

Bid Document

Bid Details	
Bid End Date/Time	06-07-2021 15:00:00
Bid Opening Date/Time	06-07-2021 15:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	65 (Days)
Ministry/State Name	Ministry Of Finance
Department Name	Department Of Financial Services
Organisation Name	Canara Bank
Office Name	Department Of Information Technology
Item Category	Custom Bid for Services - ENGAGING THE SERVICES OF AN INSURANCE COMPANY FOR RENEWAL OF CANARA BANK C
Contract Period	1 Year(s)
Minimum Average Annual Turnover of the Bidder	200 Lakh (s)
Years of Past Experience required	3 Year (s)
Past Experience of Similar Services required	Yes
MSE Exemption for Years Of Experience and Turnover	Yes
Startup Exemption for Years Of Experience and Turnover	Yes
SHG Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	7 Days
Estimated Bid Value	40000000
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Required	No
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Splitting

Bid splitting not applied.

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
6. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

Additional Qualification/Data Required

Instruction To Bidder:[1623758662.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1623758677.pdf](#)

Scope of Work:[1623758685.pdf](#)

Special Terms and Conditions (STC) of the Contract:[1623758700.pdf](#)

Service Level Agreement (SLA):[1623758723.pdf](#)

Payment Terms:[1623758733.pdf](#)

GEM Availability Report (GAR):[1623758751.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1623758766.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2:[1623758776.pdf](#)

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
24-06-2021 15:00:00	Canara Bank,

Planning & Development Section
 Digital Banking Services Wing
 2nd Floor, Devanga Tower,
 No:35 KG Road, Bengaluru -560 009
 Contact: 080-22073847/3849
 Manager, P&D Section
 Email: hodbsplanning@canarabank.com

Custom Bid For Services - ENGAGING THE SERVICES OF AN INSURANCE COMPANY FOR RENEWAL OF CANARA BANK CARD INSURANCE PROGRAMME LOST CARD POLICY AND CANCARE POLICY UNDER NON TRADITIONAL INSURANCE POLICIES (1)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	ENGAGING THE SERVICES OF AN INSURANCE COMPANY FOR RENEWAL OF CANARA BANK CARD INSURANCE PROGRAMME LOST CARD POLICY AND CANCARE POLICY UNDER NON TRADITIONAL INSURANCE POLICIES
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Service Quantity of Procurement (to be chosen 1 in all circumstances)	Additional Requirement
1	Prakash Chandra Behera	560009, DBS Wing, No 35, Devanga Tower 2nd Floor, K.G Road. Bangalore	1	N/A

Buyer Added Bid Specific Additional Terms and Conditions

1. AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.
2. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
3. Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from Class 1 local suppliers as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document 50%. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in-India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small

Enterprises clause in the bid, the same will get precedence over this clause.

4. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
5. Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)
6. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
7. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
8. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
 - a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
 - b. Execution certificate by client with order value.
 - c. Any other document in support of order execution like Third Party Inspection release note, etc.

9. Malicious Code Certificate:

The seller should upload following certificate in the bid:-

- (a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-
 - (i) Inhibit the desires and designed function of the equipment.
 - (ii) Cause physical damage to the user or equipment during the exploitation.
 - (iii) Tap information resident or transient in the equipment/network.
- (b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

10. OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
11. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.
12. Preference to Make In India products (For bids less than 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
13. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
- 14.1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
15. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
 - i) The Seller fails to comply with any material term of the Contract.
 - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.

- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
 - iv) The Seller becomes bankrupt or goes into liquidation.
 - v) The Seller makes a general assignment for the benefit of creditors.
 - vi) A receiver is appointed for any substantial property owned by the Seller.
 - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
16. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---

REQUEST FOR PROPOSAL [RFP] FOR “ENGAGING THE SERVICES OF AN INSURANCE COMPANY FOR RENEWAL OF CANARA BANK CARD INSURANCE PROGRAMME [LOST CARD POLICY AND CANCARE POLICY] UNDER NON - TRADITIONAL INSURANCE POLICIES”

Description	Details
Contact Details	Canara Bank, Planning &Development Section Digital Banking Services Wing 2nd Floor, Devanga Tower, No:35 KG Road, Bengaluru -560 009 Contact: 080-22073847/3849 Manager, P&D Section Email: hodbsplanning@canarabank.com
Pre-Bid Queries	Participating insurers may submit their queries pertaining to the bid as per GeM Guidelines Only. <ul style="list-style-type: none"> • Subsequent changes made based on the suggestions and clarifications as per pre-bid meeting shall be deemed to be part of the RFP document and shall be uploaded on GeM Portal Only. • No suggestions or queries shall be entertained after pre-bid meeting. • No oral or individual consultation will 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.
Pre-Bid Meeting Venue	Canara Bank, P&D Section, 2nd Floor, Devanga Tower, No:35 KG Road, Bengaluru -560 009
Coverage of Insurance	Policy coverage for one year.
Insurance Brokers	GLOBAL INSURANCE BROKERS PRIVATE LIMITED Corporate/Registered Office - One Forbes 5th Floor Dr. V B Gandhi Marg Kala Ghoda, Fort Mumbai 400001 India. Contact Person - Shaun D’Souza Email ID - shaun.dsouza@globalinsurance.co.in
Commercial Bid Format	Commercial Bid Format (Annexure VI) 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. Successful L1 Bidder on GeM portal has to mandatory provide the price breakup in prescribed format ((Annexure VI) before awarding the final order by Bank.
Publication	This document can be downloaded from following website http://canarabank.com/english/announcements/tenders , https://bidplus.gem.gov.in/bidlists Any amendments, modifications, Pre Bid replies & any communication etc. will be uploaded in the GeM Portal Only. No individual communication will be sent to the individual bidders. The Bank reserves the right to Cancel or postpone the tender at any stage without assigning any reason.

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.

A. INTRODUCTION

1. About Canara Bank:

- 1.1 CANARA BANK, a body Corporate and a premier Public Sector Bank established in the Year 1906 under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head office at 112, J C Road Bengaluru-560002 and among others is having DBS Wing at Devanga Tower, No.35, K G Road, Bengaluru-560009. The Bank is having pan India presence of more than 10,127 branches, 24 Circle Offices and 176 Regional Offices situated across the States. The Bank is working on Core Banking System using Flex cube solutions. The Bank is a forerunner in implementation of IT related products and services and continuously making efforts to provide the state of art technological products to its customers. Bank has its Data Center (DC) site at Bengaluru and Disaster Recovery Center (DRC) site at Mumbai. Syndicate Bank amalgamated with Canara Bank along with all Banking operations under Canara Bank with effect from 01.04.2020.
- 1.2 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.
- 1.3 Sealed tenders are invited by CANARA BANK from all IRDAI approved General Insurance Companies for renewal of their Card Insurance policy under Two Bid System. Canara Bank has appointed & authorized M/s Global Insurance Brokers Private Limited as insurance broker for this purpose. The selection of the successful bidder shall be made through a bidding process. The Eligibility Criteria, Declaration to comply with Scope of work and the Commercial Bids should be sealed by the Bidder in separate envelopes duly super scribed as "Eligibility Criteria", "Declaration to comply with Scope of work" and "Commercial Bid" respectively and the sealed envelopes are to be put in a bigger envelope which should also be sealed and duly super scribed as "Request for proposal for renewal of Card Insurance policy under Non-Traditional policies" in response to RFP-04/DBS/LCCC/2021 dated: 11.06.2021. Card Insurance policy to mitigate the risk against Lost Card Liability covering Fraudulent Transactions and Cancare Policy (Personal Accident, Baggage Insurance and Purchase Protection Cover). The Name of the Bidder and Due date of the RFP to be specified on the top of the envelope.
- 1.4 Below are the policies due for renewal:
 - a. Lost Card Insurance Policy [Detailed scope of working Annexure VA]
 - b. Cancare Policy [Detailed scope of working Annexure VB]
 - i) Personal Accident cover
 - ii) Baggage Insurance
 - iii) Purchase Protection
- 1.5 Claim Details :

The data will be shared with Insurance Companies during Pre Bid Meeting to be held on 24.06.2021 Thursday.

2. Definitions:

- 2.1 'Bank' means unless excluded by and repugnant context or the meaning thereof, shall mean 'Canara Bank', described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successor and permitted assigns.
- 2.2 'RFP' means Request for Proposal for "Engaging the services of an Insurance Company for renewal of Canara Bank card insurance programme [Lost card policy and Cancare policy] under non - traditional insurance policies". 'Bidder' means a vendor submitting the proposal in response to RFP.

2.3 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.

2.4 'Successful Bidder' / 'L1 bidder' /The preferred insurer will be the L1 bidder for the above two policies in totality after conclusion of the bidding process, subject to compliance to all the Terms and Conditions of the RFP, etc.

3. Objective:

The Objective of this RFP is to enter into contract with selected Bidder to provide Renewal Policy for Canara Bank Card Insurance Programme [Lost card policy and Cancare policy] under Non - Traditional Insurance Policies for a period of one year.

4. Scope of work:

Please refer Scope of Work documents.

5. Amendment to Bidding Document:

5.1 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.

5.2 Amendments will be hosted in the GeM Portal only and will be binding on all Bidders and no separate communication will be issued in this regard.

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

6. Erasures or Alterations:

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

7. Assumptions/Presumptions/Modifications:

The Bank would like to expressly state that any assumption, presumptions, modifications, terms, conditions, deviation etc., which the Bidder includes in any part of the Bidder's response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, presumptions, modifications, terms, conditions deviations etc., have been accepted by the Bank and communicated to the Bidder in writing. The Bidder at a later date cannot make any plea of having specified any assumption, terms, conditions, deviation etc in the Bidder's response to this RFP document. No offer can be modified or withdrawn by a Bidder after submission of Bid/s.

8. Submission of Bids:

8.1 The following officials will facilitate in bid related queries.

First Official	Alternate Official
1. Mr. Prabin Prasad Panda, Divisional Manager Canara Bank, 2nd Floor, Devanga Tower, No:35 KG Road, Bengaluru -560 009 Tel: 080-22073849	2. Mr. B R Sahay Assistant General Manager Canara Bank, 2nd Floor, Devanga Tower, No:35 KG Road, Bengaluru -560 009 Tel: 080-22073805

9. Empanelment of Broker:

- 9.1 Canara Bank has appointed & authorized M/s Global Insurance Brokers Private Limited (GIB) as insurance broker for the purposes of this RFP. The onus of remunerating the Broker as per Industry Standards lies with the Successful bidder. All the rights and claims under the policies shall be exercised or preferred by the Bank either on its own or through the Broker appointed by it.

10. Proposal Ownership:

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

11. Right to Alter Quantities/Location:

In the event of changes in plans of the Bank, Bank reserves the right to alter the quantities / locations for implementing the services by adding/deleting/substituting the devices/locations, etc from the ones specified in the tender at the same rate arrived at on the same Terms and Conditions of this Tender.

Card Insurance Policy
[Lost card Policy and Cancare Policy]

Sl. No	Eligibility Criteria	Documentary Proof required to be submitted
1	Insurance companies of repute both in public and private sectors who possess claims payment ability BBB rating and above or its equivalent from approved rating agencies.	Copy of rating certificate to be submitted duly attested by authorized signatory.
2	Only well established & reputed Insurance Companies licensed by IRDAI and registered under companies act 1956, with more than 3 years of conducting active insurance business as on bid date, are eligible to submit the quotes/bids.	Insurance company has to submit copies of the license issued by IRDAI for the last three years duly attested by authorized signatory.
3	Insurance Companies should have served at least 1 PSB (NATIONALIZED BANK) / SBI or any of its Erstwhile Associates / Private Sector Banks in last three years having PAN INDIA branch network of more than 500 Branches during any of the last three fiscal i.e., 2018-19, 2019-20, 2020-21 are eligible.	Bidder Should Submit Letter of Engagement or proof of engagement or mandate Letter to the insurer from the respective banks.
4	Bidder should not be convicted by a Court of Law or contemplated by court for misconduct, guilty or indictment / adverse order by a regulatory authority for an offence against the Insurance Company or any of their sister concern or their CEO, Directors / Managers / Employees and if it arises the Insurance Company will intimate the Bank of the same”.	The Bidder shall furnish the undertaking in this regard as in Annexure IV.

We understand that the Bank is not bound to accept any offer the Bank may receive, without assigning any reason whatsoever.

Date:

Signature with Seal:

Name :

Designation :

**“ENGAGING THE SERVICES OF AN INSURANCE COMPANY FOR RENEWAL OF CANARA
BANK CARD INSURANCE PROGRAMME [LOST CARD POLICY AND CANCARE POLICY] UNDER
NON - TRADITIONAL INSURANCE POLICIES”.**

Scope of Work:

Bidders to submit Declaration to comply with scope of work vide Annexure V along with the detailed Scope of Work as per Annexure V A and V B.

1.1 Declaration for Scope of Work:

- 1.1.1 Declaration to comply with Scope of Work** should be submitted as per the format in Annexure V for the scope of work as required by Bank as per **Annexure-V A and V B** of this tender.
- 1.1.2** The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of declaration to comply with scope of work / scope of work as per the format given in the offer.
- 1.1.3** If any part of the Declaration to comply with scope of work / scope of work offered by the Bidder is different from the requirements sought in our RFP, the Bidder has to substantiate the same in detail the reason for their quoting a different requirements other than what is sought for, like better feature or non-availability/feasibility of the requirements quoted by Bank, invariably to process the offer. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 1.1.4** The Bank shall not allow / permit changes in the declaration for scope of work requirements once it is submitted.

Annexure V A

Detailed Scope of Work in respect of Lost Card Insurance Policy for Canara Bank

1. The details of Contingencies & Amount of risk to be covered / other Terms & Conditions are furnished below:

Insured	Canara Bank
Cover	Lost Card Insurance Policy
Policy Period	One Year
Incumbent Insurer	The Oriental Insurance Company Limited

2. Scope of work for Lost Card Insurance Policy

Policy Limit	5 crore
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Note - The policy will be placed on the following basis:-

- a. **Lost Card liability** - The Premium to be quoted on the Projected Card base. In case the card base crosses the projections, Canara Bank shall pay additional premium on pro-rata basis for incremental card base. (Existing card variants and any other new variants to be launched during the year with any of the card network associates to be covered)

Coverage Details (Per card limit)

Fraudulent Charges Cover

Item 1. Name and address of parent bank:

Canara Bank - No 112, JC Road, Opposite Town Hall Bangalore 560002

Item 2. Policy period: One year

Item 3. **Limit of Liability**

Any One Accident (AOA) limit	Insurer's liability shall not exceed to AOA agreed card limit as specified or actual loss incurred by customer, whichever is low.
Lost Card Liability AOY limit	5 crore

Fraudulent Charges Cover

The following Contact/Contactless Cards (Domestic/Global) including NCMC (offline wallet) will be covered in the policy:-

Card Variant	Number of cards projected in by end of policy period	Sum Insured per card (INR)
A. Canara Visa/Mastercard/RuPay Credit Cards including Add-on (Classic/Standard/Corporate) and any other new variants to be launched with any of the card network associates	5,15,00,000	2,00,000
B. Canara Visa/Mastercard/RuPay (Gold/World/Platinum/Select) Credit Cards including Add-on and any other new variants to be launched with any of the card network associates		5,00,000
C. Canara Platinum/Business/ Select/ Signature Debit card and any other new higher/Premium variants to be launched with any of the card network associates		5,00,000
D. Canara Classic/Standard Debit cards and any other new variants to be launched with any of the card network associates		2,00,000
E. Prepaid Cards (Domestic) and any other new variants to be launched with any of the card network associates		50,000
F. Prepaid Card - International Travel and any other new variants to be launched with any of the card network associates		3,00,000
Grand Total	5,15,00,000	

- a) The Company shall indemnify the financial loss sustained by the Cardholder arising out of Fraudulent utilization of a Lost / Stolen/skimmed/counterfeit of Canara - Visa/MasterCard/RuPay Debit/Credit/Prepaid card (Domestic/Global) and International Travel prepaid card within the Geographical limits specified and subject to the limit of liability mentioned in the Annexure V. Risk on account of lost /stolen/skimmed/counterfeit cards, misused at ATM/Cash Recyclers/ PoS/for Internet (Online/ E commerce) banking transactions/Other channels to be covered.
- i. Counterfeit, Skimming, Online fraud, Lost Card & Stolen Card.
 - ii. All fraudulent utilization of lost or stolen Cards at ATM/ Cash Recyclers/ E Com transactions / at point of sale and merchant establishments transactions/other channels.
 - iii. ATM/Cash Recyclers Frauds defined as fraudulent cash withdrawal and fraudulent transactions from stolen/lost/counterfeit/skimmed cards.
 - iv. Any PIN based transactions (like ATM/Cash Recyclers, Internet and telephone etc.) are covered.
 - v. Internet based transaction Frauds are defined as fraudulent transactions being made on the internet by use of lost/stolen/counterfeit/skimmed cards.
 - vi. Counterfeit Card shall mean a Card which has been embossed or printed so as to pass off as a Card issued by the Bank which is subsequently altered or modified or tampered without consent of the Bank.
 - vii. Losses arising out of duplicate or counterfeit cards created as if issued by the Bank without the Card holder's Knowledge Covers all online/offline fraudulent utilization of Cards using the authorized CVV.
 - viii. Frauds occurring in transactions where in second level authorization is compromised shall be covered.
 - ix. All Transactions where details are not compromised shall be covered
 - x. Liability arising out of any loss or damage of Card transactions using the authorized PIN issued to the Cardholder by the Bank.

Item 4 - Nil Excess

Item 5 - Coverage period of loss

Fraudulent Transactions - 15 Days Pre and Post from the date of transactions

Item 6 - Intermediary

Global Insurance Brokers Private Limited

Corporate/Registered Office - One Forbes, 5th Floor, Dr. V B Gandhi Marg, Kala Ghoda, Fort Mumbai - 400001 India.

Definitions

- a. "ATM" shall mean Automated Teller Machines of Banks, which have been approved by Reserve Bank of India.
- b. "Bank" shall mean an entity licensed as a Bank under Banking Regulation Act, 1949 and permitted by the Reserve Bank of India to carry on banking business in India.
- c. "Burglary" means any theft following upon actual forcible and violent entry of and/or exit from the Insured Property with an intent to commit a felony therein and includes housebreaking.
- d. "Business or Business Purposes" means any full or part time, permanent or temporary, activity undertaken in the premises with a view to profit or gain.
- e. "Counterfeit Card" means cards which has been embossed or printed so as to pass off as a Card issued by the Bank which is subsequently altered or modified or tampered with without consent of the Bank
- f. "Cloning" means stealing card information by swiping the card through the device that copies the information held on the magnetic strip into memory which then copies them onto a bogus card.
- g. "Card" shall mean any Credit Card/ Debit Card /ATM Card issued by Canara Bank mentioned in above schedules.
- h. "Cardholders" shall mean such persons to whom a Card has been issued by the Insured.
- i. "Company" means insurance company licensed by the Insurance Regulatory Development Authority.
- j. "Contents" means the following not used for Business or Business Purposes, so long as they are owned by the Insured and or family of insured and/or for which the insured and/or family of insured are legally responsible for -
 - a. Electronic equipment, household appliances, household goods such as furniture, kitchen utensils, fixtures, fittings and interior decorations;
 - b. personal effects such as clothes and other articles of personal nature likely to be worn used or carried but excluding money but including jewellery and valuables.
- k. "Damage" shall mean loss or damage.
- l. "Deductible" or "Excess" means the amount of expenses or loss to be borne by the Insured before the compensation under the Policy shall become payable and such expenses or loss shall not be reimbursed by the Company.
- m. "Domestic staff" means such persons employed by the Insured to perform duties in connection with the maintenance or use of the insured property. This includes persons who perform household or domestic services or duties of a similar nature for the insured. This does not include persons while performing duties in connection with the insured's business.
- n. "EDC" means Electronic Data Capturing Machine used for Card Transactions.
- o. "Employee" means any person employed under a contract of service or apprenticeship during or prior to commencement of the Period of Insurance and for the avoidance of doubt shall include agents or consultants or sub-contractors or independent professional advisers of the Insured.

- p. "Hold-up" means when a person having some weapon threatens the Insured or its/his domestic staff and there exists a possibility of actual physical threat to the person of the Insured or its/his domestic staff.
- q. "Insured" - means the person named in Part I of the Schedule and the Cardholders of the Insured.
- r. "Lost Card Liability" means cover in respect of transactions established against the Insured resulting only from the unauthorized use of any lost or stolen Card
- s. "Merchant Establishment" shall mean establishments wherever located which honor the Card.
- t. "Online Fraud Protection" means liability arising out of any loss or damage of Card transactions using the authorized PIN issued to the Cardholder by the Bank
- u. "Offices" shall mean the premises or the portion of the premises at the Business address occupied by Insured for the Business or Profession and used solely as offices.
- v. "Period of Insurance" means the period from Commencement of Insurance Cover to the end of the Insurance Cover as per Part I of the Schedule.
- w. "PIN" shall mean specific personal identification number assigned to the Cardholder by the Bank named in Part I of the Schedule in connection with the Card.
- x. "Phishing" means fraudulent practice of sending emails purporting to be from reputable companies in order to induce individuals to reveal personal information, such as passwords and card details
- y. "Policy" means insured's proposal, the schedule, Company's covering letter to the insured, insuring clauses, definitions, exclusions, conditions and other terms contained herein and any endorsement attaching to or forming part hereof, either at inception or during the period of insurance.
- z. "Proposals" shall mean any signed proposal in form of letters and declarations, written statements and any information in addition hereto supplied to the Company by or on behalf of the Insured.
- aa. "Public Authority" means any governmental, quasi-governmental organisation or any statutory body or duly authorised organisation with the power to enforce laws, exact obedience, command, determine or judge.
- bb. "Residential Premises" means insured's private residence, which is used or occupied mainly for domestic purposes by insured and/or insured's family and/or insured's domestic staff whether owned by insured or insured's family or otherwise.
- cc. "Replacement Cost" means the cost, on the date of the loss or damage, of the lower of:
 - a. Repairing the property with materials of similar kind and quality; or
 - b. Replacing the property with new articles of similar kind, quality and usefulness; without any deduction for depreciation.
- dd. "Schedule" means the schedule, and any annexure to it, attached to and forming part of this Policy.
- ee. "Skimming" means any Fraudulent Use of a Bank Card(s) where property, labour or services are sold and delivered by a merchant to an individual purporting to be the cardholder using telephone, fax machines, postal services or a computer-based system or network
- ff. "Sum Insured" means and denotes the amount of cover available as stated in Part I of the Schedule or any revisions thereof based on claim settled, as stated in the scope of cover of the policy and, where appropriate, as more particularly described and limited per item insured in any annexure to the Schedule. This is the maximum compensation that the Company will pay for each and every claim with respect to individual cover under the Policy.
- gg. "Valuables" means photographic, audio, video, computer and any other electronic equipment, telecommunications and electrical equipment, telescopes, binoculars, antiques, watches, jewellery, furs and articles made of precious stones and metals.
- hh. "Works of Art" means and includes all those items, which are listed under Part I of the Schedule and excludes easily breakable items like porcelain, pottery and the like.

- ii. In this Policy, all references made to the Insured in masculine gender will also include the feminine

OTHER INFORMATION

- a. Currently Canara Bank is having approx. 13,258 ATM's throughout the country segregated as CAPEX (owned by Canara Bank) and OPEX (outsourced to third parties)
- b. CAPEX ATM's are 100% EMV compliant and OPEX ATM's will be EMV compliant as per RBI circular.
- c. Fraud Risk Management programme is envisaged to be rolled out in near future.
- d. Terminal Security / whitelisting / anti skimming has been implemented in ATMs as per RBI Guidelines.
- e. Currently bank receives claim in the nature of ATM frauds only.
- f. We are in the process of implementing additional security in ATMs like OTC Locks, TLS solution, E-surveillance & Cassette swapping.

SECURITY FEATURES OF CARDS

Usage at Point of Sale:

- a. SMS Alert will be sent to the cardholder's registered mobile phone number for each and every transaction authorized by the Bank.
- b. For Debit cards classic/standard per day limit is Rs. 1,00,000 and for Platinum/ Select/ Signature card the maximum limit per day is Rs. 2,00,000.
- c. For Credit Card upto the sanctioned card limit.
- d. We have a self-service app to card holder to switch off/switch on usage of cards, hotlist card to control usage of card by card holder 24X7.
- e. As per RBI guidelines all our Cards are EMV cards which is more secure than Magnetic-stripe cards.
- f. All our CAPEX ATMs are EMV compliant and all the ATMs in the echo system to be EMV compliant as per RBI Guidelines.
- g. Terminal Security implemented as per RBI guidelines.
- h. Comprehensive Fraud Risk Management solutions for card transactions is implemented.

Usage on the Internet/ MOTO:

- a. All cards transactions are authorized against keying in the One-Time Password sent to the registered mobile number of the cardholder. SMS Alert will be sent to the cardholder's registered mobile phone number for each and every transaction authorized by the Bank.

Usage at ATMs:

- a. Transactions are PIN authenticated.
- b. An SMS Alert is sent to the cardholder's registered mobile number for every transaction.
- c. Daily cap on transaction amount - INR 40,000 Classic/ Standard Debit Card & INR 50,000 Platinum/Select/ Signature Debit card. INR 50,000 in respect of Credit Card per day
- d. All the other standard security measures that are prevalent in the industry and all the guidelines of regulators are implemented.

LOST CARD LIABILITY (FRAUDULENT TRANSACTION COVER)

This section of the Policy will cover Canara Bank Debit/ Credit/ Domestic Prepaid/International Travel Prepaid cards issued in association with Card networks viz Visa /Mastercard/RuPay. The cards are either Domestic/ Global usage covering variants

such as Classic/ Standard/ Platinum/ Select/ World/ Gold/ Corporate or any other new variants to be launched during the year with any of the card network associates against:-

The Company shall indemnify the financial loss sustained by the Cardholder arising out of Fraudulent utilization of a Lost / Stolen/skimmed/counterfeit of Canara - Visa/MasterCard/RuPay Debit/Credit/Prepaid card (Domestic/Global) and International Travel prepaid card within the Geographical limits specified and subject to the limit of liability mentioned in the schedule. Risk on account of lost /stolen/skimmed/counterfeit cards, misused at ATM/Cash Recyclers/ PoS/for Internet (Online/ E commerce) banking transactions/ other channels to be covered.

- a) Counterfeit, Skimming, Online fraud, Lost Card & Stolen Card.
- b) All fraudulent utilization of lost or stolen Cards at ATM/ Cash Recyclers/ E Com transactions / at point of sale and merchant establishments transactions/Other channels.
- c) ATM/Cash Recyclers Frauds defined as fraudulent cash withdrawal and fraudulent transactions from stolen/lost/counterfeit/skimmed cards.
- d) Any PIN based transactions (like ATM/Cash Recyclers, Internet and telephone etc) are covered.
- e) Internet based transaction Frauds are defined as fraudulent transactions being made on the internet by use of lost/stolen/counterfeit/skimmed cards.
- f) Counterfeit Card shall mean a Card which has been embossed or printed so as to pass off as a Card issued by the Bank which is subsequently altered or modified or tampered without consent of the Bank.
- g) Losses arising out of duplicate or counterfeit cards created as if issued by the Bank without the Card holder's Knowledge Covers all online/offline fraudulent utilization of Cards using the authorized CVV.
- h) Frauds occurring in transactions where in second level authorization is compromised shall be covered.
- i) All Transactions where details are not compromised shall be covered
- j) Liability arising out of any loss or damage of Card transactions using the authorized PIN issued to the Cardholder by the Bank.

Special Conditions

- a. Losses up to 15 days prior and post will be covered from the date of realization of loss.
- b. Police intimations up to 48 hours / 2 working days from the date of realisation of loss will be considered.
- c. FIR will not be a mandatory document
- d. In case of loss on account of cards, customers should intimate Canara Bank within 2 working days from the date of realization of loss. In case if the customer is abroad he may intimate the loss within 7 working days post reaching the country. In respect of NRI customers, the Police complaint/ Intimation /FIR lodge by any branch/Office of Canara Bank to be treated as valid.
- e. Canara Bank shall share hot-listing proof in the form of switch log explaining details of loss.

Claim Procedure

The major factors considered for the claims process are as follows -

1. **Pre-reporting period:** The policy covers all Unauthorized / Fraudulent card transactions disputed by the account holder which have happened upto a period of 15 days prior to

his reporting date to Canara Bank. In case if the customer is abroad he may intimate the loss within 7 working days post reaching the country.

2. **Post-reporting period:** The policy covers all Unauthorized / Fraudulent card transactions disputed by the account holder which have happened within a period of 15 days post his reporting date to Canara Bank.
3. **Scope of cover:** 24 hours on all days and Worldwide
4. **Claims reporting timeline:** The policy would pay only for those claims when:
 - a. Account holder reports to Bank within 15 days from the date of realization of fraud. Canara bank shall intimate the claim to Insurance Company / Global within 15 days from customer reporting to Canara Bank.
 - b. Canara Bank reports to Global/Insurer and submits claim related documentation within 90 days from date of intimation to insurance company/Global.
5. **Claim documentation:** The following set of documents would be submitted by Canara Bank to the Insurance company:
 - a. Hot-listing/Disabling of Debit card facility at core banking Proof(to be done within 2 working days from the date of realisation of loss)
 - b. Police Acknowledgement Letter / FIR (to be done within 2 working days from the date of realisation of loss)
 - c. Account Statement (3months or 6months)
 - d. Card Copy / Declaration from the Bank
 - e. Customer complaint letter
 - f. Claim Form on Insurance Company format.

The above details would be submitted by Canara Bank in a single claim form format in soft copy uploaded on Global Affinity portal, which is duly signed and stamped by Canara Bank Nodal officer.

Exclusions

- a. Charges made on your lost or stolen payment card more than 15 days pre reporting and 15 Days post reporting of the event to your payment card issuer for lost card liability.
- b. Charges-made on payment card is still in their possession and unauthorized. charges are made on their bank account through (i) instore, (ii) telephone, (iii) ATM withdrawals, and/or (iv) on-line purchases using their payment card information, more than 15 days prior and post reporting of the event to payment card issuer.
- c. Charges incurred by a resident of your household, or by a person entrusted with your payment card.
- d. Unauthorized ATM withdrawals that were made more than 15 days prior to your first reporting of the event to your payment card issuer(s), bank account issuer(s); and 15 days post reporting the event to the payment card issuer.
- e. Losses that do not occur during the policy period;
- f. Losses that result from, or are related to, business pursuits including your work or profession;
- g. Losses caused by your, or your relatives', illegal acts;
- h. Losses that you have intentionally caused;
- i. Losses that result from the intentional actions of a relative, or actions that a relative knew of or planned;
- j. Losses due to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion, uprising, military or usurped power, martial law, terrorism, riot or the act of any lawfully constituted authority or vandalism of any kind; or
- k. Losses due to the order of any government, public authority, or customs' official.

TERMS AND CONDITIONS

- a. The proposal should provide all the Insurance coverage mentioned in the above table.
- b. The new Policy shall be effective after the expiry of the existing Policy cover.
- c. All valid cardholders are to be covered from the date of issue of cards.
- d. Under Lost card Policy in case the card base crossed the proposed limit during the tenure of the policy Canara Bank shall pay additional premium on pro-rata basis for the remaining risk period of the policy.
- e. The Bank shall be absorbing the premium in respect of the above schemes and is not charged to the cardholder.
- f. The premium rates shall be valid for a minimum period of one year.
- g. Minimum notice period of 90 days for cancellation/termination of the policy from the Insurer and 30 days from the Client.
- h. Canara Bank shall share documents on soft copy uploaded on Global Affinity portal.
- i. Hotlisting of cards /Disabling of card facility incase of loss to be done within two working from the date of realization of loss.
- j. Police intimation to be done within two working days from the date of realization of loss.
- k. Any shortfall in compliance of above two points due to genuine valid reason will be considered favorably based on observation of the bankers on its merits.
- l. Police complaint can precede the date of intimation to bank
- m. Claims to be intimated to the insurance company within 15 days of date of realisation of loss about the fraudulent transaction and 7 days from the date of reaching India / destination in case of travel at the time of card loss/misplaced/theft/fraud to the bank by the customer.Claim related documentations to be submitted within 90 days from the date of intimation to insurance company/Global.
- n. Claim shall be settled by the insurer within 15 working days from the date of complete submission of document to insurance company and the escalation matrix to be shared.

OVERALL EXCLUSIONS

Insurer will not cover the following:-

- a. Losses that do not occur within the policy period;
- b. Losses caused by illegal acts;
- c. Losses that you have intentionally caused;
- d. Losses that result from the direct actions of a relative, or actions that a relative knew of or planned.
- e. Losses due to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion, uprising, military or usurped power, martial law, riot or the act of any lawfully constituted authority.
- f. Losses due to the order of any government, public authority, or customers' officials.
- g. Losses due to ionizing radiations contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion (including any self-sustaining process of nuclear fission) of nuclear fuel.
- h. Losses due to the radio-active toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- i. Losses due to nuclear weapons material.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

This Policy may be terminated if any one of the following event of default occurs:

- a) if a party should fail to observe or perform any term, condition, and/or covenant on its part to be observed and performed, or if there should be a breach of a party's undertakings and/or warranties under this Policy;
- b) if there is a breach in any of the payment obligations on the part of either party provided for under this Policy;
- c) if there should be any act or fraud or other criminal act on the part of either party; or
- d) if a party should become insolvent or enter into liquidation either voluntarily or involuntarily (save and except for the purposed of amalgamation or reconstruction) or if a party should enter into any composition or arrangement with its creditors or suffer any distress or execution to be levied against its assets;
- e) If any party is in breach of its respective obligations and such breach is not remedied by the defaulting party within 30 days of the date of the defaulting party's receipt of a written notice from the non-defaulting party requiring it to remedy the same.

Notwithstanding any of the aforesaid or anything to the contrary contained herein, the Policy may at any time whatsoever:

- a) be forthwith terminated by either party if required to do so by any regulatory body having authority over either one or both of the parties; or
- b) be cancelled by the Insured by:
 - i. Sending the Company prior written notice of its intent to cancel the Policy showing the date cancellation is to be effective; or
 - ii. Returning the original policy to the Company.

Limit of liability

Insurer's liability shall not exceed to AOA agreed card limit as specified or actual loss incurred by customer, whichever is low.

Disclaimer of Limit of Liability

This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortuous behavior, negligence, or under any other cause of action. The Company is not liable for the defamatory, offensive or illegal conduct of customers or any users or third parties and that the risk of injury from the foregoing rests entirely with customers.

In addition to the terms set forth above, neither the Company shall be liable regardless of the cause or duration, for any errors, inaccuracies, omissions, or other defects in, or unseemliness or unauthenticated of, the information contained within the Insured's website, or for any delay or interruption in the transmission thereof to the user, or for any claims or losses arising there from or occasioned thereby nor Company shall be liable for any third-party claims or losses of any nature, including, but not limited to, lost profits, punitive or consequential damages.

Insured's Duty and Responsibility

In the event of any occurrence that might give rise to a claim under this Policy, the Insured shall take all reasonable steps within his power to minimize the extent of the loss or damage and shall furnish all such information and documentary evidence as the Company may require.

Subrogation

The Company shall be entitled to use the name of the Insured in bringing proceedings against any person to recover compensation for the loss sustained. The Company shall be entitled

to all rights of subrogation whether by way of indemnity or otherwise and the Insured shall give all information and render all assistance in the Insured's power in connection therewith free of any expense to the Company and execute such assignments thereof as the Company may reasonably require

Records Keeping

The Insured shall keep proper records of all loss and claim related documentations

Jurisdiction

The Courts of Bengaluru shall have the exclusive jurisdiction to entertain any matter relating to this policy.

Contribution

If at any time a claim arises under this Policy and there are any other subsisting insurance or insurances, whether effected by the Insured or by other person or persons, covering the same property, this Company shall not be liable to pay or contribute more than its rate able proportion of such loss or damage.

Amendments

This Agreement may not be modified, amended, rescinded, cancelled or waived, in whole or in part, except by written instrument signed by authorized representatives of each of the parties.

Arbitration

Any and all disputes, claims or differences arising out of or relating to this Agreement or alleged breach thereof shall be subject to arbitration. The arbitration shall be conducted by a sole arbitrator appointed by both parties. In case there is no resolution sole arbitrators appointed by both parties along with mutual arbitrator, with the venue of Arbitration being Bengaluru in accordance with the Arbitration and Conciliation Act of 1996. The award rendered by the arbitrator shall be final and binding upon both parties concerned.

Severability

If any term, clause or provision of this Agreement is held invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, clause or provision and the remaining provisions shall remain in full force and effect as if such invalid provision had not been included herein.

Notice

Any notice required or permitted to be given hereunder shall be in Writing and may be given by registered post at the address first set forth in this Agreement or at such other address or number as may be provided in written notice by either party.

Geographical Limit

Unless the geographical limits are specifically mentioned, the same needs to be considered as worldwide.

Annexure V B

Detailed Scope of Work in respect of Cancare Policy for Canara Bank

The details of Contingencies & Amount of risk to be covered / other Terms & Conditions are furnished below:

Insured	Canara Bank
Cover	Cancare Policy
Policy Period	One year
Incumbent Insurer	The Oriental Insurance Company Limited

Note - The policy will be placed on the following basis-

a) Cancare coverage -

For existing card base upto 31st May 2021 + Addition/ Deletions from 1st June 2021 till the date of agreement. (For which only the count of the fresh cards added and the count of the deleted cards from the system for any reason will be provided based on which two separate endorsements to be passed) on monthly/quarterly basis on payment /receipt of pro-rata premium. Any other new variants to be launched during the year with any of the card network associates to be also included under the scope of the policy.

Canara Bank shall share number of cards added and deleted on actual to the insurer with calculations to whole number. Insurance company shall issue a proforma invoice to Canara Bank after which Canara Bank shall make payment to insurance company. Insurance company shall issue the endorsement along with tax invoice to Canara Bank within 15 days from the date of payment. In case of deletions endorsement insurance company shall pay directly to Canara Bank account and no adjustments shall be done against the CD a/c balance.

Coverage Details (Per card limit)

- Item 1. Name and address of parent bank:
Canara Bank - No 112, JC Road, Opposite Town Hall Bangalore 560002
- Item 2. Policy period: One year
- Item 3. Insurance Coverage provided is as follows:-

The following Contact/Contactless Cards (Domestic/Global) including National Common Mobility Card (NCMC) (offline wallet) will be covered in the policy:-

Cards to be covered	Card base as on 31st May 2021	Card Projections till 07th August 2022	Death due to Accident cover	Baggage Insurance cover	Purchase Protection Cover
A. Canara Visa/Mastercard/RuPay Credit Cards including Add-on (Classic/Standard/Corporate) and any other new variants to be launched with any of the card network associates	5.50 Lakhs	7.00 lakhs	A) Air Accident Sum Insured: 1. Rs.4,00,000 – For Self 2. Rs.2,00,000 – Spouse B) Accidental Death Sum Insured: 1. Rs. 2,00,000 – Self 2. Rs. 1,00,000 - Spouse	Rs.25,000 – Per Card	Rs.25,000 – Per Card
B. Canara Visa/Mastercard/Rupay (Gold/World/Platinum/Select) Credit Cards including Add-on and any other new variants to be launched with any of the card network associates	2.17 Lakh	3.70 lakhs	A) Air Accident Sum Insured: 1. Rs.8,00,000 – For Self 2. Rs.4,00,000 – Spouse B) Accidental Death Sum Insured: 1. Rs. 4,00,000 – Self 2. Rs. 2,00,000 - Spouse	Rs.25,000 – Per Card	Rs.25,000 – Per Card
C. Canara Visa/Mastercard/RuPay Platinum /Business/Select/Signature Debit card and any other new variants to be launched with any of the card network associates	54.00 Lakhs	80.00 Lakhs	A) Air Accident Sum Insured: 1. Rs.8,00,000 – For Self 2. Rs.4,00,000 – Spouse B) Accidental Death Sum Insured: 1. Rs. 4,00,000 – Self 2. Rs. 2,00,000 - Spouse	Rs.25,000 – Per Card	Rs.25,000 – Per Card

1) Personal Accident

- a. In the Case of Personal accident, Insurance Co. will pay to the Insured or with their consent to the Legal heirs/nominee/s of the valid cardholder/his/her spouse, the sum set forth in the Annexure VB, if at any time during the Policy period, any of such valid card holders and/or his/her spouse shall sustain bodily injury resulting solely and Directly from accident caused by external violent and visible means, and if such injury be the sole and direct cause of death of the insured person.
- b. The Insurance cover should cover all new cards added on a daily basis & reported to the Insurance co. on a monthly/quarterly basis For which only the count of the fresh cards added and the count of the deleted cards from the system for any reason will be provided based on which two separate endorsements to be passed .
- c. The proceeds in respect of the PA death settlement of Credit cardholder/spouse shall be remitted to Cardholder's Canara Bank Credit Card account in case of Credit card and CASA account in case of Business/ Platinum

Debit card and any other card variants issued by the Bank in association with any card networks only.

Baggage Insurance

- a. The Company shall indemnify the valid Canara Credit/Debit card holders mentioned above in respect of personal baggage accompanying him/her belonging to him/her or for which he/she is responsible whilst travelling anywhere in the world or whilst on tour or on holidays in such geographical area when such personal baggage is lost, destroyed or damaged by fire, riot and strike, terrorist activity, Theft or accident to personal effects, Money, Cheques and additional travel and accommodation expenses incurred that are necessary to obtain a replacement of lost/ Stolen passport while in abroad provided that the liability of the Company in respect of each Cardholders does not exceed the Sum specified in the coverage Details under Annexure V.
- b. Compensation upto the sum Insured shall be payable in the event of the Insured suffering a total loss of Baggage while on a journey that has been checked by an International/Domestic Airline for International/Domestic destination
- c. Travel between or within International location to be covered

2) Purchase Protection

- a. The company shall indemnify the valid cardholders for any item purchased using the Canara Credit/ Platinum/Business Debit cards anywhere in the Geographical Area specified in the Annexure V when such items is in transit from the place of purchase to the residence of the card holders and when the item is contained in the residence of the cardholder when such item is lost or destroyed due to fire, burglary, theft, riot and strike, malicious damage, and by accidental external means for a period of 60 days from the date of purchase of such item.
 - 1) Cover is valid for 60 days from the date of purchase
 - 2) Jewellery, perishable items are not covered
 - 3) STFI, RSMD, SRCC are covered
 - 4) Cover for residential address of the card holder as per the Bank records of the cardholder only.

Item 4 - Nil Excess

Item 5 - Coverage period of loss

Personal Accident - 60 Days from the Date of Death

Baggage Insurance - 15 days from the date of loss

Purchase Protection - 15 days from the date of loss

Item 6 - Intermediary

Global Insurance Brokers Private Limited

Corporate/Registered Office - One Forbes, 5th Floor, Dr. V B Gandhi Marg, Kala Ghoda, Fort Mumbai - 400001 India.

Definitions

- a. "Bank" shall mean an entity licensed as a Bank under Banking Regulation Act, 1949 and permitted by the Reserve Bank of India to carry on banking business in India.
- b. "Card" shall mean any Credit Card/ Debit Card /ATM Card issued by Canara Bank mentioned in above schedules.

- c. "Cardholders" shall mean such persons to whom a Card has been issued by the Insured.
- d. "Company" means insurance company licensed by the Insurance Regulatory Development Authority.
- e. "Insured" - means the person named in Part I of the Schedule and the Cardholders of the Insured.
- f. "Policy" means insured's proposal, the schedule, Company's covering letter to the insured, insuring clauses, definitions, exclusions, conditions and other terms contained herein and any endorsement attaching to or forming part hereof, either at inception or during the period of insurance.
- g. "Proposals" shall mean any signed proposal in form of letters and declarations, written statements and any information in addition hereto supplied to the Company by or on behalf of the Insured.
- h. "Schedule" means the schedule, and any annexure to it, attached to and forming part of this Policy.
- i. "Sum Insured" means and denotes the amount of cover available as stated in Part I of the Schedule or any revisions thereof based on claim settled, as stated in the scope of cover of the policy and, where appropriate, as more particularly described and limited per item insured in any annexure to the Schedule. This is the maximum compensation that the Company will pay for each and every claim with respect to individual cover under the Policy.
- j. "Accident" is a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- k. "Bodily Injury" means any accidental physical bodily harm solely and directly caused by external, violent and visible and evident causes but does not include any sickness or disease.
- l. "Disease" means an alteration in the state of the body or of some of its organs, interrupting or disturbing the performance of the vital functions, and causing or threatening pain and weakness, malady, illness, sickness or disorder.
- m. "Hospital/ Nursing Home" means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:
 - i. has qualified nursing staff under its employment round the clock;
 - ii. has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
 - iii. has qualified medical practitioner(s) in charge round the clock;
 - iv. has a fully equipped operation theatre of its own where surgical procedures are carried out;
 - v. maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.
- n. "Kutcha Construction" means buildings having walls and/or roofs of wooden planks, thatched leaves, grass, bamboo, plastic, cloth, asphalt, canvass, tarpaulin or the like.
- o. "Medical Practitioner" is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.
- p. "Professional Sport" means a sport that would remunerate the sportsman in excess of 50% of his or her total annual income.
- q. "Qualified Nurse" is a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.

- r. "Rail Accident" means accident occurring on account of collision between trains or collision of trains against external objects, or derailment of train resulting in bodily injury.
- s. "Reasonable Medical charges" - means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the illness / injury involved.
- t. "Riot" refers to the violent disturbance of the public peace by three or more persons assembled for a common purpose.
- u. "Road Accident" means an accident caused by or arising out of collision between two or more motor vehicles or collision of a motor vehicle against any external object, skidding of motor vehicle resulting in death or bodily injury, which would give rise to third Party claims.
- v. "Strike" refers to cessation of work or a temporary stoppage of normal and regular activity or work undertaken by some persons in support of the demands made on their employer, as for higher pay or improved conditions.
- w. "Surgeon" means an individual whose profession or occupation is to cure diseases or injuries of the body by manual operation.
- x. "Surgical Operation" means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care centre by a Medical Practitioner.
- y. "Terrorism/Terrorist activity" means any actual or threatened use of force or violence directed at or causing damage, Injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorist activity. Terrorism shall also include any act, which is verified or recognized by the relevant Government as an act of terrorism.
- z. "War" means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

SECTION 1 - PERSONAL ACCIDENT COVER

This section of the Policy will cover **Canara Bank Debit/ Credit cards issued in association with Card networks viz Visa /Mastercard/RuPay. The cards are either Domestic/ Global usage covering variants such as Classic/ Standard/ Platinum/ Select/ World/ Gold/ Corporate or any other new variants to be launched during the year with any of the card network associates against:-**

- a. In the Case of Personal accident, Insurance Co. will pay to the Legal heirs, nominee/s of the valid cardholder/his/her spouse, the sum set forth in the Annexure(s), if at any time during the Policy period, any of such valid card holders and/or his/her spouse shall sustain bodily injury resulting solely and Directly from accident caused by external violent and visible means, and if such injury be the sole and direct cause of death of the insured person.
- b. The Insurance cover should cover all new cards added on a daily basis & reported to the Insurance co. on a monthly/quarterly basis for which only the count of the fresh cards added and the count of the deleted cards from the system for any reason will be provided based on which two separate endorsements to be passed.

- c. The proceeds in respect of the PA death settlement of Credit cardholder/spouse shall be remitted to Cardholder's Canara Bank Credit Card account in case of Credit card and CASA account in case of Business/ Platinum Debit card and any other card variants issued by the Bank in association with any card networks

Special Conditions

- a. Cover for self as well as spouse.
- b. Date of death should be within policy period irrespective of Date of Accident.
- c. Act of Terrorism is covered.
- d. Reporting Period upto 60 days from the date of death.
- e. No age-limit capping.
- f. Claim Documents to be submitted within 45 days from the date of intimation to the Insurer/ Global.

Claim Procedure

The major factors considered for the claims process are as follows -

- a. **Reporting period:** The legal heirs/ nominees shall report the loss within 60 days from the date of death to the Bank.
- b. **Scope of cover:** 24 hours on all days and Worldwide
- c. **Claims reporting timeline:** The policy would pay only for those claims when:
 - i) Legal heir / Nominee reports to Canara Bank within 60 days from the date of death. Canara Bank to report the same to insurer/Global Affinity within 15 days.
 - ii) Canara Bank should submit claim related documentation to Global Affinity/Insurer within 45 days from date of intimation to Insurance company/Global.
- d. **Claim Documentations:** The following set of documents would be submitted by Canara Bank to the Insurance company:
 - i) Post - Mortem Certificate
 - ii) Card Copy / Declaration from the Bank if the card is missing.
 - iii) Claim Form on Insurance Company format
 - iv) KYC Documents for legal heirs/nominees
 - v) Nominee Declaration
 - vi) Certified Copy of FIR
 - vii) Certified Copy of Death Certificate

The above details would be submitted by Canara Bank in a single claim form format in soft copy uploaded on Global Affinity portal, duly signed and stamped by Canara Bank Nodal officer.

Exclusion

- a. Loss caused directly or indirectly, wholly or partly by:
 - i. infections (except pyogenic infections which shall occur through an Accidental cut or wound) or any other kind of Disease;
 - ii. medical or surgical treatment except as may be necessary solely as a result of Injury;
- b. Any Injury which shall result in hernia.

SECTION 2 - BAGGAGE INSURANCE

This section of the Policy will cover **Canara Bank Debit/ Credit cards issued in association with Card networks viz Visa /Mastercard/RuPay. The cards are either Domestic/ Global usage covering variants such as Classic/ Standard/ Platinum/ Select/ World/ Gold/ Corporate or any other new variants to be launched during the year with any of the card network associates against :-**

- a. The Company shall indemnify the valid Canara Credit/Debit card holders mentioned above in respect of personal baggage accompanying him/her belonging to him/her or for which he/she is responsible whilst travelling anywhere in the world or whilst on tour or on holidays in such geographical area when such personal baggage is lost, destroyed or damaged by fire, riot and strike, terrorist activity, Theft or accident to personal effects, Money, Cheques and additional travel and accommodation expenses incurred that are necessary to obtain a replacement of lost/ Stolen passport while in abroad provided that the liability of the Company in respect of each Cardholders does not exceed the Sum specified in the Annexure V attached to the policy.
- b. Compensation upto the sum Insured shall be payable in the event of the Insured suffering a total loss of Baggage while on a journey that has been checked by an International/Domestic Airline for Domestic/International destination
- c. Travel between or within International location to be covered

Special Conditions

- a. Benefits will be applicable only if the travel ticket is booked through above mentioned Canara Bank cards.
- b. Customer shall report the loss within 15 days from the date of loss.

Claim Procedure

The major factors considered for the claims process are as follows -

- a. **Reporting period:** Customer shall report the loss within 15 days from the date of loss to the insurance company. In case the customer is abroad he may intimate the loss within 7 working days post reaching the country.
- b. **Scope of cover:** 24 hours on all days and Worldwide
- c. **Claims reporting timeline:** The policy would pay only for those claims when:
 - i) Accountholder reports to Canara Bank within 15 days from the date of loss. Canara Bank should intimate the claim to Global/Insurer within 15 days.
 - ii) Canara Bank should submit claim related documentation to insurer/Global within 15 days from date of intimation to Insurance company / Global.
- d. **Claim Documentations:** The following set of documents would be submitted by Canara Bank to the Insurance company:
 - i) Claim Form on Insurance Company format
 - ii) KYC Documents for legal heirs/nominee/s for payment made to them.
 - iii) Card Copy / Declaration from the Bank if the card is missing.
 - iv) Ticket Documents
 - v) Customer Declaration for details of loss

The above details would be submitted by Canara Bank in a single claim form format in soft copy uploaded on Global Affinity portal, duly signed and stamped by Canara Bank Nodal officer.

Exclusion

Damages or losses that:-

- a. occurred during a travel time that is longer than 31 days;
- b. are for any type of commercial and administrative documents, transportation tickets, transport vouchers;
- c. occur to pains, buggies, wheelchair, pedal cycles, motor vehicles, or diving equipment and craft, surfboard or related equipment or fittings of any kind;
- d. occur to stamps, spectacles and contact lenses, sunglasses, antiques, furs, tape recorders, cassettes and players, radios, compact discs and players or other personal listening and recording devices, computer and telecommunication equipment of any kind, cellular telephones;
- e. occur to firearms, jewellery, precious stones and articles made of or containing gold (or other precious metals and/or precious stones);
- f. are for breakage of sports equipment's whilst in use
- g. are for household goods or anything shipped as freight
- h. are for dentures or bridgework, artificial limbs or hearing aid of any kind
- i. are for items carried on a bus roof rack
- j. are for items that are left unattended in a place to which the general public has access;
- k. are for money and/or cheque(s) left in checked-in luggage;
- l. are from normal wear and tear, decay and manufacturing defects;
- m. are caused by vermin, insects, termites, moth, wet or dry rot, bacteria or rust;
- n. are caused by cleaning, repairs or restoration;
- o. are caused by mechanical failure, electrical failure, software failure, or data failure including, but not limited to any electrical power interruption, surge, brownout or blackout, or telecommunications or satellite systems failure;
- p. are caused by leakage of powder or liquid carried within personal effects or luggage;
- q. are due to or related to a nuclear, biological or chemical event.

SECTION 3 - PURCHASE PROTECTION

This section of the Policy will cover **Canara Bank Debit/ Credit cards issued in association with Card networks viz Visa /Mastercard/RuPay. The cards are either Domestic/ Global usage covering variants such as Classic/ Standard/ Platinum/ Select/ World/ Gold/ Corporate or any other new variants to be launched during the year with any of the card network associates against :-**

- A. The company shall indemnify the valid cardholders for any item purchased using the Canara Credit/ Platinum/Business Debit cards anywhere in the Geographical Area specified in the Annexure V when such items is in transit from the place of purchase to the residence of the card holders and when the item is contained in the residence of the cardholder when such item is lost or destroyed due to fire, burglary, theft, riot and strike, malicious damage, and by accidental external means for a period of 60 days from the date of purchase of such item.
 - 1) Cover is valid for 60 days from the date of purchase
 - 2) Jewellery, perishable items are not covered
 - 3) STFI, RSMD, SRCC are covered
 - 4) Cover for residential address of the card holder as per the Bank records of the cardholder only.

Special Conditions

- a. Benefits will be applicable only if the item is purchased through above mentioned Canara Bank cards.
- b. Customer shall report the loss within 15 days from the date of loss.

Claim Procedure

The major factors considered for the claims process are as follows -

- a. **Reporting period:** Customer shall report the loss within 15 days from the date of loss to the insurance company. In case if the customer is abroad he may intimate the loss within 7 working days post reaching his home country.
- b. **Scope of cover:** 24 hours on all days and Worldwide
- c. **Claims reporting timeline:** The policy would pay only for those claims when:
 - i) Accountholder reports to Canara Bank within 15 days from the date of loss. Canara Bank should intimate the claim to Global within 15 days.
 - ii) Canara Bank should submit claim related documentation to insurer/Global Affinity within 15 days from date of intimation to Insurance company/Global Affinity.
- d. **Claim Documentations:** The following set of documents would be submitted by Canara Bank to the Insurance company:
 - i) Claim Form on Insurance Company format
 - ii) Copy of Purchase Bill
 - iii) Card Copy / Declaration from the Bank if the card is missing.
 - iv) FIR / Police Intimation Copy
 - v) Customer Declaration for details of loss.
 - vi) Confirmation from Bank about transactions and Card number from Bank records

The above details would be submitted by Canara Bank in a single claim form format in soft copy uploaded on Global Affinity portal, duly signed and stamped by Canara Bank Nodal officer.

Exclusion

Insurer shall not cover losses:-

- a. items you carried with you during a trip;
- b. items that were lost or stolen from a vehicle;
- c. any motor vehicle including automobiles, boats and airplanes, and any equipment and/or parts necessary for their operation and/or maintenance;
- d. permanent household and/or business fixtures
- e. traveler's cheque(s), cash, tickets of any kind, negotiable instruments, bullion, rare or precious coins or stamps, plants, animals, consumables, perishables and services;
- f. art, antiques, firearms, and collectable items;
- g. furs, jewellery, gems, precious stones and articles made of or containing gold (or other precious metals and/or precious stones);
- h. items you have rented or leased;
- i. Used, rebuilt, refurbished, or remanufactured items at the time of purchase;
- j. shipping and handling expenses or installation, assembly related costs;
- k. items purchased for resale, professional, or commercial use;
- l. losses that are caused by vermin, insects, termites, moth, wet or dry rot, bacteria or rust;
- m. losses due to mechanical failure, electrical failure, software failure, or data failure including, but not limited to any electrical power interruption, surge, brownout or blackout, or telecommunications or satellite systems failure;
- n. items damaged due to normal wear and tear, inherent product defect or normal course of play (such as, but not limited to sporting or recreational equipment);
- o. items that you damaged through alteration (including cutting, sawing, and shaping);
- p. items left unattended in a place to which the general public has access;

- q. losses due to or related to nuclear, biological or chemical event.
- r. items lost, damaged or stolen from a place other than the residence mentioned in the policy schedule

OVERALL TERMS AND CONDITIONS

- a. The proposal should provide all the Insurance coverage mentioned in the above table.
- b. The new Policy shall be for one year
- c. All valid cardholders are to be covered from the date of issue of cards.
- d. For Cancare Policies Premium shall be adjusted proportionately for the remaining validity period of the policy based on the increase/decrease of valid card base as at the end of each month during the policy period, i.e., proportionate premium will be paid by the Bank for any increase in the card base/refund shall be made by the Insurance company for decrease in the card base over the last month figure.
- e. The Bank shall be absorbing the premium in respect of the above schemes and is not charged to the cardholder.
- f. The premium rates shall be valid for a minimum period of one year.
- g. Minimum notice period of 90 days for cancellation/termination of the policy from the Insurer and 30 days from the Client.
- h. Canara Bank shall share claim documents in soft copy which will be uploaded on global affinity portal.
- i. Claims to be intimated to the insurance company within 15 days of date of loss about the fraudulent transaction and 7 days from the date of reaching India / destination in case of travel at the time of card loss/misplaced/theft/fraud to the bank by the customer and 60 days in respect of Cancare Policy.
- j. Claims shall be settled by Insurer within 15 working days from the date of complete submission of documents to Insurance company and the escalation matrix to be shared.

OVERALL EXCLUSIONS

Insurer will not cover the following:-

- a. Losses that do not occur within the policy period;
- b. Losses caused by illegal acts;
- c. Losses that you have intentionally caused;
- d. Losses that result from the direct actions of a relative, or actions that a relative knew of or planned.
- e. Losses due to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion, uprising, military or usurped power, martial law, riot or the act of any lawfully constituted authority.
- f. Losses due to the order of any government, public authority, or customers' officials.
- g. Losses due to ionizing radiations contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion (including any self-sustaining process of nuclear fission)of nuclear fuel.
- h. Losses due to the radio-active toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- i. Losses due to nuclear weapons material.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

This Policy may be terminated if any one of the following event of default occurs:

- a) if a party should fail to observe or perform any term, condition, and/or covenant on its part to be observed and performed, or if there should be a breach of a party's undertakings and/or warranties under this Policy;
- b) if there is a breach in any of the payment obligations on the part of either party provided for under this Policy;
- c) if there should be any act or fraud or other criminal act on the part of either party; or
- d) if a party should become insolvent or enter into liquidation either voluntarily or involuntarily (save and except for the purposed of amalgamation or reconstruction) or if a party should enter into any composition or arrangement with its creditors or suffer any distress or execution to be levied against its assets;
- e) If any party is in breach of its respective obligations and such breach is not remedied by the defaulting party within 30 days of the date of the defaulting party's receipt of a written notice from the non-defaulting party requiring it to remedy the same.

Notwithstanding any of the aforesaid or anything to the contrary contained herein, the Policy may at any time whatsoever:

- a) be forthwith terminated by either party if required to do so by any regulatory body having authority over either one or both of the parties; or
- b) be cancelled by the Insured by:
 - iii. Sending the Company prior written notice of its intent to cancel the Policy showing the date cancellation is to be effective; or
 - iv. Returning the original policy to the Company.

Disclaimer of Limit of Liability

This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortuous behavior, negligence, or under any other cause of action. The Company is not liable for the defamatory, offensive or illegal conduct of customers or any users or third parties and that the risk of injury from the foregoing rests entirely with customers.

In addition to the terms set forth above, neither the Company shall be liable regardless of the cause or duration, for any errors, inaccuracies, omissions, or other defects in, or unseemliness or unauthenticated of, the information contained within the Insured's website, or for any delay or interruption in the transmission thereof to the user, or for any claims or losses arising there from or occasioned thereby nor Company shall be liable for any third-party claims or losses of any nature, including, but not limited to, lost profits, punitive or consequential damages.

Insured's Duty and Responsibility

In the event of any occurrence that might give rise to a claim under this Policy, the Insured shall take all reasonable steps within his power to minimize the extent of the loss or damage and shall furnish all such information and documentary evidence as the Company may require.

Subrogation

The Company shall be entitled to use the name of the Insured in bringing proceedings against any person to recover compensation for the loss sustained. The Company shall be entitled to all rights of subrogation whether by way of indemnity or otherwise and the Insured shall give all information and render all assistance in the Insured's power in connection therewith

free of any expense to the Company and execute such assignments thereof as the Company may reasonably require

Records Keeping

The Insured shall keep proper records of all loss and claim related documentations.

Jurisdiction

The Courts of Bengaluru shall have the exclusive jurisdiction to entertain any matter relating to this policy.

Contribution

If at any time a claim arises under this Policy and there are any other subsisting insurance or insurances, whether effected by the Insured or by other person or persons, covering the same property, this Company shall not be liable to pay or contribute more than its rate able proportion of such loss or damage.

Amendments

This Agreement may not be modified, amended, rescinded, cancelled or waived, in whole or in part, except by written instrument signed by authorized representatives of each of the parties.

Arbitration

Any and all disputes, claims or differences arising out of or relating to this Agreement or alleged breach thereof shall be subject to arbitration. The arbitration shall be conducted by a sole arbitrator appointed by both parties. In case there is no resolution sole arbitrators appointed by both parties along with mutual arbitrator, with the venue of Arbitration being Bengaluru in accordance with the Arbitration and Conciliation Act of 1996. The award rendered by the arbitrator shall be final and binding upon both parties concerned.

Severability

If any term, clause or provision of this Agreement is held invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, clause or provision and the remaining provisions shall remain in full force and effect as if such invalid provision had not been included herein.

Notice

Any notice required or permitted to be given hereunder shall be in Writing and may be given by registered post at the address first set forth in this Agreement or at such other address or number as may be provided in written notice by either party.

Geographical Limit

Unless the geographical limits are specifically mentioned, the same needs to be considered as worldwide.

OTHER TERMS & CONDITIONS

A. TERMS AND STIPULATIONS

2. Effective Date:

The effective date shall be the date of acceptance of the Order by the selected Bidder. However, the Bidder shall submit the acceptance of the order within seven days from the date of receipt of order. The Bank reserves the right to consider the late acceptance of the order, if any, at its discretion. However, the Policy period will for a period of one year.

3. Execution of Agreement:

- 3.1 Within 21 days from the date of acceptance of the Order, the selected Bidder shall sign a stamped "Agreement" with the Bank at Bengaluru as per the format to be provided by the Bank. Failure to execute the Agreement makes the selected Bidder rejected.
- 3.2 The Agreement shall include all terms, conditions and specifications of RFP and also the projections and Price, as agreed finally after Bid evaluation and negotiation. The Agreement shall be executed in English language in one original, the Bank receiving the duly signed Original and the selected Bidder receiving the photocopy. The Agreement shall be valid till all contractual obligations are fulfilled.
- 3.3 Bank reserves the right to select the next ranked Bidder, if the selected Bidder does not accept the LOI/Purchase Order or withdraws his proposal after selection or at the time of finalization of the contract or disqualified on detection of wrong or misleading information in the offer.
- 3.4 The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form a part of the Contract Agreement till the conclusion of the contract.

4. Pricing & Payments:

- 4.1 The Price offered to the Bank must be in Indian Rupees inclusive of all taxes but Exclusive of GST (CGST/SGST). The Vendor has to quote the applicable taxes separately in the Commercial Bid.
- 4.2 The per card premium value along with GST should be claimed in the invoice and GST will be paid on actual.
- 4.3 No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract period.
- 4.4 Applicable GST will be paid at actual.

5. Payment Terms:

- 5.1 The selected Insurer shall submit invoice and other documents necessary as per the terms duly authenticating on each document along with the request letter for releasing the payment for the respective service. On receiving each payment, the Insurer shall submit the Tax Invoice along with two Endorsements if any for Fresh additions and deletions from the system.
- 5.2 The payment after deducting applicable TDS/ GST TDS will be released centrally at the Bank's office at Canara Bank DBS Wing, , P&D Section, 2nd Floor, Devanga Tower, No:35 KG Road, Bengaluru -560 009
- 5.3 Any Negative endorsement passed due to reduction /Deletion of Card base should be credited to our Bank Accounts.

5.4 The payments will be released through NEFT / RGTS and the Selected Insurer has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc

6. Order Cancellation/Termination of Contract:

Minimum notice period of 90 days for cancellation/termination of the policy from the Insurer and 30 days from the Bank.

B. GENERAL CONDITIONS:

1. Indemnity:

1.1 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:

1.1.1 The breach, default or non-performance of undertakings, warranties, covenants or obligations by the Bidder ;

1.1.2 Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the Bidder ;

1.2 The Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of services provided by them.

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

1.2.2 The limits specified in the above said clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.

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

2. Assignment:

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

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

3. Publicity:

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

4. Confidentiality and Non-Disclosure

- 4.1 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.
- 4.2 No Media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.

5. Amendments to 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.

6. 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 hereof shall be valid or binding unless made in writing.

7. General Order Terms:

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

8. General Contract Agreement Conditions:

- 8.1 Neither Bank nor Bidder shall assign any rights or obligations herein without obtaining the prior consent of the other Party.
- 8.2 No forbearance, indulgence, relaxation or inaction by any Party [Bank or Bidder] at any time to require the performance of any provision of Agreement shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of Agreement.
- 8.3 No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of Agreement shall be construed as a waiver of any right under or arising out of Agreement or an acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Agreement.
- 8.4 All remedies of either Bank or Bidder under the Agreement whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative and not alternative may be enforced successively or concurrently.
- 8.5 If any provision of Agreement or the application thereof to any person or Party [Bank/Bidder] is or becomes invalid or unenforceable or prohibited by law to any extent, this Agreement shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the Agreement shall be valid and binding as though such provision had not been included. Further, the Parties [Bank and Bidder] shall endeavor to replace such invalid, unenforceable or illegal provision by

one that is valid, enforceable, and legal and achieve substantially the same economic effect as the provision sought to be replaced.

- 8.6 If during the term of Agreement, the performance in whole or in part by either Party [Bank/Bidder] of any obligations under the Agreement is prevented or delayed by reason of war, destructive act of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemic, quarantine restrictions, strikes, lock-outs, or acts of god (hereinafter referred to individually as an "Event" the notice of happening of which shall be given by either Party to the other within seven days of the date of occurrence of such Event), neither Party [Bank nor Bidder] shall be entitled to terminate this Agreement nor have any claim for damages against the other by reason only of such non-performance or delay in performance.
- 8.7 None of the provisions of Agreement shall be deemed to constitute a partnership between the Parties [Bank and Bidder] and neither Party [Bank nor Bidder] shall have any right or authority to bind the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.
- 8.8 Agreement shall not be intended and shall not be construed to confer on any person other than the Parties [Bank and Bidder] hereto, any rights or remedies herein.
- 8.9 Agreement shall be executed in English language in 1 (one) original, the Bank receiving the duly signed original and Bidder receiving the duly attested photocopy. Contract/Service Level Agreement (SLAs) and Non-disclosure Agreement (NDA) will have to be executed with the Bank.

9. Responsibilities of the Bidder:

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

- 9.1 The Bidder has arrived at the prices in its bid without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- 9.2 The prices in the bid have not been disclosed and shall not be disclosed to any other Bidder of this RFP.
- 9.3 No attempt by the Bidder to induce any other Bidder to submit or not to submit a bid for restricting competition has occurred.
- 9.4 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.
- 9.5 The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all software to be supplied in response to this RFP shall meet requirement of the solution proposed by the Bidder. The Bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and

conditions of this RFP, the Bank expects the Bidder to fulfill all the terms and conditions of this RFP.

10. Force Majeure:

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

11. Corrupt And Fraudulent Practices:

- 11.1 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.
- 11.2 "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
- 11.3 "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidder s (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.
- 11.4 The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 11.5 The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 11.6 The decision of Bank in determining the above aspects will be final and binding on 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.

- 11.7 Any effort/attempt by a Bidder to influence the Bank in its decision on bid evaluation, Bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.
- 11.8 The selected Bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for services.

12. Adoption of Integrity Pact:

- 12.1 The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.
- 12.2 Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- 12.3 The Bidders shall submit signed Pre Contract integrity pact as per Annexure III along with Cover 1- Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.
- 12.4 Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.
- 12.5 Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- 12.6 Integrity Pact in respect of this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 12.7 The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the contract.
- 12.8 Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 12.9 Integrity pact shall be signed by the person who is authorized to sign the Bid.
- 12.10 The Name and Contact details of the Independent External Monitor(IEM) nominated by the Bank are as under:

Sri. Rakesh Jain, E-mail: rakeshjain18@hotmail.com	Sri. D R S Chaudary Email: dilip.chaudhary@gmail.com
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13. Resolution of Disputes:

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

of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration shall be Bengaluru, INDIA.

14. Modification/Cancellation of RFP:

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

15. Responsibilities of Selected Bidder:

15.1 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.

16. Legal Disputes and Jurisdiction of the court:

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

16.2 All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts in Bengaluru and the parties agree to submit themselves to the jurisdiction of such court as this RFP/contract agreement shall be governed by the laws of India.

ANNEXURE V

DECLARATION TO COMPLY WITH SCOPE OF WORK

Compliance	Description	Compliance (Yes / No)	Remarks / Deviations
Scope of Work - Lost card Policy	We hereby undertake and agree to abide by all the wordings stipulated by the Bank in this RFP as per Scope of Work for Lost Card Policy - Annexure V A. (Any deviation may result in disqualification of bids)		
Scope of Work - Lost card Policy	We certify that the services offered by us for tender confirms to the Scope of Work specifications stipulated by you as per Scope of Work for Lost Card Policy except the following deviations		
Scope of Work - Cancare Policy	We hereby undertake and agree to abide by all the wordings stipulated by the Bank in this RFP as per Scope of Work for Cancare Policy - Annexure V B. (Any deviation may result in disqualification of bids)		
Scope of Work - Cancare Policy	We certify that the services offered by us for tender confirms to the Scope of Work specifications stipulated by you as per Scope of Work for Cancare Policy except the following deviations		

[If left blank, it will be construed that there is no deviation from the specifications given in Scope of Work for Lost Card Policy & Cancare Policy.]

We understand that the Bank is not bound to accept any offer the Bank may receive, without assigning any reason whatsoever.

Date

Signature with Seal:

Name :

Designation :

Annexure VI

Commercial Bid Format

(By Successful L1 Bidder only)

COMMERCIAL BID for Non-Traditional Insurance Policies of Canara Bank Lost Card Insurance Policy and Cancare Policy as per scope of work defined in the RFP document

NAME OF THE INSURED: CANARA BANK

NAME OF THE INSURER:

Premium Details (In actual INR)				
A. Lost Card Liability Policy				
Number of cards projected in by end of policy period	Per Card rate	Premium (excl GST)	Add : GST 18%	Total Premium (incl GST)
A	B	C=A X B	D=CX18%	E=C+D
5,15,00,000				

B. CANCARE POLICY	Premium Details (In actual INR)					
A. Death due to Accident B. Baggage Insurance C. Purchase Protection	Total Number of Cards as on 31 st May' 21	Projections till 7 th August 2022)	Per Card rate	Premium Amount (excl. GST)	Add: GST 18%	Total Premium (incl GST)
		F	G	H=F X G	I=HX18%	J=H+I
I. Canara Visa/Mastercard/ RuPay Platinum Signature/Select/ Business Debit card and any other new variants to be launched with any of the card network associates	54.00 lakhs	80.00 lakhs				
II. Canara Visa/Mastercard/ RuPayCredit Cards including Add-on Classic/Standard/Corporate) and any other new variants to be	5.50 Lakhs	7.00 lakhs				

	launched with any of the card network associates					
III.	Canara Visa/Mastercard/Rupay (Gold/World/Select) Credit Cards including Add-on and any other new variants to be launched with any of the card network associates	2.17 Lakhs	3.70 lakhs			
TOTAL		61.67 lakhs	90.70 lakhs			

Summary of Premium Quoted

(In actual INR)

Sr No	Policy Name	Premium Excl GST	Add - GST 18%	Premium incl GST
		K=C+H	L=D+I	[TCO] M=E+J
1	Lost Card Liability Policy			
		(As per C above)	(As per D above)	(As per E Above)
2	Cancare Policy			
		(As per H above)	(As per I above)	(As per J Above)
GRAND TOTAL				

Note

1. Lost Card Liability Policy - The Insurer should quote on the basis of projections of card base of 5,15,00,000 by end of Policy Period. Canara Bank shall pay one time premium of the cards projected ab initio. In case of increase in card base beyond the projections as above, Bank will pay premium on pro rata basis. [Existing card variants and any other new variants to be launched during the year with any of the Card network associates to be covered].

2. Cancare Policy - Insurer should quote on the basis of projections by end of the policy period. **Bank will pay initial premium for the actual card base as on 31st May 2021 and for any Addition/ Deletions from 01.06.2021 till 07.08.2022 on monthly/quarterly basis on payment /refund of pro-rata premium (For which only the count of the fresh cards added and the count of the deleted cards from the system for any reason will be provided based on which two separate endorsements to be passed). Any other new variants to be launched during the year with any of the card network associates also to be included under the scope of the policy.**
3. **The Commercial Bid will be evaluated based on the Total Cost of Ownership (TCO) i.e. Column "M" above.**

Annexure IV:

Compliance Confirmation

Having examined the RFP Document, we, the undersigned, offer our services shall be in conformity with the requirements mentioned in said RFP documents.

We undertake, if our bid / Proposal is accepted, to carry out the work as per the requirements of the RFP and within time frames specified in the RFP document.

We confirm that the information submitted by us in our Bid/Proposal is true and correct. We agree to abide by the Bid/ Proposal.

We declare that we have not made any alterations/changes whatsoever in the RFP document and we are fully aware that in the event of any change, the RFP document maintained at the Bank will be treated as authentic and binding and the Bid/Proposal submitted by us will be liable to be rejected by the Bank in the event of any alteration made in the RFP document.

We certify that there has been no conviction by a Court of Law or contemplated by court for misconduct, guilty or indictment/adverse order by a regulatory authority for an offence against us or any of our sister concern or our CEO, Directors / Managers / Employees and if it arises we will intimate the Bank of the same.

We undertake that, in competing for and, if the award is made to us, in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".

We understand that Canara Bank is not bound to accept our request for participation in the process or bound to accept our bid, or give any reason for rejection of any bid. We also agree and confirm that we will not claim any expenses incurred by us in preparing of bid documents and that Canara Bank will not defray any expenses incurred by us in proposal.

We understand that Canara Bank is not bound to accept the lowest, or any other Proposal, it may receive.

Dated this _____ day of 2021

(Signature) (In the capacity of)

Duly authorized to sign Proposal for and on behalf of _____

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 _____2021, between, Canara Bank, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at 112, J.C. Road, Bangalore 560 002, with branches spread over India and abroad(hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri. (Designation of the officer) representing, of the BUYER, of the FIRST PART

AND

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

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

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

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

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:
COMMITMENTS OF THE BUYER

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

Earnest Money Deposit (EMD)/Bank Guarantee in Lieu of EMD:

The requirement for EMD is waived. However, the Bidders are required to note that if they will withdraw or modify their bids during the period of validity etc., they will be suspended for the period of three years from being eligible to submit Bids for contracts with Canara Bank.

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

(iii) 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.

(iv) 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.

(v) To cancel all or any other contracts with the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER and the BID/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.

(vi) 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.

(vii) 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.

(viii) 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.

(ix) 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.

(x) 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 (x) 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 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

BIDDER

Name of the Officer
SIGNATORY
Designation
Name of Wing
Canara Bank

CHIEF EXECUTIVE OFFICER/ AUTHORISED

Witness

Witness

1)

1)

2)

2)