bid in the whole

4.2. The Bank can repeat this normalization process at every stage of bid submission till Bank is satisfied. The shortlisted bidders agree that, they have no reservation or objection to the normalization process and all the technically shortlisted bidders will, by responding to this GeM bid, agree to participate in the normalization process and extend their co-operation to the Bank during this process.

4.3. The shortlisted bidders, by submitting the response to this GeM bid, agree to the process and conditions of the normalization process.

5. Proposal Ownership:

5.1. The proposal and all supporting documentation submitted by the bidder shall become the property of the Bank. As the bidder's proposal is central to the evaluation and selection process, it is important that, the bidder carefully prepares the proposal as per the prescribed format only. 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 GeM bid shall form integral part of the GeM bid.

6. Evaluation of Price Bids and Finalization:

6.1. The envelope containing the Commercial Bids of only those Bidders, who are short-listed after technical evaluation, would be opened.

6.2. Successful Bidder will be selected on the basis of Techno Commercial evaluation (70% weightage for technical evaluation and 30% weightage for commercial evaluation).

7. Basis of Allotment:

7.1. Bank will follow the guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) issued vide Central Vigilance Commission Order No. 018/VGL/022-377353 dated April 20, 2018 and basis of allotment will be done in terms of instructions on Public Procurement (Preference to Make In India), Order, 2017 - Revision; regarding issued vide GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion letter No. P-45021/2/2017(BE-II) dated Sept16, 2020.

7.1.1. 'Local supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum 50% local content.

7.1.2. 'Local content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

8. Verification of local content:

8.1. For same, Bidder to upload a certificate as per Annexure-13 from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other

than companies) giving the percentage of local content, on their letter head with Registration Number and seal, countersigned by bidder.

8.2. Decisions on complaints relating to implementation of the above shall be taken by the competent authority which is empowered to look into procurement related complaints relating to the procuring entity.

8.3. Detailed Guidelines on Purchase Preference shall be as per Annexure-24.

9. Contacting the Bank:

No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Price Bid to the time, the Contract is awarded.

Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

10. Award Criteria:

10.1. Bank will notify successful Bidder in writing by letter or email that its Bid has been accepted. The Selected Bidder has to return the duplicate copy of the same to the Bank within 2 **working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

10.2. The notification of award will constitute the formation of the Contract.

10.3. Until the execution of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder(s).

10.4. The successful bidder shall be required to enter into a Bank's Standard contract/ SLA Service Level Agreement with the Bank, within 30 days from the date of issuance of Purchase Order or within such extended period as may be decided by the Bank along with the letter of acceptance, Non-Disclosure Agreement, Performance Bank Guarantee for the amount and validity as mentioned in the RFP strictly on the lines of format given at Annexure-8 and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof. The contract/ agreement will be based on Bidders' offer document with all its enclosures, modifications arising out of negotiation /clarifications etc. and will include SLA, project plan - phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc.

10.5. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.

10.6. The Bank reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.

10.7. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or PBG.

11. Powers to Vary or Omit Work:

11.1. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by

the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

11.2. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

11.3. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Bank shall prevail.

12. No Waiver of Bank Rights or Successful Bidder's Liability:

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

13. Contract Amendments:

13.1. No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by both the parties.

14. Bank's Right to Accept Any Bid and to Reject Any or All Bids:

14.1. The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award,

without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

15. Documentary Evidence Establishing Bidder's Eligibility and Qualifications:

15.1. Documentary evidence establishing bidder's eligibility and qualifications is required -

- 15.1.1. In case of a Bidder offering to supply products and/or services mentioned in the scope of work.
- 15.1.2. that adequate, specialized expertise are available with the Bidder to ensure that the services are responsive and the Bidder will assume total responsibility for the fault-free operation of the services proposed during the contract period.

F. GENERAL CONDITIONS

1. Performance Bank Guarantee:

- 1.1. The Selected bidder, within 15 days from the date of Purchase Order will have to furnish a Performance Bank Guarantee as per Annexure-8, issued by any scheduled commercial bank (other than Canara Bank) equivalent to 3% of the total project cost valid for 62 months (60 months + a claim period of 2 months). Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.
- 1.2. The Performance Bank Guarantee shall act as a security deposit and either in case the selected bidder is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.
- 1.3. Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the selected bidder is not able to fulfill any and all conditions specified in the document or is unable to complete the project within the stipulated time. This is independent of the LD (Liquidity Damage).
- 1.4. In case the contract is getting extended, the selected bidder shall get the Performance Bank Guarantee extended for the same period with additional 2 months of claim period.
- 1.5. 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 value of the order (Exclusive of Taxes) 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 (Exclusive of Taxes).
- 1.6. 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.

2. Country of Origin / Eligibility of Goods & Services:

- 2.1. All equipment and components thereof to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.
- 2.2. For purposes of this clause, "origin" means the place where the goods are mined, grown, or manufactured or produced, or the place from which the related product is supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3. Services:

- 3.1. All professional services necessary to successfully implement the proposed 'Digital Lending Solution' will be part of the RFP/contract. These services include, but are not limited to, Project Management, Training, Deployment methodologies etc.

- 3.2. The Bidder should also submit as part of technical Bid an overview of Project Management approach of the proposed product.
 - 3.3. Bidder should ensure that vendor's key personnel with relevant skill- sets are available to the Bank.
 - 3.4. Bidder should ensure that the quality of methodologies for delivering the products and services, adhere to quality standards/timelines stipulated therefor.
 - 3.5. Bidder shall be willing to transfer skills to relevant personnel from the Bank, by means of training and documentation.
 - 3.6. Bidder shall provide and implement patches/ upgrades/ updates for products (Software/ Firmware/ OS/hardware/ software/ Operating System / Middleware etc) as and when released by the Vendor/ OEM or as per requirements of the Bank without any additional cost. Bidder should bring to notice of the Bank all releases/ version changes.
 - 3.7. Bidder shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Bidder has to support older versions of the hardware/ software/ Operating System/OS/firmware/Middleware etc. in case the Bank chooses not to upgrade to latest version.
 - 3.8. Bidder shall provide legally valid firmware/software solution. The detailed information on license count and type of license should also be provided to the Bank.
 - 3.9. The Bidder shall keep the Bank explicitly informed the end of support dates on related products/hardware/firmware/Software and should ensure support during warranty and AMC.
 - 3.10. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.
 - 3.11. The Bidder shall be agreeable for on-call/on-site support during peak weeks (last and first week of each month) and at the time of switching over from DC to DR and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period.
 - 3.12. Bidder support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.
 - 3.13. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.
4. **Compliance with IS Security Policy:**

The Vendor shall have to comply with Bank's IT & IS Security policy in key concern areas relevant to the RFP, details of which will be shared with the finally selected Bidder. Some of the key areas are as under:

- 4.1. Responsibilities for data and application privacy and confidentiality.
- 4.2. Responsibilities on system and software access control and administration.
- 4.3. Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor
- 4.4. Physical Security of the facilities.

- 4.5. Physical and logical separation from other customers of the Vendor.
- 4.6. Incident response and reporting procedures.
- 4.7. Password Policy of the Bank.
- 4.8. Data Encryption/Protection requirements of the Bank.
- 4.9. In general, confidentiality, integrity and availability must be ensured.
- 4.10. All data are confidential and should not be disclosed to any external parties ever.
- 4.11. At the end of the project, after sharing all the Bank's data with the Bank, all the bank's data must be completely erased by using tools like disk eraser by the vendor. The vendor and its deployed resources should certify and confirm the Bank that all data associated with the project has been deleted from their laptops/PCs/email/cloud drives etc. Whatever data the consultancy firm is having in their hard disk etc. related to the project, the same should be destroyed or returned to the Bank. At the end of the project the consultancy firm to confirm that they are not having any data on account of this project. If the Bank requires the services of the Consultancy firm after project is completed, the Bank shall share the required data with the firm. Office copies of the papers delivered to the Bank may be retained, subject to confidentiality obligation and should be destroyed within a reasonable period.

Vendor to meticulously follow following control measures -

SN	Controls to be implemented	Mandatory	Compliance (Yes/No)
1	Whether the 3 rd party has Information security policy in place with periodic reviews?	Y	
2	Whether the 3 rd party have operational processes with periodic review, including but not limited to: <ul style="list-style-type: none"> • Business Continuity Management • Backup management • Desktop/system/server/network device hardening with baseline controls • Patch Management • Port Management • Media Movement • Log Management • Personnel Security • Physical Security • Internal security assessment processes 	Y	
3	Whether a proper documented change management process has been instituted by the 3 rd party?	Y	
4	Whether the 3 rd party has a documented policy and process of Incident management /response?	Y	
5	Whether the 3 rd party's environment is suitably protected from external threats by way of firewall, WAF, IDS/IPS, AD, AV, NAC, DLP etc ?	Y	
6	Whether rules are implemented on Firewalls of the 3 rd party environment as per an approved process?	Y	
7	Whether firewall rule position is regularly monitored	Y	

SN	Controls to be implemented	Mandatory	Compliance (Yes/No)
	for presence of any vulnerable open port or any-any rule?		
8	Whether proper log generation, storage, management and analysis happens for the 3 rd party application?	Y	
9	Is the 3 rd party maintaining all Web, application, DB, Configuration and user access logs for forensic readiness?	Y	
10	Whether the 3 rd party maintains logs for privileged access to their critical systems?	Y	
11	Whether privilege access to the 3 rd party environment is permitted from internet?	Y	
12	Whether the 3 rd party has captive SOC or Managed Service SOC for monitoring their systems and operations?	Y	
13	Whether the 3 rd party environment is segregated into militarized zone (MZ) and demilitarized zone (DMZ) separated by Firewall, where any access from an external entity is permitted through DMZ only?	Y	
14	Whether 3 rd party has deployed secure production, disaster recovery and testing environments for their application?	Y	
15	Whether the 3 rd party follows the best practices of creation of separate network zones (VLAN Segments) for Web, App, DB and different zones for critical applications, non-critical applications, UAT etc. ?	Y	
16	Whether Internet access is permitted on internal servers, database servers etc?	Y	
17	Whether the 3 rd party has deployed a dedicated information security team independent of IT, reporting directly to MD/CIO for conducting security related functions & operations?	Y	
18	Whether CERTIN Empaneled ISSPs are engaged by the third party for ensuring security posture of their application?	Y	
19	Whether quarterly vulnerability assessment and penetration testing is being done by the 3 rd party for their infrastructure?	Y	
20	Whether suitable Security certifications (ISO, PCI-DSS etc.) of the security posture at vendor environment are in place?	Y	
21	Whether the 3 rd party has deployed any open source or free software in their environment? If yes, whether security review has been done for such software?	Y	
22	Whether the data shared with the 3 rd party is owned by Canara Bank (Canara Bank = Information Owner)?	Y	
23	Whether the data shared with the 3 rd party is of sensitive nature?	Y	
24	Whether the requirement and the data fields to be stored by the 3 rd party is approved by Information Owner?	Y	
25	Where shared, whether the bare minimum data only is being shared? (Please document the NEED for	Y	

SN	Controls to be implemented	Mandatory	Compliance (Yes/No)
	sharing every data field)		
26	Whether the data to be shared with 3 rd party will be encrypted as per industry best standards with robust key management?	Y	
27	Whether the 3 rd party is required to store the data owned by Canara Bank?	Y	
28	Whether any data which is permitted to be stored by the 3 rd party will be completely erased after processing by the 3 rd party at their end?	Y	
29	Whether the data shared with the 3 rd party is stored with encryption?	Y	
30	Whether the data storage technology (Servers /Public Cloud/ Tapes etc.) has been appropriately reviewed by IT AO?	Y	
31	Whether the 3 rd party is required to share Canara Bank specific data to any other party for any purpose?	Y	
32	Whether a system of obtaining approval by the 3 rd party from the IT Application Owner is put in place before carrying out any changes?	Y	
33	Whether 3 rd party is permitted to take any crucial decisions on behalf of Canara Bank without written approval from IT Application Owner? If not, are such instances being monitored? IT Application Owner to describe the system of monitoring such instances.	Y	
34	Whether Application Owner has verified that the 3 rd party has implemented efficient and sufficient preventive controls to protect Canara Bank's interests against any damage under section 43 of IT Act?	Y	
35	Whether the selection criteria for awarding the work to 3 rd party vendor is based on the quality of service?	Y	
36	Whether the SLA/agreement between Canara Bank and the 3 rd party contains these clauses? <ul style="list-style-type: none"> • Right to Audit to Canara Bank with scope defined • Adherence by the vendor to Canara Bank Information Security requirements including regular reviews, change management, port management, patch management, backup management, access management, log management etc. • Right to recall data by Canara Bank. • Regulatory and Statutory compliance at vendor site. Special emphasis on section 43A of IT Act 2000 apart from others. • Availability of Compensation clause in case of any data breach or incident resulting into any type of loss to Canara Bank, due to vendor negligence. • No Sharing of data with any third party without explicit written permission from competent Information Owner of the Bank including the Law Enforcement Agencies. 	Y	
37	Whether the residual risk has been covered by transferring the technology risk to Legal risk by	Y	

SN	Controls to be implemented	Mandatory	Compliance (Yes/No)
	incorporating suitable legal terms in SLA		

5. Penalty/SLA conditions:

As mentioned in Annexure-9 of this RFP.

6. Right to Verification:

The Bank reserves the right to verify any or all of the statements made by the Bidder in the tender document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job.

7. Purchase Price:

- 7.1. Total Cost of Ownership (TCO) has to be quoted in the Commercial Bid.
- 7.2. Bidders should ensure that exchange rate fluctuations, changes in import duty/other taxes should not affect the rupee value of commercial Bid over the validity period defined in this RFP.
- 7.3. The order will be placed for total Cost of End to End Digital Lending Solution for 3 Years.
- 7.4. The applicable TDS will be deducted at the time of payment of invoices.
- 7.5. Terms of payment are given in Payment Terms. Selected bidder must have an account with the Canara Bank or any other Bank and payment for all deliverables shall be credited to the account of the Successful Bidder(s) / Vendor(s).
- 7.6. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges, etc.
- 7.7. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty, GST etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.
- 7.8. The Bank reserves the right to re-negotiate the prices in the event of change in the international market prices of both the hardware and software.

8. Inspection and Quality Control Tests:

The Bank reserves the right to carry out inspection by a team of Bank officials or demand a demonstration of the services on a representative model at Bidder's place.

9. Inspection of Records:

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

10. Negligence:

10.1. 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.

11. Assignment:

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

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

12. Publicity:

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

13. Validity of Agreement:

The Agreement/ SLA will be valid for the period of Five(05) years which can be extended upto two (02) years, solely at the discretion of the Bank. The Bank reserves the right to terminate the Agreement as per the terms of RFP.

14. Limitation of liability:

14.1. For breach of any obligation mentioned in this RFP and/or respective Agreements, subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total Cost of the Project. Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.

14.2. The limitations set forth herein shall not apply with respect to:

14.2.1. Claims that are the subject of indemnification pursuant to IPR infringement,

14.2.2. Damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider,

14.2.3. Damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,

14.2.4. When a dispute is settled by the Court of Law in India.

- 14.2.5. Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

15. Confidentiality:

- 15.1. Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the Bank relating to its business practices and their competitive position in the market place provided to the selected Bidder by the Bank in connection with the performance of obligations of Bidder under the purchase order to be issued, in part or complete shall be considered to be confidential and proprietary information (“Confidential Information”) and shall not be disclosed to any third party/published without the written approval of the Bank.
- 15.2. The Confidential Information will be safeguarded and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, Bank shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.
- 15.3. Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor’s performance under the Contract, if so required by the Bank.

16. Delay in the Vendor’s Performance:

- 16.1. Installation, Commissioning and performance of Digital Lending shall be made by the Vendor within the timelines prescribed in the RFP.
- 16.2. If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the Products and performance of Services, the Vendor shall promptly notify the Bank in writing of the fact of the delay, it’s likely duration and cause(s). As soon as practicable after receipt of the Vendor’s notice, the Bank shall evaluate the situation and may, at its discretion, extend the Vendors’ time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- 16.3. Any delay in performing the obligation/ defect in performance by the supplier may result in imposition of penalty, liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract (as laid down elsewhere in this RFP document).

17. Vendor’s obligations:

- 17.1. The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

- 17.2. The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the consumables & supplies under End to End Digital Lending Solution to the location where installation is to be done. The Bank would only provide necessary letters for enabling procurement of the same.
- 17.3. The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- 17.4. The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- 17.5. The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors.
- 17.6. Vendor shall provide necessary training to the designated Canara Bank officials on the configuration, operation/ functionalities, maintenance, support & administration for software/ hardware and components, troubleshooting processes of the proposed solution.
- 17.7. The Vendor shall treat as confidential all data and information about Canara Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in Annexure-10 of this document.

18. Technical Documentation:

- 18.1. The Vendor shall deliver the following documents to the Bank for every firmware/software including third party software before software/ service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/ CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc.
- 18.2. The vendor shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable.
- 18.3. The Vendor should also provide the MIS reports as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by the Vendor to the Bank, free of cost in timely manner. The vendor shall develop customized documentation as per Bank's requirement, if desired by the Bank.

19. Patent Rights/Intellectual Property Rights:

- 19.1. 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.
- 19.2. 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.
- 19.3. The Intellectual Property Rights for the solution including source code will be owned by the Bank. Any update or upgrade to source code by way of change requests or otherwise shall be informed and made available to the Bank. The same shall be deemed to be a part of the solution.
- 19.4. 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.
- 19.5. 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.

20. Confidentiality and Non-Disclosure:

- 20.1. 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-11.

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

21. Mean Time Between Failures (MTBF):

If during the warranty period and AMC period [If contracted], any hardware and/or software items fails on three 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.

22. Documents, Standard Operating Procedures and Manuals:

All related documents, manuals, Standard Operating Procedures (SOPs), best practice documents and information furnished by the bidder shall become the property of the Bank.

23. Security:

- 23.1. The Bidder has to use standard procedures like hardening, dedicated configuration in order to comply security standards including cyber security.
- 23.2. The Bank will not provide any remote session and direct internet connectivity to the equipment in terms of support which may leads to the vulnerability of the system.
- 23.3. The Bank may conduct security audit in the proposed solution after complete implementation.
- 23.4. The Bidder has to do necessary changes in the configuration directed by security team of the bank after security audits like VAPT, Code Audit, RBI Audit etc. without disturbing the production and existing backed up copies.
- 23.5. The Bidder has to follow the industry best practices in Configuration of Operating System and other Software.
- 23.6. Any kind of change like update, upgrades etc. in the system after complete installation will not lead into any commercial during contract tenure.
- 23.7. Bidder should take adequate security measures to ensure confidentiality, integrity and availability of the information.
- 23.8. Bidders are liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT/Information Security / Cyber Security Policy.
- 23.9. The selected bidder will have to establish all the necessary procedures/infrastructure/technology /personnel to ensure the Information System Security as per the guidelines prescribed by RBI and the policies of the Bank.

24. Confidentiality and Secrecy:

- 24.1. The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is

received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

24.2. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.

24.3. The bidder/selected bidder must undertake that they shall hold in trust any Information received by them under the Contract/Service Level Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:

24.3.1. To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;

24.3.2. To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;

24.3.3. To restrict access and disclosure of Information to such of their employees, agents, strictly on a “need to know” basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and

24.3.4. To treat all Information as Confidential Information.

24.3.5. The selected service provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the Canara Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the Canara Bank and shall be considered to be confidential and proprietary information (“Confidential Information”), solely of the Canara Bank and shall not be used/disclosed to anybody in any manner except with the written consent of The Canara Bank.

24.3.6. The selected service provider shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the Canara Bank. The Confidential Information will be safeguarded and the selected service provider will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.

24.3.7. Conflict of interest: The Vendor shall disclose to Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder’s team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

24.3.8. The successful Bidder is required to execute a Non-Disclosure Agreement to the bank as per bank’s format before or at the time of execution of the Service Level Agreement.

25. Fraud & Corrupt Practices:

- 25.1. 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:
- 25.2. “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

“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.

- 25.3. 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.
- 25.4. 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.
- 25.5. 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.
- 25.6. 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.
- 25.7. Theselected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time.

26. Termination for Default:

- 26.1. The Bank, without prejudice to any other remedy for breach of contract, shall have the right to terminate the contract in whole or part, at any time by giving a written notice of 30 days to the Service Provider, if Service Provider fails to deliver any or all of the deliverables within the period(s) specified in this Agreement, or within any extension thereof granted by the Bank pursuant to conditions of Agreement or if service provider fails to perform any other obligation(s) and/or breach any of terms and conditions of the RFP/Agreement provided a cure period of not less than 60 days (term) is given to service provider to rectify the defects.
- 26.2. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the Vendor, the Bank may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those

undelivered, and the Vendor shall be liable to the Bank for any increase in cost for such similar Products and/or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.

- 26.3. If the contract is terminated under any termination clause, the vendor shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- 26.4. During the transition, the vendor shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.
- 26.5. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.
- 26.6. In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of as provided Annexure-9 in RFP on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee.

27. Force Majeure:

- 27.1. Notwithstanding the provisions of terms and conditions contained in this RFP, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if any, and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 27.2. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, pandemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Vendor and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- 27.3. If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

28. Responsibilities of the bidder:

By submitting a signed bid/response to this GeM bid the bidder certifies that:

- 28.1. The bidder has arrived at the prices in its bid without agreement with any other bidder of this GeM bid for the purpose of restricting competition.
- 28.2. The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this GeM bid.
- 28.3. No attempt by the bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- 28.4. 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.
- 28.5. 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 GeM bid. The bidder represents that all software and hardware to be supplied in response to this GeM bid 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 GeM bid 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 GeM bid, 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 GeM bid 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 GeM bid, the Bank expects the bidder to fulfill all the terms and conditions of this GeM bid.

29. Indemnity:

- 29.1. 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:
- 29.2. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;
- 29.3. Any contravention or non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;
- 29.4. The bidder shall indemnify and protect 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 Cards and other deliverables supplied by them.

- 29.4.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
- 29.4.2. The limits specified 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 of damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.
- 29.4.3. 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.

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

30. Termination for Insolvency:

The Bank may, at any time, terminate the Contract without notice to the Vendor, if the Vendor becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

31. Termination for Convenience:

The Bank, by written notice of not less than 60 (Sixty) days sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

32. Disputes/Arbitration [applicable in case of successful Bidder only]:

32.1. All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, either party (Canara Bank or Vendor), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and arbitration would be held as per the Arbitration and Conciliation Act, 1996, as amended from time to time. Any appeal will be subject to the exclusive jurisdiction of courts at Bengaluru.

32.2. The Vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

32.3. Arbitration proceeding shall be held at Bengaluru, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

33. Governing Language:

The governing language shall be English.

34. Applicable Law:

The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at Bengaluru.

35. Taxes and Duties:

35.1. The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Vendor shall include all such taxes in the contract price.

35.2. Prices quoted should be inclusive of all Taxes including GST.

35.3. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

35.4. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.

35.5. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the Vendor.

35.6. Bank is not assessed for any tax relating to the purchase of equipment. Consequently, any claim from local or central govt. against the Bank relating to tax for these purchases etc. shall have to be defended/settled by the Vendor. In case of failure to do so, Bank reserves the right to make the payment demanded by the authorities and adjust it from payments due to Vendor. It shall be Vendor's responsibility to comply with local/ central tax requirements/ laws. Bank on its part shall not withhold providing any document that may be required under the law.

36. Tax deduction at Source:

36.1. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time

being in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

36.2. The Vendor's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Vendor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

37. Inspection & Audit

37.1. Successful Bidder shall be subject to annual audit by internal/external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and Successful Bidder shall submit such certification by such Auditors to the Bank. Successful Bidder and or his / their outsourced agents / sub - contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Successful Bidder. Successful Bidder shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Successful Bidder before such audit and same shall be conducted during normal business hours.

37.2. Where any Deficiency has been observed during audit of Successful Bidder on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Successful Bidder shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the Deficiencies. It is also agreed that Successful Bidder shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such Deficiencies observed.

37.3. Whenever required by the Bank, Successful Bidder shall furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information / audit reports on financial and security reviews with their findings undertaken by Successful Bidder. However, Successful Bidder shall not be obligated to provide records/ data not related to Services under the Agreement (e.g. internal cost breakup etc.).

38. Right to use defective product:

If after delivery, acceptance and installation and within the warranty period, the operation or use of the product is found to be unsatisfactory, the Bank shall have the right to continue to operate or use such product until rectification of defects, errors or omissions by partial or complete replacement is made without interfering with the Bank's operation.

39. Notices:

Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by email(designated) and confirmed in writing to other Party's address. The notice shall be effective when delivered or on the notice's effective date whichever is later.

40. Other terms and conditions:

40.1. Selected Bidder's Obligations:

- 40.1.1. The Bidder is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles, and exercising all means available to achieve the performance specified in Contract.
- 40.1.2. The bidder will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation consumables and supplies under End to End Digital Lending Solution to the location where service is to be done. The Bank would only provide necessary letters for enabling procurement of the same.
- 40.1.3. The Bidder is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.
- 40.1.4. The Bidder will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence.
- 40.1.5. The Bidder is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.
- 40.1.6. The Selected bidder(s) and its sub-contractors (in case allowed) shall be responsible for compliance with all laws, rules, regulations, orders, notifications, and directions applicable in respect of its personnel (including, but not limited to, the Contract Labour (Prohibition and Regulation) Act 1986, the Payment of Bonuses Act 1965, the Minimum Wages Act 1948, the Employees' Provident Fund Act 1952, and the Workmen's Compensation Act 1923,) and shall maintain all proper records, including, but not limited to, accounting records required under the Applicable Laws, or any code, practice or corporate policy applicable to it from time to time.
- 40.1.7. The Selected Bidder(s) shall keep the Bank indemnified against all claims, actions, loss, damages,, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Successful Bidder's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in the SLA; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Successful Bidder. Successful Bidder's shall make good the loss suffered by the Bank.
- 40.1.8. Successful Bidder shall undertake the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of software/ hardware/

deliverables within reasonable time. The Bank shall report as far as possible all material defects to Successful Bidder without undue delay. Successful Bidder shall also undertake to co-operate with other service providers thereby ensuring expected performance covered under scope of work.

40.1.9. Selected Bidder shall arrange and ensure proper data recovery mechanism, attrition plan and other contingency plans to meet any unexpected obstruction to Selected Bidder or any employees or sub-contractors (if allowed) of Selected Bidder in rendering the Services or any part of the same under the SLA. Selected Bidder at Banks discretion shall co-operate with the Bank in case on any contingency.

40.1.10. Selected Bidder shall train designated Bank officials on the configuration, operation/ functionalities, maintenance, support & administration for software, application architecture and components, installation, troubleshooting processes of the proposed Services as mentioned in this RFP.

41. No Legal Relationship:

No binding legal relationship will exist between any of the Recipients / Respondents and Bank until execution of a contractual agreement.

42. Errors and Omissions:

Each Recipient should notify Bank of any error, omission, or discrepancy found in this RFP document in the form of pre-bid queries within time as given in Bid control sheet.

43. No Commitment to Accept Lowest Bid or Any Bid

Canara Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. Canara Bank reserves the right to make any changes in the terms and conditions of purchase. Canara Bank will not be obliged to meet and have discussions with any vendor, and or to listen to any representations.

44. Authorized Signatory

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by person who is duly authorized by the Board of Directors / Competent Authority of the bidder or having Power of Attorney.

The bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board, authenticated by Company Secretary along with Power of Attorney duly stamped, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond. **The bidder shall furnish proof of signature identification for above purposes as required by the Bank.**

45. Adoption of Integrity Pact

Canara Bank has adopted practice of Integrity Pact (IP) as per CVC guidelines.

The Integrity Pact essentially envisages an agreement between the prospective vendors / bidders / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would

be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

- 45.1. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- 45.2. Principal to treat all bidders with equity and reason.
- 45.3. Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally.
- 45.4. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- 45.5. Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- 45.6. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- 45.7. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warranty/guarantee. Format of IP is attached as **Annexure-11** for strict compliance.

The Independent External Monitors (IEMs) have been appointed by Canara Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

All pages of Integrity Pact (IP) must be signed and stamped. Integrity Pact (IP) should be deposited with the Department undertaken procurement at the address mentioned along with RFP document.

The Name and Contact details of the Independent External Monitors (IEMs) nominated by the Bank are as under:

Sri Rakesh Jain Email: rakeshjain18@hotmail.com	Sri D R S Chaudhary Email: dilip.chaudhary@gmail.com
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46. Amendments to the Purchase Order:

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

47. Amendments to the Agreement:

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

48. Modification/Cancellation of GeM bid:

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.

49. Social Media Policy:

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

49.2. The following acts on the part of personnel of the bank or the contractors and third parties shall be construed as violation of social media policy:

49.2.1. Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.

49.2.2. 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.

50. Restriction on Procurement due to National Security:

Order No: F.No 6/18/2019-PPD dated: 23-July-2020 from Department of Expenditure, Ministry of Finance, mentions that any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) **only if** the bidder is registered with the Competent Authority as specified in the order.

“Bidder from a country which shares a land border with India” for the purpose of the order means-

- (a) An entity incorporated, established or registered in such a country; or
- (b) A subsidiary of an entity incorporated, established or registered in such a country;
or
- (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (d) An entity whose beneficial owner is situated in such a country; or
- (e) An Indian (or other) agent of such an entity; or
- (f) A natural person who is a citizen of such a country; or
- (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

The above mentioned order shall be applicable to this tender. The bidder shall carefully go through the above mentioned order and ensure its eligibility in accordance to the same. Bidder should refer to above mentioned order for clarification over definitions and clauses (as applicable).

The bidder shall submit a Self-Declaration regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India” as per the format given in **Annexure-25**.

51. Hiring of existing Ex/Retired Employees of the Bank:

Bidder or any of its subcontractor(s) shall not hire any of the existing/ex/retired employees of the bank during the contract period or after the closure/ termination of contract even if existing/ ex/retired employee actively seek employment from the Bidder or any of its subcontractor(s). The period / duration after the date of resignation/ retirement/ termination after which the existing/ ex/ retired employee shall be eligible for taking up such employment shall be governed by regulatory guidelines/HR policies of the Bank.

52. Submission of Business Continuity Plan(BCP):

- 57.1. Successful Bidder(s) should have an approved and signed Business Continuity Plan (BCP) in place and should provide the detailed documentation for Business Continuity Plan approved and signed by the competent authority. The BCP should contain recovery time objectives and resumption operating capacities. Escalation, activation and crisis management procedures shall be clearly defined.
- 57.2. Successful Bidder(s) should regularly test its BCP plans to validate the feasibility of the recovery time objectives and resumption operating capacities. Successful Bidder(s) shall notify the Bank of any test finding that may affect the Successful Bidder’s performance.
- 57.3. Successful Bidder(s) shall notify the Bank of any significant changes in the BCP and of any adverse developments that could significantly impact the service provided to the Bank.
- 57.4. Successful Bidder(s) shall submit a quarterly report / declaration covering the above aspects.

Deputy General Manager

Annexure-1

Bid Form

[On Company's letter head]

Ref. No.:

Date:

To,

The Deputy General Manager
Canara Bank,
Procurement & Vendor Payments Section,
Digital Banking Services Wing,
Head Office Annexe - (K G Road),
2nd Floor, Devanga Towers, K G Road, Bengaluru - 560 009

Dear Sir,

SUB: RFP for _____.

Ref: RFP No. ____/____ dated _____.

We have examined the above mentioned tender document including all annexures the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/modifications/amendments, if any, furnished by the Bank and 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.

The undersigned is authorized to sign on behalf of the Bidder Company and the necessary supporting documents delegating this authority is enclosed to this letter.

If our offer is accepted, we undertake to complete the formalities of deliverables as per RFP for Software/Hardware/Solution/Services as per timelines mentioned in the RFP for each ordered locations.

If our offer is accepted, we undertake to provide Technical consultancy / Service support / Guidance for the items/solution supplied as per the above referred RFP, during contract period. We enclose a Demand Draft /Bank Guarantee in lieu of EMD as per RFP in favor of Canara Bank as EMD or Exemption certificate in lieu of EMD.

We agree to abide by this offer till 180 days from the last date of submission of bids and for such further period as mutually agreed between the bank and successful bidder, and agreed to in writing by the bidder. We also agree to keep the Earnest Money Deposit/Bank Guarantee in lieu of EMD during the entire validity period of the tender. However, if we withdraw our offer within the said validity period, you shall have the right to forfeit the EMD/invoke the Bank Guarantee in lieu of EMD, without reference to us. We agree to abide by and fulfil all the terms and conditions of the tender and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in tender together with the return acceptance of the contract.

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

We 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.

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

All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process. Bank reserves the right to verify /evaluate the claims made by the Bidder independently.

We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

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

Date :

Signature with seal

Name:

Designation:

Annexure-2

Eligibility Criteria

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected. Bidders who do not fulfill any of the below criteria need not apply. Bidders who are capable of PAN India mass deployment and can start deployment quickly with full functionalities need only apply.

--

Sl. No.	Eligibility Criteria	Documents to be submitted for Eligibility Criteria Compliance	Bidder's Response and Documents Submitted
1.	<p>The Company operating should be legally compliant company established in India for last 5 years as on date of this GeM bid and can be:</p> <p>a. A partnership firm or a Limited Liability Partnership duly registered under the Limited Liability Partnership Act, 2008. (OR)</p> <p>b. Company duly registered in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013.</p>	<p>Copy of Certificate of LLP registration. (OR) Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company or Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies.</p>	
2.	<p>The Bidder has to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.</p>	<p>Letter of confirmation (self-certified letter signed by authorized official of the bidder)</p>	
3.	<p>The Bidder (including its OEM, if any) should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 16-09-2020.</p>	<p>Certificate of local content to be submitted as per Annexure-9 or Annexure-10 as applicable.</p>	

Sl. No.	Eligibility Criteria	Documents to be submitted for Eligibility Criteria Compliance	Bidder's Response and Documents Submitted
4.	<p>The Bidder should have a turnover of Rs. 200 Crores or more for each year during the last three financial years [i.e., 2019-20, 2020-21 and 2021-22]. This must be the individual company turnover and not of any group of companies.</p> <p>For MSE the turnover is relaxed to minimum Rs 100 Cr only.</p>	<p>Bidder has to submit copies of audited Balance Sheets for last 3 Years [i.e. 2019-20, 2020-21 and 2021-22].</p> <p>AND</p> <p>Bidder must produce a certificate from the Company's Chartered Accountant to this effect.</p> <p>The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number.</p>	
5.	<p>The Bidder should have Positive Net Worth as on 31/03/2021.</p>	<p>The Bidder must produce a certificate from the Company's Chartered Accountant to this effect.</p> <p>The documents certified by Chartered Accountants should mandatorily contain UDIN.</p>	
6.	<p>The Bidder shall be the Original Equipment Manufacturer (OEM)/Original Software Developer (OSD)/Original Software Owner (OSO) of the proposed Software/Hardware/Solution.</p> <p>(OR)</p> <p>An authorized dealer / System Integrator</p>	<p>If the applicant is a OEM/OSD/OSO, an Undertaking Letter has to submitted to this effect.</p> <p>If the bidder is an Authorized Dealer, an Authorization letter from their OEM and OSD/OSO to deal/market their product in India and it should be valid for a minimum period of Six years from the date of RFP.</p> <p>The OEM authorization letter to confirm their willingness to enter Tri-Partite Agreement as per terms of the bank.</p>	
7.	<p>The proposed End-to-End Digital lending Software Solution [comprising of atleast two of either Retail, MSME or Agriculture modules] should have been implemented [not necessarily by the bidder] and in production in at least One Scheduled Commercial Bank having minimum 1000 branches/ at least Two NBFCs in India as on date of RFP.</p>	<p>The Bidder has to provide reference Letter along with Purchase Order copy duly mentioning the solution name to this effect.</p>	

Sl. No.	Eligibility Criteria	Documents to be submitted for Eligibility Criteria Compliance	Bidder's Response and Documents Submitted
8.	<p>Client references and contact details (email/landline/mobile) of customers for whom the Bidder has executed similar Solution with (Start and End Date of the Project to be mentioned) in the past. Atleast 3 client references are required covering following mandatory requirement:</p> <ul style="list-style-type: none"> i. Should have implemented Digital Lending Solution in atleast one Scheduled Commercial Bank having minimum 1000 branches/ at least Two NBFCs in India as on date of RFP. ii. Should have worked on Data Processing or similar assignment with atleast 2-3 Indian Scheduled Commercial Banks, iii. Should have experience of onboarding of customers in India. iv. Proven capability of processing financial data at scale. 	<p>The Bidder has to provide reference Letter in their name along with Purchase Order copy duly mentioning the solution name to this effect.</p>	
9.	<p>Bidder Company Should not have been blacklisted by any PSU or Government Department or Regulatory or Statutory body in India as on date of publishing this RFP.</p>	<p>Self-Declaration from the Bidder signed by Authorized Signatory.</p>	
10.	<p>The Bidder should not be from a country which shares a land border with India unless the bidder is registered with the Competent Authority (as detailed in Office Memorandum-F.No.6/18/2019-PPD of Dept. of Expenditure, Ministry of Finance). Bidder from a country which shares a land border with India means:</p>	<p>A declaration stating " We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country or; if from such a country, have been registered with the Competent Authority (copy attached). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered." to</p>	

Sl. No.	Eligibility Criteria	Documents to be submitted for Eligibility Criteria Compliance	Bidder's Response and Documents Submitted
	<p>a. An entity incorporated, established or registered in such a country; or</p> <p>b. A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d. An entity whose beneficial owner is situated in such a country; or</p> <p>e. An Indian (or other) agent of such an entity; or</p> <p>f. a natural person who is a citizen of such a country; or</p> <p>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p>	<p>be submitted in Company's letter head.</p>	
11.	<p>Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank). Bank, at the time of award of contract and at its sole discretion, can disqualify the Bidder in case of any adverse litigation past/present.</p>	<p>Brief details of litigations, disputes, if any are to be given on Company's letter head</p>	
12.	<p>Bidder should not be insolvent, in receivership, Bankrupt, or being wound up</p>	<p>Self-undertaking on company's letter head</p>	
13.	<p>The Bidder should be CMMi Level 3 or above / ISO certified organization as on date of this GeM bid.</p>	<p>Bidder to provide a copy of CMM Certification.</p>	
14.	<p>Bidder Company, if engaged as Service Provider in the past / a current service provider to Canara Bank should provide a satisfactory performance credential for past/ongoing project from the bank.</p>	<p>Satisfactory performance certificate from respective Wing Head of Canara Bank</p>	

Sl. No.	Eligibility Criteria	Documents to be submitted for Eligibility Criteria Compliance	Bidder's Response and Documents Submitted
15.	<p>Bidder should have the capability for Process Reengineering and redefining processes which includes the following:</p> <ul style="list-style-type: none"> i. Understand the current product, processes, delivery mechanisms and process flows ii. Define process discovery and project scoping thereby closely analyzing the processes and suggesting areas of improvement iii. Process modeling and Design - thereby involving designing / re-designing of processes which includes representation of process flow, factors within. iv. Re-define the revised process flows for seamless product delivery and enhanced customer experience. v. Re-define all process for all products and services across retail, MSME and agriculture. vi. Preparing Standard Operating Procedures (SPOs) and Service Levels. vii. Rules and workflow management thereby doing a sequential representation of operations, processes, prioritization and efficiency. viii. Process reengineering thereby making complex processes more efficient to achieve productivity and efficiency. 	Self-under taking on company's letter head	

Sl. No.	Eligibility Criteria	Documents to be submitted for Eligibility Criteria Compliance	Bidder's Response and Documents Submitted
16.	Bidder to submit pre contract integrity pact along with the technical bid	The integrity pact must be executed on stamp paper of applicable value and must be signed by all the witness also. The Performa is as per Annexure 11.	

NB : No change/ addition or deletion to be made by the Bidder to any of the above clauses

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted. All documents shall be uploaded online on GeM Portal while submitting the bid.

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 Seal:

Name :

Designation :

Annexure-2-1

Annual Turnover and Profit					
[₹ in crores]	As at close of business as on				
	31.03.17	31.03.18	31.03.19	31.03.20	31.03.21
Annual Turnover					
Profit Before Tax					
Capital & Reserves					
Network					

Annexure-2-2

Bidder's Declaration

[On Company's letter head]

Ref: _____

Date : _____

To

The Deputy General Manager
Canara Bank
Procurement & Vendor Payment Section
Digital Banking Services Wing
No 35, 2nd Floor, Devanga Tower
KG Road, Bengaluru 560009

Dear Sir,

Sub: RFP for selection of vendor for Development, Implementation, Management and Maintenance of End to End Digital Lending Solution in Canara Bank.

Ref: RFP No: ___/2022-23 dated xx/xx/2022.

1. We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-Bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to provide End to End Digital Lending Solution(MS) detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP.
2. We hereby certify that we have neither been blacklisted nor expelled from any project / contract nor had any contract terminated for breach by any Public Sector Undertaking /IBA/ RBI / Regulatory Authority/ Statutory Authority / Any State or Central Government / any bank during the last five years in India or abroad.
3. (a) We hereby certify that no past/present litigations or disputes exist against our Company/firm which could adversely affect our participation under this RFP and result in the disqualification.

OR

(b) We hereby certify that past/present litigations or disputes exist against our Company/firm the brief details of which are as under:

(i) _____

(ii) _____

(NB : Please strike out either 3 (a) or 3 (b) as the case may be)

4. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of RFP, we shall intimate the Bank of the same immediately.
5. We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Bank

- in connection with the selection of bidder or in connection with the selection/bidding process itself in respect of procurement of equipment, Solutions and Support Services.
6. We do hereby certify that not having any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order issued by any of the Department at Canara Bank as on the date of Bid submission.
 7. The undersigned is authorized to sign on behalf of the Bidder and the necessary supporting documents delegating this authority is enclosed this letter.
 8. If our offer is accepted, we undertake to complete the formalities of deliverables as per the RFP for Digital Lending Solution in Canara Bank as per the timelines mentioned.
 9. If our offer is accepted, we undertake to provide Technical Consultancy / Service Support / Guidance for the solution supplied as per the above referred RFP, during the contract period.
 10. We agree to abide by this offer till 180 days from the date of Commercial Bid opening / Successful Reverse Auction Event 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.
 11. 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.
 12. We will not sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (refer: F/No.6/18/2019-PPD dated 23/07/2020 of Public Procurement Division, Department of Expenditure, Ministry of Finance). We further understand that any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.
 13. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process. Bank reserves the right to verify /evaluate the claims made by the Bidder independently.
 14. 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.
 15. We hereby undertake that we have not been blacklisted/debarred by any Scheduled Commercial Banks/Public Sector Undertakings/Government Entities in India as on date.

Date: xx/xx/2022.

Signature with Seal:

Name:

Designation:

Client Certificate

[This certificate is to be on the letter-head of the Client]

TO WHOM SO EVER IT MAY CONCERN

1. This is to certify that _____ [Name of Bidder] has provided Digital Lending Solution and is working to our Satisfaction, the details of which are furnished as under:

No. of Terminals for Managed Services	During the period (Mention Dates)	
	From	To

2. The aforesaid Bidder is also providing the following support services satisfactory:

No of Terminals Maintenance Support Services	During the period (Mention Dates)	
	From	To

3. Our coordinates for further details in this regards is as under:

Name of Official	
Designation	
Landline no	
Cell no	
Email Id	
Address	

Date: _____

Signature & Seal of Client

Place: _____

Annexure-2-4

[To be submitted on Bidder's Letter Head]

Customers for whom the Bidder has executed similar projects for Managed and Maintenance services.

Details	Reference 1	Reference 2
Name of the Client		
Address of the Client		
Address of the Client		
Name		
Designation		
Landline no		
Cell no		
Email Id		
Start Date		
End Date		
Brief details of the project		
No. of Terminals		

Documents on deployment framework, tools, templates & utilities to be provided.

Signature and Seal of Company

Annexure-3.1

Technical & Functional Requirement of Integrated End to End Digital Lending Solution

SUB: GeM Bid for Supply, Installation, Implementation, Integration, Roll Out, Operations and Maintenance of End-to-End Digital Lending Software Solution.

Ref: GeM bid ref. no. _____ dated xx/xx/2022.

Note:

- a) 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 solution to meet the intent of the specifications and state-of-the-art technology shall be provided. However, the Bank reserves the right to adopt the modifications / superior features suggested/offered.
- b) The Bidder shall provide all other required equipments and/or services, whether or not explicitly mentioned in this RFP, to ensure the intent of specification, completeness, operability, maintainability and upgradability.
- c) The selected bidder shall own the responsibility to demonstrate that the services offered are as per the specification/performance stipulated in this RFP and as committed by the bidder either at site or in bidder's work site without any extra cost to the Bank.

A. Technical Requirements:

Sl. No.	TECHNICAL REQUIREMENTS	Mandatory (Yes/No)	Bidder's Compliance (YES/NO)	Remarks
1	All the components of the application should have the ability to be reused and replaced without affecting the rest of the system fostering ability, efficiency and resilience.	Yes		
2	The solution should be responsive, i.e., the solution version should automatically detect the screen resolution of any device and respond with a view of the site that is optimized specifically for that screen.	Yes		
3	The website should be created to be fully functional across different operating systems of mobile and tablet UI - iOS and Android	Yes		
4	Bidder should warrant all the software against defects arising out of faulty design, workmanship etc. throughout the contract period	Yes		
5	The bidder should ensure that the Personally Identifiable Information (PII) is encrypted / masked, and all such PII should be masked accordingly in-line with access control mechanisms	Yes		

	(for vendor teams including Support Engineers L1, L2, L3) as specified by the bank.			
6	System should have the facility that in case of any failure, it should be possible to return the System to the state following the last committed transaction.	Yes		
7	Following a failure, system should have the capability to be restarted from the point of failure, once the cause of the failure has been removed, without the restart requiring any special parameters having to be issued to the job.	Yes		
8	DR related documentation to be provided (Disaster Recovery Plan, Disaster Recovery Procedure, Disaster Recovery Test Plan)	Yes		
9	Minimum uptime to be maintained 99.95%, calculated on a monthly basis.	Yes		
10	Vendor to guarantee that at no point of time hardware parameters like Memory, CPU utilization, etc. will cross 75%	Yes		
11	The solution should be bundled with all the required software along with the licenses valid for the entire duration of the contract period.	Yes		
12	The system should support integration with the Bank's AD, DAM, SIEM, WAF, etc. without any additional cost to the Bank.	Yes		
13	The solution should ensure that the log collection, storage, management, integrations are done in a secured and tamper proof manner.	Yes		
14	The solution provider should not store or share any data outside the Bank's infrastructure.	Yes		
15	System should maintain technical Audit Log trail reports for access control logs. Application should generate and store audit trails of all the transactions, modifications/changes for audit purpose	Yes		
16	System should provide dashboard with the provision of providing customized reports as per banks' requirement.	Yes		
17	Bidder should be able to integrate with any third-party solution for performance monitoring of the proposed solution selected by the Bank at no additional cost to Bank.	Yes		
18	Solution should be capable to resume operations from an alternate site with minimum downtime whenever required	Yes		
19	The solution proposed should be able to consume web services and integrate with different web applications. Also, the web application portal shall be capable of creating/exposing web services for complete application content	Yes		
20	The system should provide Website Analytics - An administrative centre for reviewing, filtering and exporting overall website statistics, including the ability to view statistics by page or section and	Yes		

	presenting the information in a graphical representation.			
21	The solution provided should be horizontally and vertically scalable.	Yes		
22	The solution should protect both data in rest, data in motion and data in use.	Yes		
23	The system should support multi-server deployment for scalability, load balancing and fault-tolerance.	Yes		
24	System should have the ability to provide system performance metrics.	Yes		
25	The bidder should be able to develop a mobile application on native platform that supports integration with the existing applications in CANARA BANK to provide a seamless experience to the users.	Yes		
26	The platform should be able to integrate with banks systems to generate SMS/E-mail/notifications etc.	Yes		
27	Solution proposed should include design, development and maintenance of all the components involved like middleware etc.	Yes		
28	Cloud must be hosted at DC and DR at Bank's premises, no network and data sharing/replication to any data centre outside the boundaries of the country is permitted.	Yes		
30	Platform to be built using principles such as Micro services based, API Led, Private Cloud Native and Headless (MACH principles), High level building blocks of the technology architecture, Omnichannel and unified customer experience, Micro services and API Architecture, Deep Analytics and AI/ML capabilities, Highly Secure, Resilient and Available, public Cloud Enabled and Containerized, Integration with existing legacy, Platform Security, Platform Infrastructure & Performance Monitoring, DevSecOps, Agile product development methodology etc.	Yes		

All the points mentioned above in Technical requirements are mandatory. Non-compliance to any of the points from 1 to 27 shall lead to disqualification of the bidder in Eligibility cum Technical compliance.

A. Functional Requirements:

SNo.	Technical, Functional and Integration Requirements(**)	Max marks	Bidder's Compliance (FC/PC/NC)	Bidder's Remarks, if any
1	User management, Registration and Login	10		
2	Product Configuration	20		
3	Workflow Engine	30		
4	Business Rule Engine	30		
5	Document Management	10		
6	Reports& Dashboards	20		
7	Analytics	5		
8	Lead Management, Notifications &Alerts	10		
9	Compliance / Covenant Tracking	5		
10	Collection / Repayment Management	10		
11	Credit Monitoring / Delinquency Management DLP should have a customizable Loan monitoring system as per Banks' Process flow comprising the following all aspects such as Guarantee Cover (CGTMSE, NCTGC, CGFMU), Subsidy, External Rating, Claims Management, Monitoring Checklist, Monitoring Alerts (Financial / Non-Financial Alerts)	5		
12	Audits Trails & error Logs	5		
13	Others	40		
14	Integration	10		
15	The Platform shall integrate with Bank's Data Aggregation, Third Party Business Partner and Analysis Service Provider(s) as per Annexure-16	100		
16	Legal& Compliance Details-Integration with Banks system for the purpose of generation of report for individuals and corporate for present and past cases related to legal, security and regulatory authorities and their details. MCA defaulter List, Willful defaulter List Central Fraud Registry, CBI, ED, SFIO, Cybercrime etc.	5		
17	Fraud Checks like tampered document, irregular salary credit, Face Match, Name Match etc.	5		

SNo.	Technical, Functional and Integration Requirements(**)	Max marks	Bidder's Compliance (FC/PC/NC)	Bidder's Remarks, if any
18	Digital Footprint & Social Media Data-Digital footprint of the users to be captured and analyzed to identify fraud risk and customer sentiment using Email, IP Address, Device etc.	5		
19	Solution should be capable of migration from on-premises private cloud to public cloud and public cloud to on-premises private.	5		
20	The Solution deployed in cloud should be provided without any vendor locking and should have ability to shift across vendor without any migration efforts.	5		
21	The Solution should have BRE with capabilities to leverage AI & ML.	5		
22	Should have worked on data collection, processing, and analysis with Indian Schedule Commercial Banks.	5		
23	Should have experience of Onboarding customer as Indian KYC standards.	5		
Total Marks		350		

**** Banks requirement under each parameter as per Annexure 29. (Technical & Functional Requirements - Compliance). Hardcopy to be submitted besides uploading the documents in GeM portal.**

Declaration: We hereby confirm that the information submitted above is true to the best of our knowledge. We understand that incase any discrepancy is found in the information submitted by us our tender is liable to be rejected.

Note:

1. The Bidder shall be awarded full marks as allotted for a line item / sub category as per Annexure-28 if it is fully compliant (FC)-No customization is required, half of maximum allotted marks for a line item if it is partially compliant (PC)- Customization is required and no marks for a line item if it is, Non complaint (NC)- feature cannot be made available in the product.
2. The Bidder is required to submit the compliance to minimum technical specifications of solution as stated in Annexure 29.
3. Bidders must fully comply with mandatory requirements. Non-Compliance to any one of the Mandatory requirements leads to disqualification of the Bidder in Eligibility/Technical Compliance without further evaluation.
4. All the Functional requirements should be made available before UAT, irrespective of the bidder response.
5. Total Marks in Functional and Technical requirements as per Annexure-2 =350 marks.

6. Bidder has to score Minimum 75% of the total marks (i.e., 263 marks out of 350 marks) under Functional and Technical requirements as per Annexure-3.1 to be considered for further evaluation under Technical evaluation parameters as per Annexure-3.2
7. All features must be available for demonstration during POC/Presentation. During evaluation if any of the criteria mentioned as mandatory is not found in the solution, the bidder will be disqualified without further evaluation.

Annexure-3.2

Technical Evaluation Parameters

SUB: GeM Bid for Supply, Installation, Customization, Implementation, Commissioning and Maintenance of End-to-End Digital Lending Solution.

Ref: GeM bid ref. no. _____ dated xx/xx/2022.

<u>Sl No</u>	<u>Particulars</u>	<u>Maximum Marks</u>	<u>Documentary Proof / Artifacts / Purchase order / Remarks</u>
1	Technical & Functional Requirements of End-to-End Digital Lending Software Solution as per Annexure-3.1 with workflows.	350	
2	<p>Financial Standing of the bidder:</p> <p><u>MSE</u></p> <p>a. Having turnover of minimum > 200 Crores: 5 marks b. Having turnover of minimum > 100 Crore & ≤ 200 Crores: 3 marks c. Having turnover of minimum 100 Crores: 2 marks</p> <p><u>Non-MSE</u></p> <p>a. Having turnover of minimum > 500 Crores: 5 marks b. Having turnover of minimum > 200 Crore & ≤ 500 Crores: 3 marks c. Having turnover of minimum 200 Crores: 2 marks</p>	5	
3	<p>Number of Implementations of proposed Digital lending platform in Scheduled Commercial Banks having 1000 & above branches/ NBFCs in India</p> <p>a. Atleast implementations of all digital lending solution from each category. (Retail, MSME & Agriculture)-10 marks b. Atleast implementations of 5 digital lending solution from each category. (Retail, MSME & Agriculture)-8 marks c. Atleast implementations of 3 digital lending solution from each category. (Retail, MSME & Agriculture)-5 marks</p>	10	
4	<p>Extent of Digital journeys implemented in Scheduled Commercial Banks having 1000 & above branches/ NBFCs in India through the digital lending platform</p> <p>a. Digital Journeys implemented for all Retail, MSME, and Agriculture segments in single organization - 5 marks b. Digital Journeys implemented for all Retail & MSME segments in single organization - 4 marks. c. Digital Journeys implemented for all Retail & Agriculture segments in single organization -3 marks</p>	5	

<u>Sl No</u>	<u>Particulars</u>	<u>Maximum Marks</u>	<u>Documentary Proof / Artifacts / Purchase order / Remarks</u>																		
	d. Digital Journeys implemented for atleast one of Retail,MSME & Agriculture segments in single organization - 1 mark																				
5	<p>Product Demonstration & Technical Presentation for the proposed solution.</p> <p>The solution OEM is required to demonstrate the product proposed to the bank. The bank will share the demonstration evaluation parameters/test cases/list of capabilities to be showcased to the Bidder/OEM prior to the product demonstration.</p> <p>Understanding of Bank's business and Operating Environment (5 Marks)</p> <p>Demonstration of Organization capability for the proposed initiative, the solution architecture and sizing (10 Marks)</p> <p>Service Model demonstration and governance capabilities (10 Marks)</p> <p>Demonstration of value proposition offered in the bid which shall enable the success of the project (5 Marks)</p> <p>Use cases and case studies (5 Marks)</p>	30																			
6	<p>Customer References for End to End Digital Lending Solution.</p> <table border="1"> <thead> <tr> <th>No of Scheduled Commercial Banks</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>More than 5</td> <td>7</td> </tr> <tr> <td>4-5</td> <td>5</td> </tr> <tr> <td>2-3</td> <td>3</td> </tr> <tr> <td>1</td> <td>1</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>No of Banks/NBFCs excluding SCB</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>More than 5</td> <td>3</td> </tr> <tr> <td>4-5</td> <td>2</td> </tr> <tr> <td>2-3</td> <td>1</td> </tr> </tbody> </table>	No of Scheduled Commercial Banks	Score	More than 5	7	4-5	5	2-3	3	1	1	No of Banks/NBFCs excluding SCB	Score	More than 5	3	4-5	2	2-3	1	10	
No of Scheduled Commercial Banks	Score																				
More than 5	7																				
4-5	5																				
2-3	3																				
1	1																				
No of Banks/NBFCs excluding SCB	Score																				
More than 5	3																				
4-5	2																				
2-3	1																				
	Total Marks	410																			

Note: The bidder should score Minimum 75% of the total marks (i.e., 308 marks out of 410 marks) for qualifying under Technical Evaluation. The bidders qualified under Eligibility cum Technical Evaluation will be eligible for commercial opening.

Annexure-4

Bidder's Profile

[On Firm's / Company's Letter Head]

SUB: RFP for _____.

Ref: RFP No. ____/____ dated xx/xx/2022.

Profile of the Bidder

<u>Sl.</u>	<u>Particulars</u>	<u>Details</u>	
a)	Name of the Bidder Firm/Company		
b)	Proposed Solution Name with Name of OEM & OSD/OSO		
c)	Constitution (Ltd./ Pvt. Ltd/Firm)		
d)	Date of Incorporation and / or Commencement of business		
e)	Certificate of Incorporation (CIN)		
f)	Whether registered as MSE for the item under the RFP? (Proof of registration as MSE for the item under the RFP)		
g)	Whether Recognized as a Startup by Department of Industrial Policy and Promotion (DIPP)? (Proof of such Recognition, indicating terminal validity date of registration and Certificate from CA that the Turnover of the entity complies with Startup guidelines)		
h)	Whether eligible for Purchase Preference linked with Local Content under Public Procurement (Preference to Make in India) Order 2017, and Notifications issued thereunder? (Form PP-C or PP-D as applicable)		
i)	Address of Corporate Office		
j)	Address of the Registered Office		
k)	Particulars of the Primary Contact Person (Authorized Signatory of the Bidder)	Name	
		Designation	
		Address for Correspondence	
		Phone Number (Landline)	

		Mobile Number	
		Email Address	
l)	Particulars of the Secondary Contact Person	Name	
		Designation	
		Address for Correspondence	
		Phone Number (Landline)	
		Mobile Number	
		Email Address	
m)	Firm / Company Website address		
n)	Firm/Company PAN number Firm/Company GST Number Beneficiary Bank Details Beneficiary Name Beneficiary Account Number Type of Bank Account (Current/OD/OCC etc.) IFSC Code Beneficiary Bank Name & Branch address		

Financial Position of Bidder for the last three financial years

	2018-19	2019-20	2020-21
Profit After Tax			
Net Worth			
Turnover			

N.B. Enclose copies of Audited Balance Sheets along with enclosures

Proposed Service details in brief

- Description of service:
- Details of similar service provided to PSU organization/NBFCs in India specifying the number of Banks and branches

PSU Organization/NBFCs

Name of Organization	Period	
	From	To

N.B. Enclose copies of Purchase Orders and references.

Date

Signature with seal

Name:

Designation:

Annexure-5

Scope of Work

Scope of Work of End-to-End Digital Lending Solution Software

1. Scope of Work

Bank intends to Select a Bidder for Development, Implementation, Management and Maintenance of End to End Digital Lending Platform, which can handle following for all lending products and services:

- STP (Straight Through Processing) as well as non-STP (assisted) lending journeys.
- Pre-approved and fresh loans
- ETB (Existing to Bank) and NTB (New to Bank) customers

Bank expects implementation of the platform using principles such as Micro services based, API Led, Private Cloud Native and Headless (MACH principles), High level building blocks of the technology architecture, Omnichannel and unified customer experience, Micro services and API Architecture, Deep Analytics and AI/ML capabilities, Highly Secure, Resilient and Available, public Cloud Enabled and Containerized, Integration with existing legacy, Platform Security, Platform Infrastructure & Performance Monitoring, DevSecOps, Agile product development methodology etc.

The Scope of this RFP is to develop an End-to-End Digital Lending Platform for enabling STP, Non-STP, Pre-Approved, Fresh Loans, ETB, NTB as well as Assisted Journeys and Processing for all lending products and services broadly detailed hereunder:

1.2. RETAIL SEGMENT

- 1.2.1. Home Loan to individual/s
- 1.2.2. Vehicle Loan (Car loan and Two-wheeler loan)
- 1.2.3. Mortgage Loan (Individual)
- 1.2.4. Education Loan
- 1.2.5. Personal Loans
- 1.2.6. Top-up Loans to existing Retail Borrowers
- 1.2.7. Gold Loan (Personal) - Swarna Loan TL & OD
- 1.2.8. Overdraft Accounts (Clean & against Deposits)

1.3. MSME SEGMENT

- 1.3.1. MUDRA-Kishore-WC & TL
- 1.3.2. MUDRA-Tarun-WC & TL
- 1.3.3. MUDRA-Shishu-WC & TL
- 1.3.4. Term Loan-For Equipment/Machinery & Commercial Vehicle-TL
- 1.3.5. Renewal of Existing WC Limit
- 1.3.6. Enhancement of Existing WC limit
- 1.3.7. Fresh WC limit (other than Mudra)
- 1.3.8. Cash Flow & Turnover based Products-Based on GST return-WC & TL
- 1.3.9. Supply Chain- Merchant/Seller Finance-Financing Scheme for Dealers & Vendors of Reputed Manufacturing Companies (RMCs)-Bill Discounting /Invoice Financing Facility on Revolving basis.
- 1.3.10. Warehouse Receipt Loan-Based on Warehouse receipt-WC & DL
- 1.3.11. Mortgage Loan for Business purpose-WC & TL
- 1.3.12. MSME Gold TL & OD

1.4. AGRICULTURE SEGMENT

- 1.4.1. Kissan Credit Card Scheme (KCCS)
- 1.4.2. Kissan over Draft (KOD)
- 1.4.3. Kisan Tatkal
- 1.4.4. Agri Gold Loan - TL & OD
- 1.4.5. Dairy Loan
- 1.4.6. Agri Term Loans
- 1.4.7. SHG
- 1.4.8. JLG

Note: *The bidder should consider and provide solution for creating multiple sub-products within the product lines mentioned above. e.g., Personal loan product line will have multiple product sub types like Personal loan for Govt. Employees, Pensioners, Professionals etc. and Education loan may have sub products like Education loan for study within India, Education loan for studies abroad etc. Apart from the above-mentioned Agriculture Segment points, agriculture loan will also include allied activities viz. animal husbandry, fisheries (marine, inland and aqua farming), sheep-goat poultry, horticulture etc. Further all the product and sub product types shall offer journey for ETB and NTB customers in STP and Assisted mode both. For development of the product and related journeys beyond the scope mentioned above shall be developed on Time and Material cost basis.*

- 2. The proposed solution should broadly cover the following features and functionalities other than the detailed functionalities provided as Annexure 7 Technical & functional Specifications: -
 - 2.1. The bidder shall setup, configure and customize core platform required for creating Digital Lending Journeys (STP & Assisted) for all the products specified by the Bank.
 - 2.2. The bidder shall integrate with all the relevant internal and external systems viz. CBS, LAPS, MIS, Mobile Banking, Internet Banking, iLead, CIC, UIDAI, NPCI, NSDL, Account Aggregators, e-Stamping & e-Signing, e. State Land records Portals other Data and Analytical sources and Bank systems through Secured APIs and other secured available mechanisms. The proposed solution should be capable of integrating with various existing and future applications of the Bank and other outside third-party applications if required by the Bank.
 - 2.3. The platform should have the provision to on-board partners, Fintech companies, and other service providers for lead generation, marketing and any other purposes and ensure that the platform is able to configure service terms, manage partner performance & pay-out and integrates with Bank's system in plug and play mode.
 - 2.4. The platform shall also have functionality and modules for User Management, Product Configuration, Workflow Engine for Automatic and Secured Routing of Application, Business Rule Engine, integration with bank's Document Management system, Reports and Dashboards, Analytics, Notification and Alerts. The platform shall have all the functionalities as per requirements of Customer Journeys (STP, Non-STP, Assisted, ETB & NTB etc.), Branch Journeys (Dashboards etc.) and Back Office Operations (for Administrative functionalities)
 - 2.5. The solution should also have the facility of uploading and capturing of documents across the digital lending journeys. System should be capable of scanning and analysing the document using OCR and/or other capabilities. The uploaded/captured document should be indexed and stored within the system or Document Management system of

the Bank as required by the Bank. The system should support document compression facility.

- 2.6. The bidder shall develop, implement, and manage device agnostic responsive web portal and Android & iOS-based Applications for Customer and Employees/Agents/Partners. Customer and Employees/Agents/Partners App shall be separate from each other. Web applications should be compatible with all browsers e.g. Chrome, Edge, Firefox, Internet Explorer, Opera, Safari etc.
- 2.7. The bidder shall also make available SDK, Plug-in and/or API based integration facility along with required middleware/gateway, for all the products developed on the platform for integration with third party partner application/platforms.
- 2.8. Details of third party solution if any, used as part of the proposed solution to be provided and it should be able to provide seamless integration to meet the parameters. Acceptance of third party component will be at sole discretion of the bank. For Bank, all 3rd party components used in solution bidder has to provide sufficient Number of licenses as per sizing and AMC support and upgrade and security observation need to be addressed by bidder for the entire contract duration. Bank will not take any responsibility for the third party components.
- 2.9. The internal and external integration and development of Web-portal and mobile Applications, SDK, Plug-ins etc. shall be part of the Base solution without any extra cost to the Bank.
- 2.10. The solution should be designed keeping the Bank's branding guidelines in mind and each component of the user interface should be uniquely designed in accordance with the guidelines.

3. User Interface and Experience across Web, Mobile and Tab for all the Products:

- 3.1. The Bidder shall be responsible for designing the user experience, wireframes, process-flows, prototypes and user-stories.
- 3.2. The bidder shall be responsible for creating relevant documentations get sign off from the Bank before implementation.
- 3.3. The bidder shall develop Multi-lingual (English,Hindi, Kannada, Telugu, Tamil etc.) device agnostic responsive web portal, mobile and tablet apps with native experience for Bank users, end customers and partners. The mobile and Tablet version shall be compatible with android & iOS. The system should be capable of supporting multiple languages which can later be utilized in case of banks requirement.
- 3.4. The proposed solution should offer multi-lingual support for scraping, analysing the statements (PDF, text, images etc) and reporting.
- 3.5. The solution developed shall be highly customizable, scalable, responsive, easy to use and user friendly.
- 3.6. The bidder shall keep provision for revision/overhaul of UI/UX as per latest trends as required by Bank.
- 3.7. The Bidder shall have the review mechanism in place i.e. shall have the QA of the application on regular intervals on quarterly basis and on any major change in the application.

4. Creation of End to End Digital & Assisted Omni channel journeys:

- 4.1. The Bidder shall develop, implement, manage and provide support for persona- based Omni channel journeys across web, mobile and tab-based applications on all available Internal and external distribution channels (Online, mobile banking, Internet Banking, Partner platforms, Assisted Channel, Branch etc.), for all user types (Customer, Employee, Agents, Partners, Auditors etc.) in both STP and Assisted mode.
- 4.2. The Platform should provide an Omni channel experience to customers/ users (ETB & NTB) from loan application / lead acquisition to disbursement and shall be capable of delinquency management. Seamless session / journey / drop-off management across channels, should be enabled by the bidder.
- 4.3. Customer shall be able to pick up the journey exactly from the last drop-off point, irrespective of the channel. Bidder shall also provide MIS and Analytics for monitoring and understanding the journey drop-offs and sessions.
- 4.4. The bidder is expected to configure all employee and agent/partner journeys needed for successful sanctions, including management of exceptions and deviations. All assisted journeys should be concurrent with respective customer journeys and should retain all inputs provided by the customer, as per the specifications of the Bank.
- 4.5. For assisted journeys bidder system should provide access to branches, back-offices and partners (DSA, Lawyers, valuers, vehicle dealers etc.) with specific roles as defined by the Bank and enable them to take actions like record physical visits to borrower, give comments, upload documents etc. as needed for completion of journey.

5. Integrated Lead Management for lead handling on the platform:

- 5.1. The system should also integrate with Bank's internal lead Management/CRM solution, Bank's call centres, Bank's lead nurturing cell and with other third-party partners, aggregators, websites and external lead generation system as required by the Bank.
- 5.2. The platform shall have the functionality to send automated e-mails, SMSs, Notifications to ETB and NTB customers during their loan journey with details specified by the Bank.
- 5.3. The solution shall be capable of complete Lead Management Lifecycle including lead allocation and distribution, tracking of lead through its lifecycle and event- based alerts and notifications.
- 5.4. The platform shall provide the functionality to send both normal as well as exception alerts users of the platform which can be required as part of promotional efforts, operational information flow, pendency monitoring or for any other requirement of the Bank.
- 5.5. The platform shall have the functionality of Lead allocation and distribution as per bank's requirement.
- 5.6. The platform shall have the functionality to conduct De-dupe check on the leads.

6. Admin, Business and Performance Monitoring Dashboards:

- 6.1. The bidder shall develop, implement, manage and provide support for various Dashboards and reporting solution catering to Administration, Business and Performance Monitoring needs of the Bank with regard to Digital Lending Platform implemented by the bidder.
- 6.2. The Dashboards and reports shall be customizable and will provide archived and live data about Administration, Business and Performance Monitoring metrics of the Bank including its agents and partners available on the platform. The wireframes for the Dashboard shall be prepared and shared by the bidder and will be implemented.
- 6.3. Following could be referred for indicative list of features of the Dashboard across journey stages, geography and hierarchy:
 - User status (active, inactive, disabled, etc.)
 - Various business parameters like product-wise total sanctions, pending, rejected loans, reason of rejections etc. across, geography, and hierarchy.
 - TAT at various stages
 - Comparative analysis and presentation of Business and performance data
 - AI, ML based Analytical study on customer profile, sanctioned loans, rejected loans etc. at Bank level with geographical segmentation.
 - System performance metrics
- 6.4. There should also have the functionality to generate various Generic and Customized reports as per the requirement of the Bank. System should also be able to send automated reports periodically based on pre-existing rules and configuration.
- 6.5. The Dashboard and reporting solution shall be available to users across various hierarchies' spread through various verticals and offices of the Bank, its agents and partners. The Dashboards shall also be integrated with Employee/Agent/Partner applications and Web-portal.
- 6.6. The Web and Mobile applications developed for Customer, Employees, Agents and Partners shall have their individual dashboards which can be linked and shown as unified dashboard to Bank's specified users as per the requirement.

7. Implementation and Cloud Hosting of Solution

- 7.1. The Bank envisages a Private Cloud for the deployment. All licenses will be in the name of the Bank and all the hardware and infrastructure components will need to be hosted by the bidder on a private cloud at Bank's DC, DR and UAT. The bidder for the period of the contract will need to scale and manage the hardware and infrastructure as per the growth and volumes of the bank.
- 7.2. Bidder must design, size, supply, commission, maintain and manage hardware infrastructure (on private cloud) for Solution as proposed in the RFP. The infrastructure should be offered as private cloud-based Infrastructure as a service (IaaS). DC & DR set up must comply with all Indian regulatory/statutory guidelines including Banks defined for providing cloud-based services in India.
- 7.3. Cloud must be hosted at DC and DR at bank's premises, no network and data sharing/replication to any data centre outside the boundaries of the country is permitted. The bidder/successful bidder will be bound by Indian law and Indian IT

Act (Cyber Law). No data in any circumstances should be shared / copied / transmitted without Bank's consent / written permission and it should be as per the Indian IT act (Cyber Law).

- 7.4. The cloud service provider should from the empanelled list of Meity to provide accredited cloud service offering.
- 7.5. The proposed End to End Digital Lending solution should conform to best in the industry standards.
- 7.6. The Service provider should be compliant to the following control standards along with any future directives / guidelines issued by various regulators/authorities.
 - 7.6.1. CERT-Fin guidelines as and when they are released.
 - 7.6.2. "Best practises for security in cloud adoption by Indian Banks" by member of Open Group Security forum.
 - 7.6.3. "Cloud adoption frame work" by IDRBT.
- 7.7. Bidder is responsible for actual sizing of the infrastructure as per the scope of work, activities and Service Levels as defined in this RFP. The bidder should provide sizing methodology detailing how the proposed solution architecture and sizing will meet Bank's requirements. The proposed application should be IPv4 & IPv6 compatible and work in both the environments (dual stack model).
- 7.8. Cloud service provider shall provide audit access to Regulator of the environment whenever there is an Audit requirement.
- 7.9. There should be no vendor lock in for any of the cloud service offering. Cloud services shall have the capability to integrate smoothly with on-premises IT whenever required.
- 7.10. Bidder should factor in Production Environment, Test environment, Development environment, Training Environment and Disaster Recovery Environment for the proposed solution. Production and DR environment should be replica of each other. All environments should be factored in for entire duration of the contract.
- 7.11. Bidder should ensure that all sensitive data is encrypted and stored in Private Cloud.
- 7.12. The Cloud Service Provider shall ensure that either there is physical segregation of hardware, in case of private cloud for critical data as defined by Bank or there are copies of data locally stored automatically to ensure no business downtime during such issued faced by the CSP.

8. Training and knowledge transfer:

- 8.1. Bidder is required to provide user training to optimal number of personnel identified by the Bank on functional and operational aspects of the application.
 - Types of training
 - Core Team Training
 - Train the Trainer

8.2. At the end of each training session, an evaluation test needs to be conducted to ascertain the effectiveness of the training.

8.3. Training deliverables shall be

- User Training Plan
- Training Material (in English)
- User Manuals including customizations specifically done for the bank.

8.4 The proposed solution should broadly cover the following features and functionalities through the customer journey other than the detailed functionalities provided as Functional and Technical Specifications Annexure 29.

9. Customer Acquisition/ Onboarding:

- 9.1. System should create different journeys for ETB and NTB customers and accordingly capture minimum basic details for validating identity and completing registration on the platform.
- 9.2. System should provide application processing for individual/joint/non- individual accounts and Bank's future requirement for customers.
- 9.3. The onboarding should be enabled from multiple channels and device options with seamless and similar experience across all channels and devices.
- 9.4. Solution should develop independent sourcing channel UI/UX and shall also integrate with existing channels of Bank and its partners

10. Loan Application and KYC validation:

- 10.1. System should integrate to display and provide details of the products and services available on the platform and create user flow for seamless transition from product comparison to loan application.
- 10.2. Solution should integrate with various systems to provide multiple authentication and validation options for both ETB and NTB customers for onboarding on the platform. E.g. SMS/email OTP based authentication, Login with social media and email accounts, login based on Account details, Aadhaar authentication, Mobile and e-Banking passwords etc.
- 10.3. System should pre-populate details so that the customer shall be asked to submit minimum details and most of the data is to be scrubbed using APIs and other mechanism from multiple sources.
- 10.4. Appropriate consents to be captured from the customers as needed before initiating any validation or fetching data from system likes CBS, Aadhaar, PAN, GST, ITR, Credit Bureau, Bank statement and other data sources.
- 10.5. The platform should integrate with systems to provide checks like fraud check, AML and defaulter/blacklist check, De-duplication, related party transaction, cross comparison of data, internal database checks and other as required.
- 10.6. System shall create masters for Authentication methods, section wise fields data masters, product wise fields and required document and eligibility masters and other masters to enable customizable loan application system and its onward processing including scorecard and business rule engine. Bank users shall have admin panel to manage and modify this master list and use it for creation and modification of new and existing products.

11. Data Aggregation, Scrubbing and Analysis:

- 11.1. The bidder shall provide functionality in the platform for integration with internal system like CBS, LOS/LMS, EDW etc. for fetching internal profile and transactional data.
- 11.2. The bidder shall provide functionality in the platform for scrubbing data and financial information via APIs and other mechanisms from multiple external systems like Credit Bureaus, PAN, GST, MCA, EPFO, ITR, Bank Statements etc. and any other system as needed.
- 11.3. The successful bidder shall be required to integrate (End to End) with the Bank's Data Aggregator services. The details of the services are as per Annexure- 28.
- 11.4. If the Bank desires to use the Data Aggregator Services which is not available with the Bank. The Bank may use the services available with the successful bidder. For that Bank may negotiate and execute the Tri-Partite agreement with the FinTech service provider on mutually acceptable rates and terms and conditions. The cost structure will be finalized based on the pay per use.
- 11.5. The platform shall provide functionalities like image recognition, reading and extracting contents from images, documents of multiple formats like PDF, word, XML, JSON etc. for verification, validation, analysis, and processing of various type documents submitted, uploaded, fetched for borrower like Form-26-AS, Salary Slip, Trade license, Credit Bureau reports etc.
- 11.6. The platform should be able to fetch and utilize structured and unstructured data across the ecosystem.

12. Credit Scoring Models and Underwriting:

- 12.1. The bidder shall provide functionality to assess aggregated data (internal, external, structured, and unstructured) and reports to create Credit Risk Assessment models and Scorecards for enabling automated and assisted credit decisioning.
- 12.2. The system shall provide functionality to configure risk scorecards, limit assessment models and credit policies as per the guidelines of the Bank.
- 12.3. The Business Rule Engine (BRE)/ Credit Decisioning Engine (CDE) shall be customizable as per Bank's business and regulatory requirements with functionality to enable and disable selected rules as per the need. This facility should be provided via a user console.
- 12.4. The platform should be capable of configuring and deploying multiple credit scoring and Limit assessment models and risk scorecards for same or different products as per the needs of the Bank.
- 12.5. The system shall generate 360-degree customer profile and overall scorecard along with Credit Appraisal Memo (CAM) having application details, applicant (individual/ proprietor/ partner/ Director etc.) details, financial details and analysis, credit history, assessed credit limits, risk scoring and grading, GST, Tax and other details as required by the Bank.
- 12.6. CAM should also provide explanations and reasonings for the end point processing outcomes with regard to each data point presented and analysed through the platform.

13. Recommendation and Sanction:

- 13.1. The system should be able to process application in STP and Assisted mode both. Applications can be rejected by attributing proper reasoning or sanctioned on compliance to Bank's STP guidelines in real-time and automatic manner without any manual intervention by the system.

- 13.2. Applications which will require Assisted journey as per Bank's guidelines shall be recommended and or in-principle approved and forwarded by the system to the selected/specified branch/back-office/official/agent/partner for onward processing and sanction/rejection.
- 13.3. System shall integrate with Bank's internal systems like LOS/LMS, CBS etc.
- 13.4. for sending the sanction information to Bank's internal system.
- 13.5. System shall create the Loan Account, create charge and share other relevant information to Bank's CBS system or any other system as per the Banks requirement directly or through LOS/LMS after sanction of the loan in both STP and Assisted Journey.
- 13.6. The details of the application, all validations, scorecards, analysis, CAM shall be passed to LOS/LMS system for storing and creating the replica of the application for information and reporting purposes.
- 13.7. System shall also notify and share information regarding the sanction/rejection or any other possible outcome through on-screen messages, SMS, emails, WhatsApp notification etc.

14. Documentation and Disbursement:

- 14.1. The system shall facilitate e-stamping and e-signing (Aadhaar and other valid means) of the loan documents post sanction of the loan by/via the system.
- 14.2. System shall also have provision for generation of all documents related to customer application as required by the Bank in soft copy and printable formats.
- 14.3. System after confirmation for completion of loan documentation shall be able to trigger and/or provide option to trigger disbursement in specified account in one-go or phased manner as per terms of sanction.
- 14.4. All changes suggested by internal/external auditors, statutory & regulatory bodies and by RBI, NPCI, SEBI, UIDAI etc with respect to digital lending will be provided at no additional cost to the Bank during the tenure of the project awarded to the bidder.
- 14.5. Provide handholding support during integration/rollout of the services through different channels and platforms.

All integrations and capabilities mentioned above shall be provided to the Bank as a part of solution and at no additional cost bearing to the Bank.

15. Gap Analysis and Customization:

The Bidder, in coordination with OEM should do a gap analysis and submit a detailed study of the Bank's infrastructure and requirements, road map mentioning all the pre-requisites, time-frame of mile-stones/ achievements leading to the full operationalization of the solution vis-à-vis Bank's requirement. The Bidder has to develop the project plan, get it approved by the Bank and OEM and then implement the project based on timelines agreed. The Breach of agreed timelines will attract penalties mentioned in Service Level Agreement section of RFP. In Solution design the Security best practices should be taken care of by design team. All Solution's Architecture deployment & configurations done at the Bank should be vetted by OEM /bank authorized third party before Sign-Off from Bank.

16. Audit Trail:

The system should provide for adequate audit trail including log reports for all the activities and any changes in configuration, information/data changes, updations etc.

17. Data Transfer and Migration:

In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as decided by this RFP. If existing vendor is in breach of this obligation, they shall be liable for paying a penalty equivalent to 1 year ATS/AMC Charges on demand to the Bank, which may be settled from the outstanding payment, if any.

18. Security Features:

The Bidder shall have to comply with Bank's IT & IS Security policy. Some of the key are as are as under. However, the bidder will have to comply with all the IT and IS security policies of the bank.

- 18.1. **Data Encryption:** The system shall support a minimum of 128-bit encryption for sensitive data, and information while in transfer and conform to relevant guidelines wherever applicable.
- 18.2. **Prevention of Unauthorized access:** The system shall integrate with bank's existing access control mechanisms - Privileged Identity Management solution and Active Directory.
- 18.3. The proposed End to End Digital Lending solution should comply with the Bank's security policies.
- 18.4. The proposed End to End Digital Lending solution should conform to best in the industry standards.
- 18.5. The Bidder shall be responsible for defining and regularly updating the baseline security standards in line with the above-mentioned security standards and any new statutory and regulatory guidelines throughout the contract duration at no extra cost to the Bank.
- 18.6. The Bidder shall ensure the compliance with Bank's security policies w.r.t user level, data and information security.
- 18.7. Bidder shall ensure that the proposed solution enables generation, monitoring and retention of logs and shall be compatible with SIEM.
- 18.8. Bidder shall ensure that solution provides comprehensive audit trail features and enable audit trail and access control list generation.
- 18.9. Bidder should ensure that baseline security configuration of Operating System, Database, Web Server etc. is in accordance with the industry best practices.
- 18.10. Bidder is required to ensure that the system provides tracking of the source IP, hostname and network interface address.
- 18.11. The Bidder should report and analyze security and other incidents and take corrective proactive measures to rectify the same immediately. The Bidder shall also proactively inform the Bank of the occurrence of such incidences and breaches.

- 18.12. Client account, transaction data or any sensitive information is encrypted when in transit. Encryption to be used for data traveling between Digital Lending Platform and other interfacing applications. Integrity of data to be maintained at 100% of time.
- 18.13. The product should comply with OWASP secure coding guidelines.
- 18.14. The Solution shall be compatible with all the major Anti-Virus Solutions.
- 18.15. The Solution shall be able to integrate with Bank's various security devices viz. WAF, DAM, SIEM etc. and shall have load balancing capabilities.
- 18.16. The Solution provided will be audited by Internal & External Agencies and observations of the audit has to be complied by the bidder at no extra cost to Bank as per the timelines stated in Banks policy.
- 18.17. Bidder to ensure that the solution is free of bugs & vulnerabilities.
- 18.18. The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Bidder's premises without prior notice to ensure that data provided by the Bank is not misused. The Bidder shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.
- 18.19. Vendor needs to conduct final testing and QA of all services before submission

19. Customization flexibility and scalability:

The system shall be scalable and shall permit expansion of both the capacity and functionality either with the existing configuration or through the addition of items, details of which shall be furnished by Canara Bank. The system shall incorporate the necessary requirements to meet the scope and requirements as stated.

20. Compliances:

- 20.1. The Bidder's solution must comply with all regulatory guidelines like RBI/ MeitY/PCI/EASE or any other guidelines of GOI or any regulatory authorities.
- 20.2. Data captured in the solution should not be stored outside the Bank's Network.

21. Operational Support:

The responsibilities of the selected Bidder include, but not limited to the following:

- 21.1. Support for all system and associated components of the End-to-End Digital Lending Solution.
- 21.2. Ensuring that the system is available 24x7.
- 21.3. Re-installations, in the event of system crash/failures.
- 21.4. Develop Standard Operating Procedures (SOPs) as per best practices and requirements of the bank.
- 21.5. Ensure timely fine tuning of the application to enhance the end-user experience.
- 21.6. Ensure implementation of policies as per regulatory requirements issued from time to time.
- 21.7. System shall be able to enhance/ integrate the solution with new regulatory requirements on ongoing basis with minimal effort.
- 21.8. Bidder is responsible for Process Reengineering and redefining processes. The scope includes the following:
 - 21.8.1. Understand the current product, processes, delivery mechanisms and process flows

- 21.8.2. Define process discovery and project scoping thereby closely analyzing the processes and suggesting areas of improvement
- 21.8.3. Process modelling and Design - thereby involving designing / re-designing of processes which includes representation of process flow, factors within.
- 21.8.4. Re-define the revised process flows for seamless product delivery and enhanced customer experience.
- 21.8.5. Re-define all process for all products and services across retail, MSME and agriculture.
- 21.8.6. Preparing Standard Operating Procedures (SPOs) and Service Levels.
- 21.8.7. Rules and workflow management thereby doing a sequential representation of operations, processes, prioritization and efficiency.
- 21.8.8. Process reengineering thereby making complex processes more efficient to achieve productivity and efficiency.

22. Other Requirements:

- 22.1. The Bidders shall have in place a documented Quality and Audit process. A copy of the same shall be made available along with the technical bids.
- 22.2. The solution should be able to receive feeds from global agencies wherever applicable and any new feed on security information should be fed instantly.

We hereby comply with the Scope of Work mentioned from Point no. 1 to 22.2 of Annexure-5.

Date

Signature with seal

Name :

Designation :

Annexure-6

Bank Guarantee Format for Earnest Money Deposit

To
The Deputy General Manager
Canara Bank,
Procurement & Vendor Payments Section,
Digital Banking Services Wing,
Head Office Annexe - (K G Road),
2nd Floor, Devanga Towers, K G Road, Bengaluru - 560 009

WHEREAS _____ (Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated _____ (Date) for the execution of (Name of Contract) _____ (hereinafter called "the Tender") in favor of _____ hereinafter called the "Beneficiary";
KNOW ALL MEN by these presents that we, _____ (name of the issuing Bank), a body corporate constituted under the _____ having its Head Office at _____ amongst others a branch/office at _____ (hereinafter called "the Bank" are bound unto the Beneficiary for the sum of Rs _____ (Rupees _____ only) for which

payment well and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents;

THE CONDITIONS of this obligation are:

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

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

Notwithstanding anything contained herein

- Our liability under this Bank Guarantee shall not exceed ₹ _____ (Rupees _____ only)
- 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 _____ 20.....

(SIGNATURE & SEAL OF THE BANK)

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

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

Annexure-7

Bill of Material

SUB: GeM Bid for Supply, Installation, Implementation, Integration, Roll Out, Operations and Maintenance of End-to-End Digital Lending Software Solution.

Ref: GeM bid ref. no. _____ dated _____.

Notes

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

Table A - Price details of End-to-End Digital Lending Software Solution

Sl. No.	Requirement Details	Unit Price with Three years Comprehensive onsite warranty and support (Incl. of GST)	4 th year AMC/ATS Charge (Incl. of GST)	5 th year AMC/ATS Charge (Incl. of GST)	Unit Price with Three years Comprehensive onsite warranty and support and with 2 Years AMC/ATS (Incl of GST)	Quantity	Total Cost with Three years Comprehensive onsite warranty and support and with 2 Years AMC/ATS (Incl. of GST)	Tax for Column F		Total Cost with Three years Comprehensive onsite warranty and support and with 2 Years AMC/ATS (Incl. of GST)
		A	B	C	D=A+B+C		E	F=DxE	G=% of tax	H=Tax Amt
1.	One-time Enterprise Software Perpetual (Unlimited Users) License fee for End-to-End Digital Lending Software Solution as per Annexure-1.									
2.	Any Other Software licenses (Break up details as per table below)									
3.	One time implementation cost of Base platform as per Annexure-5 & Annexure-3.1 & 3.2.									
4.	Total Cost of End-to-End Digital Lending Software Solution(Sum of column I of rows 1, 2 and 3)									

SOFTWARE BILL OF MATERIAL

Deployment location	Item	Name and Version	Quantity	To be Deployed on which Server
DC	OS licenses			
	Database Licenses			
	Middleware Licenses			
	Application Software licenses			
	Any other licenses			
DR	OS licenses			
	Database Licenses			
	Middleware Licenses			
	Application Software licenses			
	Any other licenses			
UAT	OS licenses			
	Database Licenses			
	Middleware Licenses			
	Application Software licenses			
	Any other licenses			

Table B -Implementation, Customization, Integration cost& Training Charges for loan segments

[Amount in Indian Rupees]

Sl. No.	Item Details	Segment details	Cost Price					Price details (Incl. of Taxes)
			Cost for implementation for ETB journeys [Excl. of taxes]	Cost for implementation for NTB journeys [Excl. of taxes]	Total Price details (Excl. of Taxes)	Tax for Column C		
			A	B	C=A+B	D% of tax	ETax Amt.	
1.	Retail Loan Segment	Home Loan to individual/s						
2.		Vehicle Loan (Car loan and Two wheeler loan)						
3.		Mortgage Loan (Individual)						
4.		Education Loan						
5.		Personal Loan						
6.		Top-up Loans to existing Retail Borrowers						
7.		Gold Loan (Personal) TL & OD						
8.		Overdraft Accounts (Clean & against Deposits)						
9.	MSME Loan Segment	MUDRA-Kishore-WC & TL						
10.		MUDRA-Tarun-WC & TL						
11.		MUDRA-Shishu-WC & TL						
12.		Term Loan-For Equipment/ Machinery & Commercial Vehicle-TL						
13.		Renewal of Existing WC Limit						
14.		Enhancement of Existing WC limit						
15.		Fresh WC limit (other than Mudra)						
16.		Cash Flow & Turnover based Products-Based on GST return-WC & TL						
17.		Supply Chain-Merchant/Seller finance-Financing Scheme for Dealers & Vendors of Reputed Manufacturing Companies (RMCs)- Bill Discounting /Invoice Financing Facility on Revolving basis						

Sl. No.	Item Details	Segment details	Cost Price					Price details (Incl. of Taxes)
			Cost for implementation for ETB journeys [Excl. of taxes]	Cost for implementation for NTB journeys [Excl. of taxes]	Total Price details (Excl. of Taxes)	Tax for Column C		
			A	B	C=A+B	D% of tax	ETax Amt.	
18.		Ware house Receipt Loan-Based on Ware house receipt-WC&DL						
19.		Mortgage Loan for Business purpose-LAP-WC&TL						
20.		MSME GOLD TL & OD						
21.	Agriculture Loan Segment	Kissan Credit Card Scheme (KCCS)						
22.		Kissan over Draft (KOD)						
23.		KisanTatkal						
24.		Agri Gold Loan - TL & OD						
25.		Dairy Loan						
26.		Agri Term Loans						
27.			SHG					
28.		JLG						
29.	Training Charges		xx	xx				
30.	Total Cost of implementation [total of column F from serial no 1 to 27]							

Table C - Charges for Onsite Resources

[Amount in Rupees]

Sl No	Description	Charges for one resource Per Month [Excl. of Taxes]	No. of Months	No. of Resources	Total Charges for resources [Excl. of Taxes]	Tax for Column d		Total Charges for resources [Incl. of Taxes]	
						Tax %	Tax Value		
		a	b	c	d=a*b*c	e	f	g=d+f	
1	Cost of L1 Onsite Resources*		60	3					
2	Cost of L2 Onsite Resource*		60	2					
3	Total Cost of resources[total of column g from serial no 1 and 2]								

Note: The quantity mentioned in Table-D is indicative only.

*Bank at its discretion can avail onsite / offsite resources based on the requirement. Bank can at its discretion decide the number of resources in case of Onsite/Offsite support. The selected bidder has to provide 500 man-days (Retail), 300 man-days (MSME) and 200 man-days (Agri) at no additional cost to the Bank during the term of the contract.

The variable charges, if any, like manpower required to improve OCR results and make it ready for using in any journey, charges to be paid to any service provider like CIBIL, Account Aggregator (if imposed in future), UIDAI etc. will be paid on actual basis. The vendor has to mention such cost/rate per function, if applicable, in the RFP cost item.

Table D - Cloud Hosting Charges

[Amount in Indian Rupees]

Sl. No.	Description	Location	Hosting charges per month [Excl. of Taxes]	No. of months	Total charges for hosting charges [Excl. of Taxes]	Tax for Column d		Total Hosting Charges [Incl. of Taxes]
						Tax %	Tax Value	
			a	b	c=a*b	d	e	f=c+b
1	Dedicated Cloud Hosting Charges	DC		60				
2		DR		60				
3		UAT		60				

Table-E
Total Cost for 5 Years Contract Period

[Amount in Rupees]

Sl. No.	Details	Total Cost [Incl. of Taxes]
1.	Total Cost of End-to-End Digital Lending Software Solution [Total of Column I]	
2.	Total Implementation, Customization & Integration cost & Training Charges for loan segments as per Table B [Total of Column F]	
3.	Total Charges for Onsite Resource as per Table-C [Total of Column g]	
4.	Total Cloud Hosting Charges as per Table F [Column f]	
5.	Total Cost of Ownership for providing End-to-End Digital Lending Software Solution[Total of row 1, 2, 3, 4and 5]	

The table mentioned above is for ready reference of the bidder. The bidder shall arrive at the final TCO as per the formula mentioned in the table above and submit the final TCO only in the GeM Portal while submitting the price bid.

Bidder shall NOT submit Commercial Bid elsewhere except in Price Bid Submission form of GeM Portal. Commercial bid submitted along with other documents shall result in the disqualification of the Bid without prejudice to other rights and remedies available to the Bank as per the Terms & Conditions of the RFP.

Undertaking

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

Date

Signature with seal

Name:

Designation:

Annexure-8

PERFORMANCE BANK GUARANTEE FORMAT

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

To : The General Manager,
Canara Bank,
DBS Wing, Head Office,
#35, K G Road, Bengaluru
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 and installation insurance up to Acceptance by the bank, Acceptance testing and also includes documentation, warranty, annual maintenance, if contracted, and training or demo of your personnel related to(Description of GeM bid)as per their Contract dated _____with you (hereinafter referred to as “the CONTRACT”)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein

- i. Our liability under this guarantee shall not exceed Rs..... (Rupees)
- ii. This guarantee shall be valid 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).

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

Dated this _____ day of _____ 2022.

For and on behalf 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

Annexure-10

NON-DISCLOSURE AGREEMENT

[On Firm's / Company's letter head]

SUB: RFP for _____.

Ref: RFP No. ____/____ dated _____.

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the Bidder, are agreeable to the formalities of deliverables as per timelines mentioned in the RFP for each ordered locations to Canara Bank, having its office at No 35, KG Road, Devanga Towers, HO (Annex), Bengaluru 560009 hereinafter referred to as the BANK and,

WHEREAS, the Bidder understands that the information regarding the Bank's IT Infrastructure shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the Bidder understands that in the course of submission of the offer for the subject RFP and/or in the aftermath thereof, it may be necessary that the Bidder may perform certain jobs/duties on the Banks properties and/or have access to certain plans, documents, approvals or information of the BANK; NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, in order to induce the BANK to grant the Bidder specific access to the BANK's property/information. The Bidder will not publish or disclose to others, nor, use in any services that the Bidder performs for others, any confidential or proprietary information belonging to the BANK, unless the Bidder has first obtained the BANK's written authorization to do so.

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

The Bidder shall not, without the BANKs written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the Bidder for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Date :

Signature with seal

Name :

Designation :

Annexure-11

Pre Contract Integrity Pact

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

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 _____, Deputy General Manager, DIT Wing, HO, Bengaluru representing Canara Bank, 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:

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 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 favor or disfavor 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
CHIEFEXECUTIVEOFFICER/AUTHORISED SIGNATORY

1)
2)

Witness
1)
2)

Annexure-12

FORMAT TO SUBMIT PRE-BID QUERIES

Sl.No	Annexure	Page No	Clause No.	Existing Clause	Query / Suggestions

Note:

1. Pre-Bid queries shall be submitted strictly as per the format above to hodbsdprocurement@canarabank.com as per the schedule mentioned in the Bid Control Sheet.
2. The Email Subject Shall be “Pre-Bid Queries for RFP- RFP-10/DBS/DIGITAL LENDING/2022”
3. Queries received after the scheduled date and time shall not be considered.

Annexure-13

Certificate of Local Content

Date:

To
The Deputy General Manager
Canara Bank
Digital Banking Services Wing
No 35, Devanga Towers, KG Road
Bengaluru 560009

Dear Sir,

Ref. : RFP No. : _____ Dated : _____

1. This is to certify that proposed _____ <services as per indicative commercial bid> is having the local content of _____% as defined in the above mentioned RFP and amendment thereto.
2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 - Revision vide Order No. P-45021/2/2017-PP (BE-II) dated Sept 16, 2020.

Counter-signed:

Bidder

Signature of Statutory Auditor/ Cost Auditor

Registration Number:

Seal:

Annexure-14

Bank Guarantee Format for Earnest Money Deposit

To
The Deputy General Manager
Canara Bank,
Procurement & Vendor Payments Section,
Digital Banking Services Wing,
Head Office Annexe - (K G Road),
2nd Floor, Devanga Towers, K G Road, Bengaluru - 560 009

WHEREAS _____ (Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated _____ (Date) for the execution of (Name of Contract) _____ (hereinafter called "the Tender") in favor of _____ hereinafter called the "Beneficiary";
KNOW ALL MEN by these presents that we, _____ (name of the issuing Bank), a body corporate constituted under the _____ having its Head Office at _____ amongst others a branch/office at _____ (hereinafter called "the Bank" are bound unto the Beneficiary for the sum of Rs _____ (Rupees _____ only) for which payment well and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents;

THE CONDITIONS of this obligation are:

- (c) If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or
- (d) If the Tenderer having been notified of the acceptance of his Tender by the Beneficiary during the period of Tender validity;
- iii. fails or refuses to execute the Agreement, if required; or
- iv. fails or refuses to furnish the performance security, in accordance with clause _____ of conditions of Contract.

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

Notwithstanding anything contained herein

- v) Our liability under this Bank Guarantee shall not exceed ₹ _____ (Rupees _____ only)
- vi) This Bank Guarantee is valid up to _____ and
- vii) 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 _____ 20.....

(SIGNATURE & SEAL OF THE BANK)

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

Name of the Bank: Canara Bank

Name of the Branch: DBS Wing

IFSC Code: CNRB0000056

Annexure-15

Application Integrity Statement

(To be submitted in the Company Letter Head with technical Bid)

RFP Ref No: _____ Dated: _____

In reference to the above mentioned RFP, We _____ (Name of the Bidder) undertake, that application supplied for Implementation of Digital Lending Solution as per the scope of this RFP is free of malware, free of any obvious bugs, and free of any covert channels in the code.

Authorized signatory Name:

Designation:

Place:

Date:

Annexure-16

Undertaking Letter for Central Minimum Wages Act & Labour Laws.

(To be submitted in the Company Letter Head with technical Bid)

To
The Deputy General Manager
Canara Bank,
Procurement & Vendor Payments Section,
Digital Banking Services Wing,
Head Office Annexe - (K G Road),
2nd Floor, Devanga Towers, K G Road, Bengaluru - 560 009

Dear Sir,

SUB: RFP for _____.

Ref: RFP No. ____/____ dated _____

Further to our proposal dated, in response to the Request for Proposal (Bank's tender No hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

In this regard we confirm that the employees engaged by our Company to carry out the services in your bank for the above said contract are paid minimum wages/ salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. All the employees/operator deployed as part of this solution/activity must comply with government's rules and regulations like minimum wages act, Provident Fund and ESIC facility standard. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for non-compliance to the above criteria.

We further authorize the Bank to deduct from the amount payable to the Company under the contract or any other contract of the Company with the Bank if a penalty is imposed by Labour Commissioner towards non-compliance to the "Minimum Wages / Salary stipulated by government in the Act by your company.

(Proof of compliance and labour license needs to be submitted along with the quotation).

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

Annexure-17

Undertaking Letter to the Bank on the Bidder's Letterhead

To
The Deputy General Manager
Canara Bank,
Procurement & Vendor Payments Section,
Digital Banking Services Wing,
Head Office Annexe - (K G Road),
2nd Floor, Devanga Towers, K G Road, Bengaluru - 560 009

Dear Sir,

SUB: RFP for _____.

Ref: RFP No. ____/____ dated _____

Further to our proposal dated, in response to the Request for Proposal (Bank's tender No hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person) Bidder's corporate name:

Place:

Date:

Annexure-18

Undertaking by the bidder

(TO BE PROVIDED ON LETTER HEAD)

To
The Deputy General Manager
Canara Bank,
Procurement & Vendor Payments Section,
Digital Banking Services Wing,
Head Office Annexe - (K G Road),
2nd Floor, Devanga Towers, K G Road, Bengaluru - 560 009

Dear Sir,

SUB: RFP for _____.

Ref: RFP No. ____/____ dated _____

We submit our Bid Document herewith.

We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid. We shall keep the price valid for the entire contract period from the date of issuance of the first Purchase Order.

If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as per mentioned in RFP.

Yours faithfully,

For.....

(Signature and seal of authorized person)

Place:

Date:

Annexure-19

Undertaking to abide by all By-Laws / Rules / Regulations

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)

To
The Deputy General Manager
Canara Bank,
Procurement & Vendor Payments Section,
Digital Banking Services Wing,
Head Office Annexe - (K G Road),
2nd Floor, Devanga Towers, K G Road, Bengaluru - 560 009

Sub: Declaration-Cum-Undertaking regarding compliance with all statutory requirements

In consideration of Canara Bank, a body corporate, constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at 112, J C Road, Bengaluru. (hereinafter referred to as "Bank" which expression shall include its successors and assigns), we, M/s....., having its Registered Office at....., do hereby, having examined the RFP for _____ with RFP Ref. No. _____ dated _____ including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.

We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force.

Dated this _____ day of _____, 20__.

Place:

For M/s.

.....

[Seal and Signature(s) of the Authorized Signatory (s)]

Annexure-20

Undertaking for Non-Blacklisting / Non-Debarment of the bidder
(TO BE PROVIDED ON LETTER HEAD)

To
The Deputy General Manager
Canara Bank,
Procurement & Vendor Payments Section,
Digital Banking Services Wing,
Head Office Annexe - (K G Road),
2nd Floor, Devanga Towers, K G Road, Bengaluru - 560 009

Dear Sir(s),

SUB: RFP for _____.

Ref: RFP No. ____/____ dated _____

- (a) We M/s _____, the undersigned hereby confirm that we have read and understood the eligibility criteria and fulfil the same.
- (b) We further confirm that all the information as per requirement of the Bank have been included in our bid.
- (c) Further we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- (d) We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.
- (e) We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.
- (f) (Deviation to the above if any, the Bidder must provide details of such action(s)

1.

2.

(Signature and the capacity of the person duly authorized to sign the bid for and on behalf of)

Annexure-21

**SELF-DECLARATION OF MSEs and STARTUPS
(TO BE PROVIDED ON LETTER HEAD)**

To
The Deputy General Manager
Canara Bank,
Procurement & Vendor Payments Section,
Digital Banking Services Wing,
Head Office Annexe - (K G Road),
2nd Floor, Devanga Towers, K G Road, Bengaluru - 560 009

SUB: _____
TENDER NO: _____ Dated: _____

Dear Sir,

We _____, declare that if we withdraw or modify our Bids during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, we note that we will be suspended for the period of three (03) years from being eligible to submit Bids for contracts with Canara Bank.

Place: [Signature of Authorised Signatory]

Date: Name:
Designation:
Seal:

Annexure-22

Compliance Statement
(TO BE PROVIDED ON LETTER HEAD)

SUB: RFP for _____.

Ref: RFP No. ____/____ dated _____.

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.

Description	(Yes/No)	Remarks/Deviations
Compliance to Terms & Conditions		
Compliance to Technical & Functional Requirements/ Specifications of the subject RFP		
Compliance to Scope of Work of Subject RFP		

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

Date :

Signature with seal

Name :

Designation :

Annexure-23

UNDERTAKING FOR APPLICABILITY OF PURCHASE PREFERENCE POLICY
(TO BE PROVIDED ON LETTER HEAD)

To
The Deputy General Manager
Canara Bank,
Procurement & Vendor Payments Section,
Digital Banking Services Wing,
Head Office Annexe - (K G Road),
2nd Floor, Devanga Towers, K G Road, Bengaluru - 560 009

SUB: _____

TENDER NO: _____ Dated: _____

Dear Sir,
We, M/s _____ (Name of Bidder) hereby confirm that the following purchase preference to be considered:

Description	Preference
Purchase Preference under Public Procurement Policy for MSE, or	
Purchase Preference (linked with local content)	

Note:

- (i) Please indicate your preference against only one policy.
- (ii) The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).
- (iii) In case a bidder is eligible to seek benefit under PP-LC policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy.
- (iv) In case a MSEs bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP for MSE 2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders.
- (v) The option once exercised cannot be modified subsequently.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Annexure-24

PURCHASE PREFERENCE

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

1. Micro & Small Enterprises [MSEs]:

- 1.1. Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification no. D.L.-33004/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the Government of India Guidelines:
 - 1.2.1. District Industries Centres or
 - 1.2.2. Khadi Village Industries Commission or
 - 1.2.3. Khadi & Village Industries Board or
 - 1.2.4. Coir Board or National Small Industries Corporation or
 - 1.2.5. Directorate of Handicrafts & Handloom or
 - 1.2.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
 - 1.2.7. For ease of registration of Micro and Small Enterprises (MSMEs), Ministry of MSE has started Udyog Aadhaar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.
- 1.2. MSEs should provide proof of their being registered as MSE (indicating the Terminal Validity Date of their Registration) **for the item** under Tender/ RFP along with their offer, with any agency mentioned in the Notification, including:
 - 1.2.1. District Industries Centres or
 - 1.2.2. Khadi Village Industries Commission or
 - 1.2.3. Khadi & Village Industries Board or
 - 1.2.4. Coir Board or National Small Industries Corporation or
 - 1.2.5. Directorate of Handicrafts & Handloom or
 - 1.2.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
 - 1.2.7. For ease of registration of Micro and Small Enterprises (MSMEs), Ministry of MSE has started Udyog Aadhaar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.
- 1.3. 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 at least 25% of total tendered value. In case there are more than one MSEs within such price band and agree to bring down their price to L1, the 25% quantity is to be distributed proportionately among these Bidders.
- 1.4. MSEs are exempted from paying Application fee/cost & EMD, subject to furnishing of Valid certificate for claiming Exemption.
- 1.5. 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.
- 1.6. Bidder has to submit a self-declaration accepting that if they are awarded the

contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Canara Bank as per **Annexure-21**.

- 1.7. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.
- 1.8. The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.

2. **Startup:**

- 2.1. Applicable for Indian Bidders only as defined in gazette notification no. D.L-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.
- 2.2. As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in tender document.
- 2.3. Further, the Startups are also exempted from submission of Tender Fee and EMDs.
- 2.4. For availing the relaxations, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.
- 2.5. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Canara Bank as per **Annexure-21**.

3. **Procurement through Local Suppliers (Make in India):**

Department for Promotion of Industry and Internal Trade under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 16/09/2020 has notified revised guidelines to be followed to promote manufacturing and production of goods and services in India under "Make in India" initiative.

3.1. **Definitions:**

3.1.1. Local content' means a supplier or service provider whose product or

service offered for procurement meets the minimum local content as prescribed under the aforesaid order or by the competent Ministries/Departments in pursuance of the aforesaid order.

- 3.1.2. 'Class-I local supplier' means a supplier or service provider, whose product or service offered for procurement, has local content equal to or more than 50% (unless otherwise prescribed by the Nodal Ministry).
 - 3.1.3. 'Class-II local supplier' means a supplier or service provider, whose product or service offered for procurement, has local content more than 20% but less than 50% (unless otherwise prescribed by the Nodal Ministry).
 - 3.1.4. 'Non - Local supplier' means a supplier or service provider, whose product or service offered for procurement, has local content less than or equal to 20% (unless otherwise prescribed by the Nodal Ministry).
 - 3.1.5. The Margin of purchase preference shall be 20%.
- 3.2. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement:
- 3.2.1. In procurement of goods, services or works in respect of which the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.
 - 3.2.2. In procurement of goods, services or works, not covered under Clause 3.2.1 above, and with estimated value of purchases less than Rs.200 Crore, only 'Class- I local supplier' and 'Class-II local supplier' shall be eligible to bid, except when Global tender enquiry has been issued. In Global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.
- 3.3. For award of contract, the following clauses shall be applicable in addition to other provisions in the bidding document in this regard:
- 3.3.1. In the procurements of goods or works, which are covered under Clause 3.2.2 above and which are divisible in nature, the "Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - a. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - b. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling

within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

3.3.2. In the procurements of goods or works, which are covered under Clause 3.2.2 above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L 1.
- b. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L 1 price.
- c. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L 1 price, the contract may be awarded to the L1 bidder.
- d. "Class-II local supplier" will not get purchase preference in any procurement.

3.4. Purchase preference for domestic manufacturer/local supplier, methodology of its implementation, value addition to be achieved by domestic manufacturers, self- certification, compliance, monitoring and other terms & conditions shall be as per the aforesaid Guidelines/Notifications. The Guidelines may be treated as an integral part of the tender documents.

3.5. The preference to 'Public Procurement (Preference to Make in India) Order 2017' shall be subject to meeting technical specifications and full compliance of other terms and conditions of the RFP and Contract.

3.6. **Verification of local content:**

3.6.1. The 'Class-I local supplier'/ 'Class-II local supplier' shall be required to

indicate percentage of local content and provide self-certification (as per **Annexure-13**) along with the bid that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. Bidders shall also give details of the location(s) at which the local value addition is made.

3.6.2. The 'Class-I local supplier'/ 'Class-II local supplier' quoting value in excess of Rs.10 crores, shall be required to provide a certificate (as per **Annexure-13**) bid from the statutory auditor or cost auditor of the company (in case bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in case bidder is other than company) giving the percentage of local content.

3.7. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules issued by the Ministry of Finance for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

3.8. All the relevant documents/information regarding claim for preferential treatment under this policy must be submitted along with offer by the tenderers. Post tender submission of these information/documents shall not be considered. Further firms seeking these considerations shall be completely responsible for the truthfulness and authenticity of their claim for these benefits.

3.9. **Ministry of Electronics and Information Technology (MeitY):**

In furtherance of the Public Procurement (Preference to Make in India) Order 2017 notified vide reference cited above, Ministry of Electronics and Information Technology, Government of India has notified thirteen (13) electronic products vide reference F.No.W-43/4/2019-IPHW-MeitY dated 07.09.2020.

3.9.1. Domestic Manufacturers are required to indicate the domestic value addition/Local Content in terms of Bill of Material (BoM) for the quoted products, in terms of aforesaid guidelines, in their bid. Bidders, claiming to bid in the status of domestic manufacturer/local supplier on behalf of domestic manufacturer are also required to give an undertaking in the format as given in MeitY Form-1 on Canara Bank Website (Tenders Section).

3.10. **Department of Telecommunications (DoT):**

In furtherance of the Public Procurement (Preference to Make in India) Order 2017, Department of Telecommunications, Ministry of Communications, Government of India has notified Thirty-Six (36) Telecom Products, Services and Works vide reference No. 18-10/2017-IP dated 29.08.2018.

3.10.1. Domestic Manufacturers are required to indicate the domestic value addition/Local Content in terms of Bill of Material (BoM) for the quoted products, in terms of aforesaid guidelines, in their bid. Bidders, claiming to bid in the status of domestic manufacturer/local supplier on behalf of domestic manufacturer are also required to give an undertaking in the format as given in DoT Form-1 on Canara Bank Website (Tenders Section).

- 3.11. Canara Bank shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain complete back up calculation.
4. In case a bidder is eligible to seek benefit under Purchase PP-LC policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy by submitting **Annexure-23**. The option once exercised cannot be modified subsequently.
5. Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.
6. In case a MSEs bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders
7. For price matching opportunities and distribution of quantities among bidders (bidder's option to avail any one out of two applicable purchase preference policies, i.e., PP-LC-2017 or PPP- 2012 will be considered), the precedence shall be in the following order:
- 7.1. Public Procurement Policy for MSE 2012.
- 7.2. Purchase Preference linked with Local Content (PP-LC).

Annexure-25

Declaration regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India”

(To be submitted on Applicant’s Letter Head)

To,
The Deputy General Manager
Canara Bank,
Procurement & Vendor Payments Section,
Digital Banking Services Wing,
Head Office Annexe - (K G Road),
2nd Floor, Devanga Towers, K G Road, Bengaluru - 560 009

Subject : Declaration in respect of “Restrictions on procurement from a Bidder of a country which shares a land border with India” pursuant to Order No: F.No 6/18/2019-PPD dated: 23-July-2020 from Department of Expenditure, Ministry of Finance.

Dear Sir,

With reference to our bid proposal for participation in Canara Bank RFP Ref No: _____ Dated: _____, I/we hereby confirm that, I/We have read the Order No: F.No 6/18/2019-PPD dated: 23-July-2020 and subsequent orders in this regard from Department of Expenditure, Ministry of Finance regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

I/We certify that we/our Collaborator/JV Partner/Consortium member/Assignee are/is not from such a country or, if from such a country, have/has been registered with the Competent Authority and we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

I/We hereby certify that we fulfil all requirements in this regard and are eligible to be considered to participate in above mentioned tender.

I/We hereby confirm that we shall be abiding by the rules and regulations mentioned under Order No: F.No 6/18/2019-PPD dated: 23-July-2020 from Department of Expenditure, Ministry of Finance, for participating in above mentioned tender.

We further confirm that evidence of valid registration by the Competent Authority for us/our Collaborator/JV Partner/Consortium member/Assignee, as applicable, is enclosed as Annexure_____.

***Bidder to strike-off the part, if not applicable.**

****Bidder to mention the Annexure no.**

Date : _____
Place : _____

Seal of Organization & Signature
of Authorised Applicant

Annexure-26

UNDERTAKING LETTER- TAXES AND TDS

[On Bidder's letter head]

To
The Deputy General Manager
Canara Bank,
Procurement & Vendor Payments Section,
Digital Banking Services Wing,
Head Office Annexe - (K G Road),
2nd Floor, Devanga Towers, K G Road, Bengaluru - 560 009

SUB: _____

TENDER NO: _____ Dated: _____

Dear Sir/Madam,

We understand that:

- (a) Bank shall be placing order to the Selected Bidder(s) exclusive of taxes only and that all applicable Taxes will be paid at actual.
- (b) It will be responsibility and liability of the selected bidder to levy applicable Taxes & duties in terms of Government guidelines from time to time.
- (c) Service Provider shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.
- (d) Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by Service Provider and the Bank shall not be liable for the same.
- (e) Wherever the laws and regulations require deduction of such taxes at the source of payment (TDS), the Bank shall effect such deductions from the payment due to Service Provider. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Contract.

Date:

Company Seal :

**Signature, Name & Designation of Authorized
Person(s)**

Annexure-27
AUTHORIZATION LETTER FORMAT

(To be presented by the authorized person at the time Bid Opening on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company)

Ref:

Date:.....

To,
The Deputy General Manager
Canara Bank,
Procurement & Vendor Payments Section,
Digital Banking Services Wing,
Head Office Annexe - (K G Road),
2nd Floor, Devanga Towers, K G Road, Bengaluru - 560 009

Sir/Madam,

SUB: Your RFP Ref No: _____ dated _____ for Procurement, Personalization, Pin Printing, Dispatch, Tracking and Management Services of EMV Chip Debit Cards (Contact & Dual Interface Cards including NCMC)

Mr/Ms/Mrs. _____ is hereby authorized to attend the Bid Opening of the above RFP on behalf of our organization.

The specimen signature is attested below:

Signature of Representative

Signature of Representative
(To be signed in front of Bank Official)

Signature, Name & Designation of Authorizing Authority

Company Seal

NOTE: This Authorization letter is to be carried in person. Separate authorization letters are required for each event and representative.

Annexure -28

Integrations / Data Aggregators Services

Purpose / Category	Description / Features	Max marks	Bidder's Compliance (FC/PC/NC)	Bidder's Remarks, if any
Channels	a. psbloanin59minutes.com	1		
	b. Vidyalakshmi portal	1		
	c. Jan Samarth	1		
	d. TREDs	1		
	e. State Land records Portals	1		
	f. BankBazaar	0.5		
	g. PaisaBazaar	0.5		
	h. Deal4Loans	0.5		
	i. WishFin	0.5		
	j. MyLoanCare	0.5		
Internal Systems	a. Core Banking	1		
	b. Mobile Banking	1		
	c. Internet Banking	1		
	d. Lead Management System	1		
	e. LAPS	1		
	f. Single Authentication Service(SAS) Applications	1		
	g. Document Management System (DMS)	1		
	h. AML	1		
	i. EWS	1		
	j. EFRM	1		
	k. Existing analytics/MIS platform	1		
Credit Guarantee	a. CGTMSE	1		
	b. CGFMU	1		

Purpose / Category	Description / Features	Max marks	Bidder's Compliance (FC/PC/NC)	Bidder's Remarks, if any
	c. CGFSEL	1		
	d. CGSSI	1		
Income Verification & Surrogates	a. Bank Statement Fetch and Analysis	1		
	b. Credit Card Statement	1		
	c. ITR, Form 26AS validation & Analysis	1		
	d. GST Validation & Analysis	1		
	e. Utility Bills	1		
	f. Mobile Bills	1		
	g. Financial Statement Analysis and Automated CAM	1		
	h. Account Aggregator	1		
	i. Provident Fund	0.5		
	j. Shopping data	0.5		
	k. Travel data	0.5		
	l. Social media data	0.5		
Risk & Fraud checks	a. Litigation Check	1		
	b. Fraud Screening - RBI Fraud Registry or other sources.	1		
	c. RBI Defaulter's Lists	1		
	d. AML Check	1		
	e. Black Listed Customer Check on internal & external platforms, if any.	1		
Credit Rating	a. Fitch	0.5		
	b. CRISIL	0.5		
	c. ICRA	0.5		
	d. CARE	0.5		

Purpose / Category	Description / Features	Max marks	Bidder's Compliance (FC/PC/NC)	Bidder's Remarks, if any
	e. SMERA	0.5		
	f. Moody's	0.5		
	g. Brickwork	0.5		
	h. India ratings & research	0.5		
Credit Bureau	a. Consumer credit	1		
	b. SME credit	1		
	c. Multi-bureau service	1		
	d. Credit report analyzer	1		
KYC / Identity Verifications	a. DigiLocker	1		
	b. Centralized KYC	1		
	c. Video KYC	1		
	d. PAN Validation	1		
	e. Aadhaar OTP eKYC	1		
	f. Aadhaar biometric eKYC	1		
	g. Aadhaar OKYC	1		
	h. Aadhaar masking	0.5		
	i. Aadhaar vault	0.5		
	j. KYC OCR	1		
	k. Business KYC verification	1		
Identity & data verification	a. Name match	1		
	b. Address match	1		
	c. Email verification	1		
	d. Address split	1		
	e. Name split	1		
	f. Bank account verification	1		

Purpose / Category	Description / Features	Max marks	Bidder's Compliance (FC/PC/NC)	Bidder's Remarks, if any
	g. Liveliness check	1		
	h. Face match	1		
	i. Geo-location	1		
Employment Checks	a. Office email ID check	1		
	b. Company list and categorization	1		
	c. Company verification	1		
	d. EPFO	1		
Company / Directors / Partners Verification	a. MCA data fetch & Analysis	0.5		
	b. Udyami Number	0.5		
	c. UdyogAadhaar	0.5		
	d. Merchant verification	0.5		
Property Checks	a. Property Title Documents	1		
	b. Litigation Documents	1		
	c. CERSAI	1		
	d. Property Rates	1		
	e. Encumbrance Certificate (In states where ever digitally available)	1		
Vehicle Verification	a. Vehicle RC Authentication	0.5		
	b. Vehicle RC Authentication Advanced	0.5		
	c. Vehicle RC Search	0.5		
	d. Vehicle Alerts Check	0.5		
eSign	a. AadhaareSign	1		
	b. Document eSign	1		
eMandate	a. Enable setup of recurring payments through netbanking / UPI / debit card for a single applicant	1		

Purpose / Category	Description / Features	Max marks	Bidder's Compliance (FC/PC/NC)	Bidder's Remarks, if any
	including Bank A/C Verification (Penny Drop)			
Payment	a. Payment Gateway	1		
	b. eNach	1		
	c. eMandate	1		
Communication	a. SMS Gateway	0.5		
	b. Email Gateway	0.5		
	c. Whatsapp	0.5		
	d. IVR	0.5		
Digital Marketing / Lead Management / Tracking	a. Facebook	0.5		
	b. Twitter	0.5		
	c. Google	0.5		
Alternate data source	a. Environmental, economic, transactional data and other data from ecosystem.	1		
Mobile Metadata / SMS Scraping	a. Fetch, store, process and analyse borrower's mobile and SMS data and provide output.	1		
Agri Loan related services	a. RTC (Only in those state where land records are digitized).	1		
	b. Cropping pattern or crop intensity (Through satellite imaging).	1		
	c. Irrigation (perennial or seasonal) (Through satellite imaging).	1		
	d. Incremental income from farm operations.	1		
	e. System should be able to note lien on land records (Only in those state where land records are digitized).	1		
Others	a. Spend Analyzer & Portfolio Builder	1		

Purpose / Category	Description / Features	Max marks	Bidder's Compliance (FC/PC/NC)	Bidder's Remarks, if any
	b. Legal & Compliance Details/status	1		
	c. Demographic Data	1		
	d. POS and Payment Data - To analyse financial & transactional data	1		
	e. OCR & Document compression - Fetch, save and auto populate data from multiple documents.	1		
	f. Insurance companies	1		
	Total	100		

Note: The Bidder shall be awarded full marks as allotted for a line item if it is fully compliant (FC)-No customization is required, half of maximum allotted marks for a line item if it is partially compliant (PC)- Customization is required and no marks for a line item if it is, Non complaint (NC)- feature cannot be made available in the product.

NOTE: Above mentioned list is indicative and not exhaustive. Bidder shall submit all the documents as asked under various clauses in the RFP. It is bidder's responsibility to submit all the documents along with its bid.

Annexure - 29

Technical & Functional Requirements - Compliance

SNo.	Technical, Functional and Integration Requirements	Bidders Compliance Status			
		FC	PC	NC	Remarks, If any
1	User management, Registration and Login (Max 10 Marks)				
1.1	User Managements hall be provided for Customers as well as employees, agents, partnersetc.in this DLP platform.				
1.2	Users of the platform (Customer, staff and partners) shall be able to self- register using various authentication methods like Aadhaar OTP/Biometric, Mobile/email OTP, Bank Account based, Social Media accounts, HRMS etc. There should also be option of pre-registration based on available details with the Bank.				
1.3	Platform shall also provide login and Password management facility and maintain logs for activity of the user on the platform.				
1.4	Bank admin(s) at different hierarchies should be able to add new users, update and remove existing users to/from designated business unit/ branch/ processes/ roles as per user rights. Also the user/roles of the uses to be uploaded through XLS/CSV etc. or integrated with Bank HRMS / Attendance System.				
1.5	DLP shall provide role-based access to users of the platform for securing critical user information captured on the platform. Specified user should have access to manage the user journey screens including making a field editable, read-only, completely hidden or even				

SNo.	Technical, Functional and Integration Requirements	Bidders Compliance Status			
		FC	PC	NC	Remarks, If any
	create new fields specified for the roles based on hierarchy and function.				
1.6	DLP shall enable specified users to Define and modify the approval limits, branches and organization structure				
1.7	Platform to integrate with Bank's HRMS, Single Sign on etc. for enabling seamless registration and login of employees on the platform.				
1.8	Automation of user data updates (like Branch, Circle, RO update) on the basis of HRMS Data and other changes.				
2	Product Configuration (Max 20 Marks)				
2.1	The platform shall have the functionality to create, configure, modify, update and delete products and its subtypes by specified users of the Bank.				
2.2	The configurable parameters include but not limited to product type, product details, eligibility norms, Interest rate, service charges, repayment type, appraisal methodology etc.				
2.3	Platform shall have the functionality of Configuration, calculation and integration with internal bank system for pre-approved products.				
2.4	Platform shall be highly parameterized and should be able to configure the new change/modification in parameters/new products and workflows from admin portal				
3	Workflow Engine (Max 30 Marks)				
3.1	The platform shall provide End-to-end workflow management				
3.2	The platform shall provide Structured and configurable				

SNo.	Technical, Functional and Integration Requirements	Bidders Compliance Status			
		FC	PC	NC	Remarks, If any
	workflow for automatic and secured routing of application				
3.3	The platform shall have the configurable workflow depending on channel, product, scheme, source, and any other available to assign applications to specific loan officers by type of loan or loan amount				
3.4	Platform should have functionality to allocate application to specific approvers/users and allocate cases based on preset logic				
3.5	Platform should have the ability to add users to designated business unit/branch/ processes/ roles				
3.6	Platform should allow creation and modification of the approval limits for branch wise and role wise users across the organization structure.				
3.7	Platform should be configurable to have more user types/ levels to accommodate process changes/ audit or any other functional/ reporting requirement				
3.8	Platform should have the functionality to define STP approval method as well as Assisted mode approval method with single or multiple approver levels across the organizational structure of the Bank.				
3.9	Platform should have the functionality of Sequential and/or parallel movement of approval.				
3.10	Platform shall have the functionality of auto assigning and assigning by specified users with Escalation/Reallocation of cases, if not attended by the assigned user due to any reason.				

SNo.	Technical, Functional and Integration Requirements	Bidders Compliance Status			
		FC	PC	NC	Remarks, If any
3.11	Platform should have the functionality of configurable maker checker facility under assisted mode for different activities like data entry, documents, approval etc. as per the Bank's requirement.				
3.12	Platform shall have the functionality to Modify the existing workflows by business users through an easy to use front-end Admin panel.				
3.13	Platform shall store every version of workflow change. Option to choose whether to run existing processes on an older version or force them to run a newly configured iteration				
3.14	Platform should have start date and end date for a particular work flow/loan product based on set parameters.				
4	BusinessRule Engine (Max 30 Marks)				
4.1	The platform shall provide functionality to configure rules, risk scorecards, limit assessment models and credit policies as per the guidelines of the Bank.				
4.2	The Business Rule Engine (BRE)/ Credit Decisioning Engine (CDE) shall be customizable as per Bank's business and regulatory requirements with functionality of enable and disable selected rules as per the need.				
4.3	The platform should be capable of configuring and deploying multiple credit scoring and Limit assessment models and risk scorecards for same or different products as per the needs of the Bank				
4.4	Platform shall provide functionality to assess				

SNo.	Technical, Functional and Integration Requirements	Bidders Compliance Status			
		FC	PC	NC	Remarks, If any
	aggregated data (internal, external, structured, and unstructured) and reports to create Credit Risk Assessment models and Scorecards for enabling automated and assisted credit decisioning.				
4.5	DLP shall have Credit decision making based on the proposal evaluation analysis and credit risk rating				
4.6	DLP shall Facilitate users/reviewers in understanding assessments through detailed credit appraisal memo generated by the system.				
4.7	The system shall generate 360-degree customer profile and overall scorecard along with Credit Appraisal Memo (CAM) having application details, applicant (individual / proprietor /partner/Director etc.) details, financial details and analysis, credit history, assessed credit limits, risk scoring and grading, GST, Tax and other details as required by the Bank.				
4.8	The CAM generated by BRE should also provide explanations and reasonings to the users/reviewers for each data point presented, analyzed and decisioning made through this platform.				
4.9	The platform should be able to process application in STP and Assisted mode both. Applications can be rejected by attributing proper reasoning or sanctioned on compliance to Bank's STP guidelines in real-time and automatic manner without any manual intervention by the system.				
4.10	Applications requiring Assisted journey as per Bank's				

SNo.	Technical, Functional and Integration Requirements	Bidders Compliance Status			
		FC	PC	NC	Remarks, If any
	guidelines shall be recommended and or in-principle approved and forwarded by the system to the selected/specified branch/back-office/official/agent/ partner etc. for onward processing and sanction.				
4.11	The platform shall have the facility to reject the application with reasons and allow review of rejected applications through user interface that includes the reason for rejection.				
4.12	The platform should provide exception and deviation management related to credit policies across hierarchy with defined TAT parameters and approval chain.				
4.13	The platform shall have easy configuration and change of credit assessment models within the credit rules engine				
4.14	The platform shall have functionality to simulate new credit assessment models				
4.15	DLP shall AI and ML based automated implementation of Business Rule Engine.				
5	Document Management (Max 10 Marks)				
5.1	Platform shall have the functionality to configure and customize document management processes and create a seamless association of digital content across all loan products in the digital lending Ecosystem				
5.2	The platform shall have the functionality of deduplication and smart indexing functionality for faster searching and smart document suggestion.				

SNo.	Technical, Functional and Integration Requirements	Bidders Compliance Status			
		FC	PC	NC	Remarks, If any
5.3	Platform shall have the functionality of mapping document type to products, journeys and roles.				
5.4	Platform shall have the functionality of Version control mechanism to track the documents while also allowing rollbacks				
5.5	Platform shall have the functionality of instant results and quicker retrieval of key documents by advanced content management capabilities and advanced filtering criteria				
5.6	Platform shall have the functionality of Instantaneous document search by text content, metadata or any other file attributes such as name, extension, etc				
5.7	Platform shall support smart archival of documents of multiple and varying formats				
5.8	Platform shall be able to integrate with Banks' Internal Document Management System.				
6	Reports & Dashboards (Max 20 Marks)				
6.1	The Dashboards and reports shall be customizable and will provide archived and live data about Administration, Business and Performance metrics of the Bank including its agents and partners available on the platform. The wireframes for the Dashboard shall be prepared and shared by the bidder.				
6.2	The platform shall provide access to multiple dashboards with flexibility of adding filters to slice the data as per requirement.				
6.3	User status (active, inactive, disabled, etc. across geography				

SNo.	Technical, Functional and Integration Requirements	Bidders Compliance Status			
		FC	PC	NC	Remarks, If any
	and hierarchy) reports should be made available on the dashboard.				
6.4	Reports related to various business parameters like product-wise total sanctions, pending, rejected loans, reason of rejections etc. across journey stages, geography, and hierarchy.				
6.5	Reports related to TAT at various stages across geography and hierarchy				
6.6	Comparative analysis and presentation of Business and performance data				
6.7	AI, ML based Analytical study on customer profile, sanctioned loans, rejected loans etc. at Bank level with geographical segmentation.				
6.8	Reports related to system performance metrics				
6.9	The platform shall provide Dashboard for customers on web as well as mobile application to provide information like application status, loan availed, repayment, outstanding, payment option, statement generation, historical transactions, customized offering, servicing request, post disbursal intimations etc.				
6.10	The platform shall provide Dashboards to be shared with partners/ other stakeholders either as snapshot or updated metrics through share mode and, on the Dashboard, & reports section on the agent/partner application developed as part of the platform.				
6.11	The platform shall provide Reports like SLA reports, Stage wise pending reports, Scorecard parameter and				

SNo.	Technical, Functional and Integration Requirements	Bidders Compliance Status			
		FC	PC	NC	Remarks, If any
	overall score Report, User Access Rights Report, Executive Summary Report, Audit Reports etc.				
6.12	The platform shall provide Statistical report like Number of, proposals assigned, Number of proposals completed, Time taken to complete each proposal, Process History Report etc.				
6.13	Platform shall provide Exception reports/ Deviation Reports to be available to specified users of the Bank.				
6.14	Platform shall provide MIS Reports as per regulatory / statutory guidelines /requirements				
6.15	Platform shall have flexibility of defining new reports which can be generated periodically. Reports to be made downloadable across different formats as well as support the sharing of reports through various distribution methods (email/notification/web hook etc.)				
6.16	System should be able to generate different kind of reports keeping in mind hierarchy of reporting required in the bank.				
6.17	Platform shall provide the functionality to extract standard reports in PDF and exportable to Word or Excel or other data analysis formats				
7	Analytics (Max 5 Marks)				
7.1	DLP shall extract any or all data for analytical functions or for other purposes for end users or other systems at Bank in desired format				
7.2	DLP shall support Lending Analytics for data- driven insights in areas such as identifying new products for				

SNo.	Technical, Functional and Integration Requirements	Bidders Compliance Status			
		FC	PC	NC	Remarks, If any
	specific customer segments, targeting the right customers, optimizing marketing campaigns, offering risk-based pricing.				
8	Lead Management, Notifications & Alerts (Max 10 Marks)				
8.1	The bidder shall provide complete Lead Management Lifecycle including lead allocation and distribution, tracking of lead through its lifecycle and event-based alerts and notifications.				
8.2	Platform shall automatically and manually allocate leads to respective agents and/ or Bank users for processing the leads. The allocation can be based on workload, geography, product, loan amount, branch, customer segment, hierarchy etc.				
8.3	The system should also integrate with Bank's internal lead management/CRM solution and with other third-party partners, aggregators, websites and external lead generation system as required by the Bank.				
8.4	The platform shall have the functionality to send automated e-mails, SMSs, Notifications to ETB and NTB customers during their loan journey with details, timing and frequency specified by the Bank				
8.5	The Web and Mobile applications developed as part of the platform shall provide functionality to send in-app and push notifications to its users. Bank's specified users shall be given access to a interface for managing the content, frequency etc of the notifications.				

SNo.	Technical, Functional and Integration Requirements	Bidders Compliance Status			
		FC	PC	NC	Remarks, If any
8.6	The platform shall provide the functionality to send both normal as well as exception alerts users of the platform which can be required as part of promotional efforts, operational information flow, pendency monitoring or for any other requirement of the Bank				
8.7	Platform shall have the functionality to alert/notify the branch/back-office/agent/partners about the customer loan journey depending on the actionable/events defined by the Bank. E.g. if KYC fails, Documents are not submitted etc.				
8.8	Platform shall have the functionality to Store all e-mail/electronic communications/SMS (external and internal) for recommendations, concurrence etc. electronically as part of all loan documentations				
8.9	DLP shall have the functionality to provide configurable communications basis various communications in entire journey.				
9	Compliance / Covenant Tracking (Max 5 Marks)				
9.1	The DLP should have the capability of Report generation on Compliance / non Compliance. In case of Non / Compliance, loan wise report to be generated and alerts to be given to link with future disbursement with specific override options.				
10	Collection / Repayment Management (Max 10 Marks)				
10.1	System should have the ability to send Emails/SMS to the				

SNo.	Technical, Functional and Integration Requirements	Bidders Compliance Status			
		FC	PC	NC	Remarks, If any
	External agency/borrowers/guarantors /co-borrowers/co-obligants/co-applicants to initiate the required process immediately.				
10.2	System should provide user-defined watch lists/tag loan accounts to watch lists and be able to define specific actions to be taken on loan accounts. At the time of Hands off, System should generate repayment period along with moratorium, if any and the same shall be auto synced with CBS.				
10.3	System should be able to allocate cases to appropriate delinquency buckets/define multiple cycles for delinquency tracking and assign cases to cycles.				
10.4	System should be able to record all follow-up actions with date/time and alert users of next actions.				
10.5	System should be able to throw alerts to borrowers/guarantors/co-borrowers/co-obligants/co-applicants, with critical amount and pay-by-date in all accounts i.e Standard, SMA-1 and SMA-2 including branches and controlling offices.				
10.6	System should be capable of keeping a trail of events right from the first default date with commitments, response and Bank's action with date, amount details as well as in the form of notes.				
10.7	System should have functionality to prohibit overdue account holders from standing guarantors for any other facility or for any other borrower.				

SNo.	Technical, Functional and Integration Requirements	Bidders Compliance Status			
		FC	PC	NC	Remarks, If any
10.8	System should have functionality to restrict such overdue borrowers from taking further facilities/loans from Banks.				
11	<p>Credit Monitoring / Delinquency Management.</p> <p>(Max 5 Marks)</p> <p>DLP should have a customizable Loan monitoring system as per Banks' Process flow comprising the following all aspects such as Guarantee Cover (CGTMSE, NCTGC, CGFMU), Subsidy, External Rating, Claims Management, Monitoring Checklist, Monitoring Alerts (Financial / Non-Financial Alerts).</p>				
12	<p>Audits Trails & Error Logs.</p> <p>(Max 5 Marks)</p>				
12.1	The platform shall have the functionality to provide audit trail report on all activities performed on the system/ proposal including data modification				
12.2	The platform shall have the functionality to provide history of each of parameters change				
12.3	Where any deficiency has been observed during audit of Solution Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, Solution Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by Solution Provider shall require to be certified by the Auditors				

SNo.	Technical, Functional and Integration Requirements	Bidders Compliance Status			
		FC	PC	NC	Remarks, If any
	covering the respective risk parameters against which such deficiencies have been observed.				
12.4	The platform shall have the functionality to provide error log management				
13	Others (Max 40 Marks)				
13.1	Functionality to upload and capture documents and read/extract text, images etc. through OCR.				
13.2	Functionality to validate the account via penny drop and other available mechanism.				
13.3	Platform shall support all types of applicants like individual, joints, proprietorship, company etc				
13.4	Platform shall support Multi Channel Lead management, monitoring and processing including TAT management				
13.5	Platform shall have functionality to configure Bank's Risk and security policies				
13.6	Platform shall provide facility to all users of the platform to fetch application details and status enquiry should be possible within the system				
13.7	Platform should be able to generate letters, forms, loan, legal documentation & all desired template automatically. The generated forms should be modifiable/configurable/editable from backend by Bank				
13.8	Platform should enable E-Signature & E- Stamping wherever possible or it to be applied at any stage of processing.				
13.9	Platform should have functionality to resume and login back at the same stage where the customer has left				

SNo.	Technical, Functional and Integration Requirements	Bidders Compliance Status			
		FC	PC	NC	Remarks, If any
13.10	Platform shall provide the functionality by which customer can be able to create his profile, login and password.				
13.11	Platform should have the capability of enhancement with add-ons like Analytics, third party users/ auditors/ valuers / advocates/ stock auditors/ due diligence agencies.				
13.12	Platform should have the capability of customizable data entry screens designed for a given customer type.				
13.13	Platform should have the capability of De- duplication based on parameters specific to customer type.				
13.14	In case an application is unattended in the queue for a specified period, DLP should have the provision for auto-triggered escalations.				
13.15	Platform should have the ability to generate automated e-mails /SMSs during whole lead to Bank's employees, business units and agents/partners as per Bank's requirement.				
13.16	Platform should support a business rules engine to support different types of Application routing mechanism including Sequential routing, Parallel routing, Rule based routing & Ad-hoc routing				
13.17	Platform should have the ability to capture and red flag customers who re-apply for the same loan				
13.18	Platform should have a comprehensive training manual with built-in "help" menu in system.				
13.19	Platform should have the ability to generate bank specified documents				

SNo.	Technical, Functional and Integration Requirements	Bidders Compliance Status			
		FC	PC	NC	Remarks, If any
	(compatible with Bank's watermark and digital signature) like application forms, sanction letter and documentation with prefilled data.				
13.20	Platform should functionality to extract required data for further analytical functions or for other purposes for end users or other systems at Bank in desired format.				
13.21	Platform shall provide a portal for the call center team to assist the customers in completing their loan journey as per banks requirement.				
13.22	Platform should provide Legal, CPV and technical valuation and other verification agencies and partners of the Bank, the ability to view the list of loan profiles shared with them and also perform their investigation and submit reports online using the web and mobile app interface developed for them				
13.23	Platform should be capable of supporting product features. This may be as:				
	- Regular product parameters.				
	- Special campaign or category parameters				
	- Exceptions (approved through a defined process)				
13.24	Platform should have parallel processing abilities where at any point of time more than one user can view the case.				
13.25	Platform should have notification facility i.e. when an application is approved, ability to send auto-notification via Email/SMS to the receiving personnel/ other defined users to inform the application status.				
13.26	Platform should able to function two-way interactions				

SNo.	Technical, Functional and Integration Requirements	Bidders Compliance Status			
		FC	PC	NC	Remarks, If any
	with Core Banking System where loans approved in this system can be automatically open in Core Banking.				
13.2 7	Platform should have full version control along with ability to keep old versions retrievable in case of need.				
13.2 8	Dashboard builder should be available to allow the System Administrator to create and configure dashboard templates. This should be drag and drop based.				
13.2 9	Platform should have the ability to fetch and capture customer information on a detailed level. Details should include but not limited to: 1. Customer Name 2. Customer Address 3. Customer Account Number and ID 4. Customer KYC Details 5. Employment Details 6. Cust ID & Risk profile of the customer *Final list of details to be fetched will be finalized during SRS				
13.3 0	Platform should be able to flag and alert(pop up message)the user for missing essential information and further should be redirected to the path for updating the same.				
13.3 1	Platform must generate a unique request number for every loan application request and the application enquiry should be possible on specific keys definable parameter. The unique loan number generated should be easy to trace by the various users who may wish to track the application.				
13.3 2	Platform should have the ability to capture the date and time details of application like				

SNo.	Technical, Functional and Integration Requirements	Bidders Compliance Status			
		FC	PC	NC	Remarks, If any
	date of receipt, date of Login and other dates as defined by the Bank.				
13.3 3	Platform should have the ability to generate and notify pre-printed offer letter & Loan Documents for the customer				
13.3 4	The platform should have a dash board system where branch user or controlling offices can view or track the post sanction details (repayment status & Delinquency management), depending upon the configuration of parameters set up, as per the Bank's policy.				
13.3 5	Platform shall functionality to change font size, colour, contrast view and bank's watermark.				
13.3 6	Platform shall provide real-time customer analytics & predictive analytics from lead management system.				
13.3 7	Platform feedback page should have Option for "Leave Feedback", email, Visit Bank's official website, Banks' Social Media Accounts				
13.3 8	DLP should have the capability to support online survey for targeted customers to get customer feedbacks and measure satisfaction.				
13.3 9	Customer Mobile app should have the functionality of SMS Scrubbing as per requirement of the Bank				
13.4 0	Solution should have the capability to process the documents in languages other than English and Hind as well.				
14	The Platform shall support following Integrations: (Max 10 Marks)				
14.1	CBS, LMS/LOS, CRM, DMS, EDW/MIS system, EWS, AePS, IMPS, UPI, e-Banking				

SNo.	Technical, Functional and Integration Requirements	Bidders Compliance Status			
		FC	PC	NC	Remarks, If any
	Application, mobile banking application, HRMS system, e-NACH etc.				
14.2	Video KYC & Customer Onboarding System, Bank's NPA Management System, Bank's Risk Rating Application, Bank's Active Directory System, SMS & Email gateways				
14.3	UIDAI (e-KYC and other Aadhaar related services), e-Sign system, Stamping system, CERSAI, NSDL				
14.4	Credit Bureau (CIBIL, Equifax, Highmark, Experian)				
15	The Platform shall integrate with Bank's Data Aggregation, Third Party Business Partner and Analysis Service Provider(s) as per Annexure-16. (Max 100 Marks)				
16	Legal & Compliance Details- Integration with Banks system for the purpose of generation of report for individuals and corporate for present and past cases related to legal, security and regulatory authorities and their details. MCA defaulter List, Willful defaulter List Central Fraud Registry, CBI, ED, SFIO, Cybercrime etc. (Max 5 Marks)				
17	Fraud Checks like tampered document, irregular salary credit, Face Match, Name Match etc. (Max 5 Marks)				
18	Digital Footprint & Social Media Data- Digital footprint of the users to be captured and analyzed to identify fraud risk and customer sentiment using Email, IP Address, Device etc. (Max 5 Marks)				
19	Solution should be capable of migration from on-premises private cloud to public cloud				

SNo.	Technical, Functional and Integration Requirements	Bidders Compliance Status			
		FC	PC	NC	Remarks, If any
	and public cloud to on-premises private. (Max 5 Marks)				
20	The Solution deployed in cloud should be provided without any vendor locking and should have ability to shift across vendor without any migration efforts. (Max 5 Marks)				
21	The Solution should have BRE with capabilities to leverage AI & ML. (Max 5 Marks)				
22	Should have worked on data collection, processing, and analysis with Indian Schedule Commercial Banks. (Max 5 Marks)				
23	Should have experience of Onboarding customer as Indian KYC standards. (Max 5 Marks)				

Note:

FC - Service Provider having readily available solution for the given line item and ready with demo presentation.

PC - Service Provider who are having same nature of solution with customizable deployment with presentation. Prototype will be treated as non-compliant (NC).

NC - Service Provider who are not having any such solution to the given line item.

The Bidder shall be awarded full marks as allotted for a line item if it is fully compliant (FC), half of maximum allotted marks for a line item if it is partially compliant (PC)- and no marks for a line item if it is, Non complaint (NC)- feature cannot be made available in the product.