

**REQUEST FOR PROPOSAL (RFP)** 

SELECTION OF CONSULTANT FOR CENTRALISED STORAGE OF SECURITY DOCUMENTS OF THE BANK

> RFP NO: RFP/CONSULTANT/02/2021 DATE: 16.06.2021

ISSUED BY: CANARA BANK ESTATE POLICY & CONTROL SECTION GENERAL ADMINISTRATION WING, HEAD OFFICE 3rd FLOOR, DWARAKANATH BHAVAN, No: 29, K.R ROAD BASAVANAGUDI, BENGALURU- 560 004 Tel: 080-26621873 / 74 e-mail : hoepc@canarabank.com

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#### **NOTICE INVITING TENDER**

SI. No.	Particulars	Time / Date / Other Details
1.	Tender Documents	Can be downloaded free of cost from Canara Bank's web site, https://canarabank.com/tenders & Central Public Procurement (CPP) portal www.eprocure.gov.in as well as from e- Procurement portal https://canarabank.abcprocure.com
2.	Date of Issue of RFP	16.06.2021
	Last date & time for receipt of written (through email) queries for clarification from Bidders	Pre bid queries should be submitted as per prescribed format, Pre-bid Queries to e-mail hoepc@canarabank.com must reach us on or before 24.06.2021 at 11.00 Am.
	Tentative pre-Bid Meeting Date & Time (Through Webinar)	Pre-bid meeting will be held on 25.06.2021 at 11.30 Am The meeting will be conducted through Video Conference vai Microsoft Team Application. The bidder interested to participate in the meeting has to send a request to <u>hoepc@canarabank.com</u> and the meeting link will be shared to those interested bidders.
	Last Date & Time for Bid submission	Tender Response to be submitted on or before 12.07.2021 3.00 pm online through the e-Procurement portal https://canarabank.abcprocure.comFor any queries regarding submission of the tender kindly call or mail on the below mentioned details:
		Sri. Jainam Belani e-mail ID: Jainam@eptl.in,
		Mobile No. +91- 6354919566, 9510813528,9328931942 www.eptl.in , www.procuretiger.com
6.	Date and Time for opening of Technical bid	12.07.2021 Time 3.30 p.m. IST

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	Date of presentation of Eligible Bidders and evaluation thereof.	The date and venue will be informed to technically qualified bidders
8.	Date of Financial Bid Opening	The date and venue will be informed to technically qualified bidders
9.	Place of Opening of Bids	online through the e-Procurement portal <u>https://canarabank.abcprocure.com</u>
10.	Address for communication (Bank)	Assistant General Manager, Canara Bank, Estate Policy & Control Section, General Administration Wing, Head Office, 3 <sup>rd</sup> floor, Dwarakanath Bhavan, 29, K.R Road, Basavanagudi, Bengaluru- 560 004. email: hoepc@canarabank.com Phone – 080-26621873 / 74
11	Bid Security (EMD)	Nil – Bid Self Declaration Form as per Annexure H

#### 1. Overview

CANARA BANK is a fourth largest public sector bank owned by Government of India. Canara Bank is a body Corporate and a premier Public Sector Bank established in the Year 1906 and nationalized under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970. Canara Bank Head office is located at 112, J C Road Bengaluru-560002 and its General Administration Wing is located at 3<sup>rd</sup> Floor, Dwarakanath Bhavan, 29, K.R Road, Basavanagudi, Bengaluru-560004.

The Bank is having pan India presence with 10416 branches, 24 Circle offices and 176 Regional Offices situated across the States. As per the announcement made by the Department of Finance Services on 30 August 2019, Manipal based Syndicate Bank has been merged from 01 April 2020. The Bank is a forerunner in implementation of new technologies and infrastructure.



#### 2. ELIGIBILITY CRITERIA

Interested firms/ companies are requested to participate in the bidding. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected. Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents:

Sr. No.	Eligibility Criteria	Documents to be submitted
1	Consulting Company/Firm providing consultancy services for Centralised Storage of Security Documents or a Company/Firm providing Centralised Storage of Security Documents.	Copy of the Certificate of Incorporation issued by Registrar of Companies/ firms and full address of the registered office. To demonstrate a solid understanding of the scope and critical nature of the work, as well as outstanding technical expertise and excellence in customer service (date and time will be allocated to the bidder separately)
2	The bidder should be in existence for a minimum period of 5 years in India providing consultancy services for Centralised Storage of Security Documents or a Company/Firm providing Centralised Storage of Security Documents	Commencement and satisfactory service completion certificate issued by reputed clients.
3	The bidder should have a minimum average annual turnover in India, of Rs. 1 Crore in the past three financial years as on 31.03.2021	Certificate of the Charted Accountant for preceding three years
4	The bidder should not be blacklisted/barred/disqualified by any regulator/statutory body as on date of submission of bid.	Bank's prescribed format.
		Copies of the registration certificate and PAN card copy shall be enclosed.

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	representative office in Bengaluru	Copy of local address along with document proof i.e lease agreement of the firm entered with landlord.
7	references of three (3) of their	

## <u>NOTE:</u> A write up about the company/ firm, its standing and past work done (Not exceeding 2 pages).

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.



#### 3. RFP Terminology

Definitions – Throughout this RFP, unless inconsistent with the subject matter or context:

3.1 Bidder– An eligible entity/firm submitting a Proposal/Bid in response to this RFP.

3.2 Consultant/Selected Bidder – The Bidder who is selected by the Bank under this RFP Process as the Consultant for the provision of services as specified in this RFP.

3.3 Bank shall be determined in context and may mean without limitation "Canara Bank" and unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns.

3.4 Proposal/ Bid – The response received in the prescribed format from a bidder in accordance with the RFP.

3.5 RFP – The request for proposal (this document) in its entirety, inclusive of any addenda/modification/ clarification/amendment that may be issued by the Bank.

3.6 Consultancy Service – "Consultancy Service" means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and includes services ancillary to the services and other obligation of the Consultant covered under the RFP.

3.7 "Contract" means the Contract signed by the Parties and all the attached documents and the Appendices, consequent to the completion of the proceedings as per the RFP.

3.8 "Day" means calendar day.

3.9 Parties – Party or Parties means the BANK or Bidder / Selected Bidder / Consultant or both as the case may be.

3.10 "Personnel" means professionals and support staff provided by the Consultant and assigned to perform the Services or any part thereof. "Foreign Personnel" means such professionals and support staff who at the time of being so provided have their domicile outside India. "Domestic Personnel" means such professionals and support staff who at the time of being so provided had their domicile in India.

3.11 "Proposal" means the Technical Proposal and the Financial Proposal/ bid.

3.12 "Assignment / job" means the work to be performed by the Consultant pursuant to the Contract.



3.13 "Terms of Reference" (TOR) means the document included in the RFP which explains the scope of work, activities, tasks to be performed.

3.14 Project Cost - Project cost would be the total consideration that the Bank must pay in accordance with the payment schedule to complete the Consultancy Service as per the terms of the RFP/contract.

#### 4. Scope of Work:

Bank invites the tender for selecting a consultant for Centralised Storage of Security Documents, needed for the development of a strategic roadmap that will provide the Bank with effective management on storage of Secured Documents across all workflows.

#### Assisting Bank for Infrastructure Of Storage Location:

- The Consultant will work with the Bank to understand the storage requirements of secured documents.
- The Consultant to provide Bank the details of the complete infrastructure with specification of Area, Civil Structure, Internal storage racks, storage boxes, security items, fire fighting equipment's etc.
- To assess the infrastructure required for storing the secured documents including schedule (including milestones and phases), resource (including space) requirements, options, detailed technical specification of the infrastructure required and cost estimates, and guidance on executing the roadmap.

#### Assisting Bank in retrieval Mechanism:

- To provide complete solutions for retrieval of records time/ distance analysis chart. Physical and other technical requirement for retrieval.
- > To assist Bank in providing/ suggesting required software for the total storage solutions as well as retrieval.
- To device methodology for centralised storage, retrieval and logistics of these Secured documents and how to implement them across all record repositories.
- Preparation of guidelines for implementation of centralised secured storage of documents across the Bank.
- Assist the Bank in implementing the centralized secured storage of documents on pilot basis in one Centre in India.

While preparing the above details, the Consultant should take into account the policy guidelines of the Bank, the industry practices, any approved / authorized standards etc.

Bank's goal is to develop and implement policies, tools and processes for a mature and compliant programme for management of centralized storage of security documents that addresses all types of secured records & documents across all workflows.

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Stages of works: Phase I : Assessment Phase II : Roadmap Development Phase III: Roadmap Implementation

Phases I & II of the requested services shall include the assessment sessions in order to develop a detailed assessment and strategic roadmap for a comprehensive Record storage system.

Phase III include execution of the proposed roadmap, such as updating and finalizing a records storage policy and schedule and developing processes, procedures and training for implementing the policy consistently to record repositories across the organization.

The Consultant shall use their expertise to customize each task in order to improve the Bank's ability to meet the project goals in a cost effective manner. Based on experience, the Consultant may identify additional elements needed to meet the project goals. The Consultant will be required to work collaboratively with the Bank staff to support project goals in support of the work.

#### 5. Timelines

- The above scope and deliverables will be required to be designed to Bank's satisfaction and initiated within a week from the date of contract.
- However, all efforts must be taken to ensure completion of the entire process within 60 days from the date of contract.
- The Bank, at its sole discretion reserves the right to ask the consultant to continue for additional months or additional target groups beyond the first phase on related scope enhancements beyond the scope mentioned in this RFP at a cost not exceeding pro-rata cost as quoted for the earlier job.

#### 6. Bidding document

#### 6.1 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid including cost of presentation(s), etc. Bank will not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

#### 6.2 Content of Bidding Document

- (a) The RFP provides overview of the requirements, bidding procedures and contract terms. It includes Introduction, Instructions to Bidder, Terms & Conditions of Contract, Eligibility Criteria, Technical Bid and Financial Bid. The bidder must conduct its own investigation and analysis regarding any information contained in this RFP document, its meaning and impact of that information.
- (b) The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection



of its bid. While Bank has made considerable effort to ensure that accurate information is contained in this RFP, however, the information is supplied solely as guidelines for Bidders. Furthermore, during the RFP process, Bank has disclosed in the RFP or will disclose in corrigendum/ addenda, available information relevant to the Scope of Work to the extent, detail, and accuracy allowed by prevailing circumstances. Nothing in this RFP or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any addenda.

- 7.3 Clarifications & Amendments
  - (a) If deemed necessary, the Bank may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted. The bidder may be asked to give presentation for the purpose of clarification of the bid.
  - (b) The Bidder requiring any clarification on the RFP may obtain the same by submitting written queries (through email: hoepc@canarabank.com) on or before 24.06.2021 (11:00 A.M.) to Assistant General Manager, Canara Bank, Estate Policy & Control Section, General Administration Wing, Head Office, 3<sup>rd</sup> floor, Dwarakanath Bhavan, 29, K.R Road, Basavanagudi, Bengaluru- 560004.
  - (c) At any time prior to the deadline for submission of bids, BANK reserves the right to modify the RFP by amendment.
  - (d) Any clarification issued by BANK will be in the form of an addendum/ corrigendum and will be published in Bank's website. The amendment will be binding on all bidders. BANK, at its discretion may extend the deadline for submission of bids in order to allow prospective bidders a reasonable time to take the amendment into account.
  - (e) Interested persons acting on the basis of this RFP for submission of their Bids are requested to provide their e-mail address to the Bank to enable the Bank to e-mail any subsequent amendment / modification to the RFP. However, non-receipt of any such e-mail or the failure of the Bank to send any such email shall not affect the validity of such amendment / modification.

#### 8. Bidding process

## 8.1 Nature of the document: **ONLINE TENDERING through** e-Procurement portal <u>https://canarabank.abcprocure.com</u>

8.2 All details with the relevant information/ documents/acceptance of all terms and conditions strictly as described in this RFP will have to be submitted. The bidders are advised to write their name and contact details (Phone No., e-mail and Address on all the envelopes). In the first stage, only the envelope containing 'Technical Bid' will be opened and evaluated. Those technically satisfying all the eligibility criteria as per technical requirements and agreeing to comply with all terms and conditions specified in this document may be invited for technical presentation to display their capabilities, approach and methodology wherein they will be evaluated as per the technical evaluation criteria as per the RFP Exhibit II. Such presentations are likely to be called within the time frame indicated in the Bid details mentioned in clause 1. Bank reserves the right to reject bids of the bidders who fail to make the presentations as scheduled by the Bank.

8.3 The technical evaluation will be followed by the opening of the financial bid of those bidders who qualify as per technical bid specified criteria and further RFP process. The financial bid of those bidders who fail to meet the technical evaluation criteria shall be returned without opening.

In addition to uploading the documents in the e-tendering portal, Bidder should also submit the following in Email or Hard copy to the address notified in the Bid Schedule on or before the due date mentioned in Bid Schedule.

a) Acknowledgement issued by e-tendering system for having received the bid through e-tendering system.

#### 9. Preparation and Submission of Bids

9.1 The bids prepared by the bidder and all correspondence and documents relating to bids exchanged by the bidder and the Bank must be written in English.

9.2 Consultant must provide individual and factual replies to specific questions asked in the RFP. Indicative Checklist of Documents to be submitted as part of Response is given in Annexure I. Documents submitted should be complete in all respects as detailed in this RFP

#### 9.3 Technical bid

The Technical Proposal shall provide the information indicated in the following paragraphs. A brief write up is to be provided for each of the parameters for Technical Evaluation criterion detailed in Exhibit II. The following documents are to be signed in



all pages and scanned documents of the same to be uploaded in the **e-Procurement portal** <u>https://canarabank.abcprocure.com.</u>

All the submissions under this should be supported by necessary documentary evidence, as may be applicable:

i. A letter on bidder's letterhead mentioning Inter-alia (Annexure A)

a) Certifying that the period of the validity of the bid is 180 days from the last date of submission of bid;

b) Confirming that the bidder has quoted for all the items/services mentioned in the bid in their financial bid;

ii. Point 2 & Annexure C along with the supporting documents in respect of Eligibility Criteria as mentioned therein;

iii. Bidders details as per Annexure A on bidder's letter head;

iv. Audited balance sheets and profit and loss account statement for last 3 years or certificate of Chartered Accountant stating bidder's turnover, other desired financials.

v. A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.

vi. Earnest Money Deposit (EMD):

- a) No EMD. However, the Bidder should submit the Bid Self Declaration Form as per Bank's Prescribed format Annexure H.
- b) The successful bidder's upon the Bidder signing the Contract has to submit the Performance Bank Guarantee as per format Annexure G and as specified elsewhere in the RFP. The Bank Guarantee must be furnished from a Scheduled Commercial Bank other than CANARA BANK within 14 days from the selection of successful Bidder.
- c) A brief description of the Bidder's organization and in the case of a consortium/ joint venture, of each partner. Details of experience of assignments which are similar to the proposed assignment/ job as per the terms of reference. The required data to be submitted in format as in Exhibit I. Information should be provided only for those Assignment/jobs for which the Bidder was legally contracted as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Bidder, or that of the Bidder's associates, but can be claimed by the Professional staff themselves in their CVs. Bidders should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal.
- d) Comments and suggestions on the RFP including workable suggestions that could improve the quality/ effectiveness of the assignment/job may be made before the submission of the bids. BANK reserves the right to accept / reject the



suggestions made by the Bidders. The requirements for staff and facilities including administrative support, office space, equipment, data, etc. To be provided by BANK to be clearly specified.

e) The shortlisted consultants will be required to make a brief presentation on capabilities & methodology. They will be given a maximum of 20 minutes to present. The presentation should be brief and crisp. It will form the basis of Technical Evaluation as listed in Exhibit-II.

#### 9.4 Financial Bid

9.4.1 Financial bid for line item should be submitted in the e-Procurement portal <u>https://canarabank.abcprocure.com.</u>

9.4.2 The financial proposal shall not include any conditions attached to it and any such condition attached to the financial proposal shall be liable for rejection. Payment will be made after deducting Tax Deductible at Source as applicable. Please note no additional expenses would be paid, if any.

#### 9.4.3 Bid Prices

The prices should be specified only in "Financial Bid" and must not be specified at any other place in the bid document. There will not be any advance payments.

#### 9.4.4 Revealing of Prices

The rates and/ or prices in any form or for any reasons should not be disclosed in the technical or other parts of the bid except in the financial bid, failure to do so make the bid liable to be rejected. In the event of change in project scope wherein price revision is envisaged by the bank, revised financial bid may be required to be submitted in a separate sealed envelope.

#### 9.4.5 Pre-Bid Meeting

A pre-bid meeting of the intending tenderers will be held as scheduled below to clarify any point /doubt raised by them in respect of this Tender document:

Date	Time	Venue
25.06.2021	11.30 Am	The meeting will be conducted through Video Conference vai Microsoft Team Application. The bidder interested to participate in the meeting has to send a request to hoepc@canarabank.com and the meeting link will be shared to those interested bidders.



Bidders intending to participate in the pre bid meeting should sent their request in this regard to the <u>mail: hoepc@canarabank.com</u> so that Bank can send the link for the meeting to the mail ID of the bidder.

No separate communication will be sent for this meeting. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested tenderers shall be present during the scheduled time.

The Bank will consolidate all the queries and discussions during the pre-bid meeting and the consolidated replies for the queries shall be made available in the Bank's website and no individual correspondence shall be made. The replies/clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification / amendments / corrigendum furnished hereof will become part and parcel of the Tender document and it will be binding on the tenderers.

Non-reply to the queries raised by any of the Tenderer shall not be accepted as a valid reason for non-submission of the Tender. In addition, non-reply to any query may not be deemed the version of the Tenderer as reflected in the query has been accepted by the Bank.

<u>Amendment to Tender document:</u> At any time prior to deadline for submission of Tender, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder may modify the Tender document by amendment. Notification of amendments will be made available on the Bank's website (www.canarabank.com) and also on e-procurement Technologies Limited <u>https://canarabank.abcprocure.com</u> and will be binding on all tenderers and no separate communication will be issued in this regard. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tender, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of tender.

#### 9.4.6 Validity of Bids

Bid shall remain valid for 180 days from the last date for submission of Bid. A bid valid for shorter period is liable to be rejected. The bidder may require giving consent for the extension of the period of validity of the bid beyond initial 180 days, if so desired by the Bank in writing or by fax. Refusal to grant such consent would result in rejection of bid. However, any extension of validity of bids will not entitle the bidder to revise/ modify the bid document or price.

#### 9.4.7 Bid Integrity

Wilful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that Bank may take. All the submission,



including any accompanying documents, will become property of BANK. The bidders shall be deemed to grant all rights to BANK, to reproduce or disclose the contents of submission to other bidders and to disclose and/ or use the contents of submission as the basis for RFP process.

- 9.4.8 Format and Signing of Bid
- (a) The bidder should prepare submission as per minimum eligibility criteria, Technical Bid, Financial Bid and other requested information.
- (b) Bid should be submitted as per the format stipulated in the Annexures to this RFP along with such other documents mentioned elsewhere in the RFP.
- (c) All pages of the Bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
- (d) Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) authenticates them.

#### 9.4.9 Submission and opening of Tenders:

Tenders to be submitted only through online from the e-Procurement portal <u>https://canarabank.abcprocure.com,</u> for any queries regarding the submission of the tenders online the vendors can contact on the below mentioned details –

Name	Sri. Jainam Belani
E-mail ID	Jainam@eptl.in
Official Mobile No	+91- 6354919566, 9510813528, 9328931942

For any queries regarding submission of the tender kindly call or mail on the below mentioned details:

#### Note: Tenders submitted through any other form will be rejected.

If last day of submission of tender is declared a holiday under NI Act by the Government subsequent to issuance of tender, the next working day will be deemed to be the last day for submission of the tender. The bank may at its discretion extend the bid submission date. The modified target date & time will be notified on the web site of the Bank.

9.4.10 Bid Currency: Prices shall be expressed in Indian National Rupees only.

9.4.11 Modification and Withdrawal of Bids

No bid may be withdrawn/ modified in the interval between the deadline for submission of bids and the expiration of period of bid validity.

#### 10.Opening and Evaluation of Bids 10.1 Opening of Technical Bid

The tender will be opened through online on e-Procurement portal <u>https://canarabank.abcprocure.com</u> at the date, time & locations mentioned under the NIT.

#### 10.2 Evaluation Process/ Determination of successful bidder:

#### 10.2.1 Method of evaluation

The bid will be screened to ensure responsiveness to the requirements of the RFP. The Bank may reject any proposal as non-responsive that does not provide evidence of the required minimum experience or not submits the documents requested in the RFP. The Bank reserves the right to request additional information and clarifications during the evaluation and selection process from any or all Bidders regarding their RFP.

An Evaluation Committee, which is composed of Bank's staff and/or other qualified persons, will review and screen the bids submitted according to the weighted criteria and process indicated below. While price is one basic determinant for award, it is not the sole consideration. Additional general factors that will be considered are the Bidder's understanding of the Bank's requirements as specified in this RFP and the qualifications, experience and organization of the firm and its personnel.

Following the initial review and evaluation of Bids, some short listed bidders may be invited to participate in the next step of the proposal selection process. This may include submission of additional information, as described below, and/or participation in an oral interview/presentation.

Bidders are required to submit references of three (3) of their clients, one of the client should be from public sector for similar services during a consecutive three (3) year period. For each client submitted as a reference, bidder shall provide a brief description of the services provided, the timeframe during which services were provided and client contact information. All references will be contacted by the Bank via e-mail or telephone call to obtain answers to questions, as applicable, before short listing is done.

In addition to providing contact information for the three (3) references, the Bidder shall provide a complete list of all current or former clients, by client name and address, to whom the bidder has provided similar services as described in this RFP.

#### 10.2.2 Evaluation Criteria

The maximum possible total combined score for a proposal is 100 points.

1) Approach to Scope of Services – Maximum marks 40

The Bidders overall methodology to successfully providing the Services will be assessed for its feasibility, responsiveness to the Scope of Services, effectiveness and thoroughness. Bid will be evaluated on, but not limited to:

- a) Knowledge of industry, regulations, legislative updates and best practices.
- b) The scope, quality and feasibility of Bidder's work plan including, but not limited to, the techniques, approaches and methods to be used in completing the project.
- c) Preliminary schedule for completing the work, including a chronological timeline for each task.
- 2) Qualifications and Experience Maximum marks 20

The capabilities of each Bidder will be assessed on:

- a) Company/Individual's qualifications and experience in providing the specified services for similar operations and/or entities.
- b) Availability of designated staff, consultants and other team members assigned to work with the Bank.
- 3) Bid Price Maximum marks 30

This portion of the bid will be evaluated based on reasonableness of the costs. Total cost of services would be deemed as cost and entity quoting the lowest total cost would be awarded full marks and others pro rata.

4) Sample Roadmap and Records Retention Policy & Schedule 0-10 points

This portion of the Bid will be evaluated on the comprehensiveness of a sample roadmap and records retention policy & schedule that was successfully implemented by the assigned consultant as per the scope of services in this RFP.

The bidder obtaining the highest total combined score in evaluation of technical and financial as per para 10.2.2 above will be ranked H-1 followed by proposal securing lesser marks as H-2, H- 3 etc. Bidder securing highest combined marks and ranked H-1 shall be recommended for award of contract. Bank will follow the internal procedure for necessary approvals and thereafter proceed with notification of award of contract.

#### 11. Award & Signing of contract

11.1 THE BANK will notify successful bidder in writing by letter in duplicate that its bid has been accepted. The Selected bidder has to return the duplicate copy to the Bank within 7 working days duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

11.2 The successful bidder shall be required to enter into a contract/ Service Level Agreement (hereinafter the SLA) with the Bank, within 7 days of acceptance of the award of the tender or within such extended period as may be decided by the Bank along with the letter of acceptance, Non-Disclosure Agreement (NDA), Bank Guarantee (BG) and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof.

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

11.4 The SLA will be based on the RFP terms and such other terms and conditions accepted by the Bank from the bidder's offer document with all relevant enclosures, modifications accepted by the Bank out of negotiation /clarifications etc and will include project plan – phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc. Subject to the modifications or amendments accepted by the Bank, this RFP itself shall also form part of the contract with the successful bidder.

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

11.6 THE BANK and the selected bidder shall finalise the terms of SLA to be executed through mutual discussions but as this is the scope of this RFP, BANK shall have the right not to enter into the contract with the Bidder if the Bidder is unable to abide by the terms & conditions considered to be essential by the Bank or provide the Professional staff assured in the Technical Proposal. In such an eventuality BANK reserves the right to reject the proposal and consider the next best respondent.

#### 12. Disclaimer

12.1 The information contained in this RFP document issued for the eligible and interested bidders or any of their Employees / Directors, is provided on the terms and conditions set out in this document and all other terms and conditions subject to which such information is provided. The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information that a Bidder may require.



This RFP document may not be complete in all respects, and it is not possible for the Bank and their employees to consider the business / investment objectives, financial situation and particular needs of each Bidder, who reads or uses this RFP document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and wherever necessary they should obtain independent advice from appropriate sources. The Bank and its employees make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. The Bank may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

12.2 This RFP is not an offer by the Bank, but an invitation for responses to the issues pertaining to Consultancy Service by BANK as contained in clause 6 of this document. No contractual obligation on behalf of the Bank, whatsoever, shall arise from the RFP process unless and until a formal Contract is signed and executed by duly authorized officers of the Bank and the selected Bidder.

12.3 The Bidders, by accepting this document, agree that any information contained herein may be superseded by any subsequent written information on the same subject made available to the recipient or any of their respective officers or published in the Bank's website. It is also understood and agreed by the Bidder/s that decision of the Bank regarding selection of the Bidder will be final and binding on all concerned. No correspondence in this regard, verbal or written, will be entertained.

12.4 The Bank reserves the right to amend, modify, vary, add, delete, accept or cancel, in part or full, any condition or specification of all proposals/ orders/ responses, without assigning any reason thereof before evaluation of technical bids. Each Bidder shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, presentations and contract negotiation processes.

12.5 Notwithstanding anything contained in the RFP Document, the Bank reserves the right to accept or reject any response and to annul the process and reject all responses at any time prior to execution of the agreement with the Bidder to whom the contract is finally awarded, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's decision.

12.6 The Bank reserves the right to cancel the entire process at any stage at its sole discretion without assigning any reason thereof.

12.7 It shall be the duty and responsibility of the Bidders to ensure themselves about the legal, statutory and regulatory authority, eligibility and other competency of them to participate in this RFP and to provide any and all the services and deliverables



under the RFP to the Bank. An undertaking should be submitted by the bidder to this effect.

12.8 Subject to any law to the contrary, and to the maximum extent permitted by law, BANK and its Directors, officers, employees, Consultants, agents, and advisors disclaim all liability from any loss or damage suffered by any person acting or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, default, lack of care or misrepresentation on the part of BANK or any of its officers, employees, Consultants, agents or advisors

#### 13. Bank Guarantee (BG)

13.1 The selected bidder would be required to submit a Bank Guarantee to the Bank for an amount equivalent to 3% of the Project Cost within 14 days from the selection of the successful bidder. The BG will be valid for period of 12 months and such other extended period as the Bank may decide for due fulfilment of the project obligations.

13.2 The BG should be issued by a scheduled commercial bank, other than Canara Bank. A format for BG is attached as per Annexure G.

13.3 The BG is required to protect the interest of the Bank against the risk of nonperformance of the consultant in respect of successful completion of the contract which may warrant the invoking of BG, also if any act of the Consultant results in imposition of Liquidated Damages as given in clause 21, then the Bank reserves the right to invoke the submitted BG.

13.4 In case of value of engagement being below a certain amount, Bank reserves the right to waive this stipulation of furnishing of BG.

#### 14. Conflict of Interest

14.1 BANK requires that bidder provides professional, objective, and impartial advice and at all times hold BANK's interest's paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from BANK.

14.2 Without limitation on the generality of the foregoing, bidder, and any of their affiliates, shall be considered to have a conflict of interest and shall not be engaged, under any of the circumstances set forth below:

(a) Conflicting Assignment/ Job: A bidder (including its Personnel) or any of its affiliates shall not be hired for any Assignment/ Job that, by its nature, may be in conflict with another Assignment/ Job of the Consultant / it's Personnel to be



executed for the same and/or for another Entity / Employer during the currency of the assignment.

(b) Conflicting Relationships: A bidder (including its Personnel) that has a material business or close family relationship with a member of BANK's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, shall not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to BANK throughout the selection process and the execution of the Contract. The respondent to RFP is expected to provide complete details of BANK staff associated with the consultant in any manner whatsoever. In case the information is Nil, explicit mention should be made in this regard.

14.3 Bidder has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of BANK, or that may reasonably be perceived as having this effect. If the Bidder fails to disclose said situations and if BANK comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

#### 15. Patent Rights

15.1 For any licensed material used by the consultant for performing services or developing tools for the Bank, the consultant should have right as well right to license for the outsourced services or third party. Any license or Intellectual Property Right (IPR) violation on the part of Consultant should not put the Bank at risk. The Bank reserves the right to audit the license usage of the consultant.

15.2 The consultant shall, at their own expenses, defend and indemnify the Bank against all third-party claims or infringement of IPR, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design, the consultant shall immediately take appropriate steps for averting such violation/infringement.

15.3 The consultant shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the consultant shall be fully responsible therefore, including all expenses and court and legal fees.

15.4 The liability of the consultants to indemnify the Bank including those by / against third party claims as per this clause shall be unlimited and without any cap or condition.



15.5 The Bank will give notice to the consultant of any such claim without delay, provide reasonable assistance to the consultant in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim. Absence / delay of notice / assistance from the Bank, however, do not absolve the consultant of his responsibilities as above.

15.6 The Bank shall have absolute unqualified right title and ownership over all the deliverables, solutions and other products/services delivered by the consultant consequent to the completion of the project or all work done in accordance with the contract.

#### 16. Powers to Vary or Omit Work

16.1 No suspensions of the work under the contract shall be made by the successful bidder except as directed in writing by the Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful bidder to make any variation without prejudice to the contract. The finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any suggested variations would, in the opinion of the finally selected bidders, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful bidder to make such other modified variation without prejudice to the contract. The finally selected bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If Bank confirms its instructions, the successful bidder's obligations shall be modified to such an extent as may be mutually agreed. If such variation is substantial and involves considerable extra cost, the agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

16.2 In any case in which the successful bidder has received instructions from Bank as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected bidders, involve a claim for additional payments, such additional payments shall be decided by the Bank in line with the terms and conditions of the order.

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

#### 17. No Waiver of Bank Rights or Successful Bidder's Liability

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

#### 18. Inspection, Quality Control and Audit

18.1 The Bank may, at its discretion, get the services & deliverables of the finally selected bidder inspected/ audited by its internal/ external inspectors/ auditors. The finally selected bidder shall facilitate the same.

18.2 The selected bidder shall, whenever required, furnish all relevant information, records, and data to such auditors and / or inspecting officials of the Bank / Reserve Bank of India and or any regulatory authority / Bank's consultant / Testing agency entrusted by the Bank to carry out this work.

18.3 The Bank may, at its discretion carry out a pre-inspection by a team of Bank officials or demand a demonstration of the consultancy services proposed on a representative model in Bidder's office as per specification provided by the Bank.

18.4 The Bank at its discretion may carry out periodic inspection/quality checks on continual basis and where necessary may reject the products/solution which does not meet the specifications provided by the Bank.

Nothing stated hereinabove shall in any way release the consultant from any warranty or other obligations under this contract.

#### 19. Termination of Contract

19.1 The Bank alone shall have the right to terminate the contract with the selected bidder at any time during the contract period, by giving a written notice of at least one month, for any valid reason, including but not limited to the following reasons:

- a) Laxity in following security standards laid down by the Bank
- b) Excessive delay (over 6 weeks) in adhering to the timelines stipulated by the Bank
- c) Discrepancies / deviations in the agreed processes
- d) Violation of terms & conditions stipulated in this RFP.



19.2 The selected bidder shall not have right to terminate the contract or to demand any damages on account of termination of the Contract by the Bank.

19.3 BANK may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Consultant, terminate the contract in whole or part: if the Consultant fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank pursuant to conditions of contract or if the Consultant fails to perform any other obligation(s) under the Contract.

19.4 In the event BANK terminates the Contract in whole or in part, BANK may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those not delivered by the consultant and the Consultant shall be liable to Bank for any excess costs for such similar systems or services. However, the consultant shall continue the performance of the contract to the extent not terminated.

19.5 BANK may at any time terminate the Contract immediately, if the consultant becomes bankrupt or otherwise insolvent. The event of termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to BANK. Notwithstanding the above, the BANK shall have the right to terminate the contract any time without assigning any reasons.

#### 20. Delays in Consultant's performance in successful implementation of project

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

#### 21. Liquidated Damages

If consultant fails to perform services within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 1% of the total project cost for delay of each week or part thereof maximum up to 10% of contract price. Once the maximum is reached, BANK may consider termination of Contract pursuant to the conditions of contract.

#### 23. Force Majeure

23.1 Any failure or delay by consultant or Bank in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of government authorities or other events beyond the



reasonable control of non-performing Party i.e. a Force Majeure event is not a default or a ground for termination.

23.2 If Force Majeure event arises the Consultant shall promptly notify Bank in writing of such conditions and the cause thereof. Unless otherwise agreed by BANK in writing, the Consultant shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### 24. Governing Law and Disputes

24.1 All disputes or differences whatsoever arising between the parties out of or in connection with the RFP or in discharge of any obligation arising out of the RFP (whether during the progress of work or after completion of such work and whether before or after the termination of the contract, abandonment or breach of the contract), shall be settled amicably. If, however, the parties are not able to solve them amicably, party (BANK or Consultant), give written notice of \_\_\_ days to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to a panel of three arbitrators; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force.

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

24.3 The arbitration proceedings shall be in English. The place of Arbitration shall be Bangalore and Courts at Bangalore shall have exclusive jurisdiction over the matters covered in this RFP. The costs of the Arbitration shall be borne equally by both Parties.

#### 25. Governing language

The contract and all correspondence/ communications and other documents pertaining to the Contract, shall be written in English.

#### 26. Governing Law & Jurisdiction

The contract shall be interpreted in accordance with the laws of India and subject to clause 25, will be subject to the jurisdiction of courts of Bengaluru.

#### 27. Notices

Any notice given by one party to the other pursuant to the contract shall be sent to other party in writing and confirmed in writing to other Party's address. For the purpose of all notices, the following shall be the current address:

Assistant General Manager, Canara Bank, Estate Policy & Control Section, General Administration Wing, Head Office, 3<sup>rd</sup> floor, Dwarakanath Bhavan, 29, K.R Road, Basavanagudi, Bengaluru- 560 004.

The notice shall be effective when delivered or on the notice's effective date whichever is later.

#### 28. Taxes and Duties

Applicable GST will be paid by the Bank. Any other charges should be included in the quote.

#### 29. Consultant's Obligation

29.1 The consultant is obliged to work closely with BANK's staff, act within its own authority and abide by directives issued by BANK from time to time.

29.2 The Consultant is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours on the part of its personnel.

29.3 The Consultant will treat as confidential all data and information about BANK, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of BANK as explained under 'Non-Disclosure Agreement' in Annexure E of this document.

29.4 The consultant alone shall be responsible for all or any of the service conditions of its personnel / employees engaged in connection with consultancy services.

29.5 The personnel / employees of the Consultant shall not be entitled to claim any employment or absorption in the Bank's service.

29.6 No sub-contracting of a part or whole of the project shall be permitted under any circumstances.

#### 30. Services

30.1 All professional services necessary to successfully implement the proposed solution will be part of the RFP.



30.2 The bidder should submit as part of technical Bid an overview of approach of the proposed methodology.

30.3 Consultant should ensure that Consultant's key personnel with relevant skill are always available to the Bank.

30.4 Consultant should ensure the quality of methodologies for delivering the services and its adherence to quality standard.

#### 31. Terms & Conditions

31.1 Language of Bid: All bids and supporting documentation shall be submitted in English.

31.2 Any Bid not containing sufficient information, in view of BANK, to permit a thorough analysis may be rejected.

31.3 The Bank shall have the right to reject the bids not submitted in the prescribed format or incomplete in any manner.

31.4 The Bank is not responsible for non-receipt of bids within the specified date and time due to any reason including postal delays or holidays

31.5 The Bank also reserves the right to alter/ modify any/ some/ all of the requirements, as it may deem necessary, and notify the same to the Consultants before the last date for submission of response under this RFP. The Bidders should be agreeable for the same.

31.6 Bids not conforming to the requirements of the RFP may not be considered by BANK. However, BANK reserves the right, at any time, to waive any of the requirements of the RFP, if in the sole discretion of BANK, the best interest of BANK be served by such waiver.

31.7 Bidders who do not meet the technical criteria stipulated by the Bank will not be considered for further evaluation.

31.8 BANK shall have the right to cancel the RFP process at any time prior to award of contract, without thereby incurring any liabilities to the Bidder(s)/selected bidder. Reasons for cancellation, as determined by BANK in its sole discretion include but are not limited to, the following:

- i. Services Contemplated are no longer required,
- ii. Scope of work were not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments,
- iii. Proposed prices are unacceptable to the Work,
- iv. The Project is not in the best interest of BANK,



v. Any other reason, which is the sole opinion of the Bank a ground for cancellation of the RFP.

31.9 BANK reserves the right to verify the validity of bid information and to reject any bid or the cancel the contract where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of RFP or after award of contract, as the case maybe.

31.10 BANK reserves the right to re-negotiate the prices in the event of changes in the market conditions and/or technology or any other reasons.

31.11 During the term of agreement, bidder will not hire or retain, either as an employee or consultant any employee of Bank. During the contract period, Bank will also not hire or retain, either as an employee or consultant, any employee of the bidder. However, this shall not be the applicable in respect of any regular recruitment process of the Bank as per its recruitment policy.

31.12 All pages of RFP should be stamped and signed by Authorized Signatory of the Bidder.

31.13 Consultant should carry out any change request necessitated by the Bank to the solution.

31.14 Consultant has to take an undertaking from Consultant's employees connected with the contract/RFP/solution to maintain the confidentiality of the Bank's information/documents etc. Bank may seek details/ confirmation on background verification of Consultant's employees worked/working on Bank's project as may have been undertaken / executed by the Consultant. Consultant should be agreeable for any such undertaking/verification.

31.15 The various activities as per the RFP shall be carried out on the respective dates indicated in the 'Bid Details' under clause 1. However, the Bank reserves the sole right to modify / amend / change any such dates and the same will be suitably communicated to the consultants who have been issued this RFP.

31.16 Consultant shall not use any information or material received from the Bank or designed as part of the deliverables for the benefit of consultant or any third party(s).

#### केनरा बैंक Canara Bank 🖗 हा हिंगिलेस्ट Syndicate SUB: SELECTON OF CONSULTANT FOR CENTRALISED STORAGE OF SECURITY DOCUMENTS OF THE BANK

#### Annexure – A:

#### **Bid covering letter**

Bid Covering Letter: To be submitted by the bidder along with Bid documents

То

The Assistant General Manager Canara Bank Estate Policy & Control Section, General Administration Wing, Head Office, 3<sup>rd</sup> floor, Dwarakanath Bhavan, 29, K.R Road, Basavanagudi, Bengaluru- 560 004.

Dear Sir/ Madam,

#### Our Bid for RFP no RFP/CONSULTANT/02/2021 Dt: 16.06.2021

In respect to your RFP mentioned above, we submit our Bid Document herewith. As desired in the RFP, we are submitting our bid in online through e-Procurement portal <u>https://canarabank.abcprocure.com both</u> Technical Bid and Financial Bid. All details with the relevant information/ documents/ acceptance of all terms and conditions are strictly as described in this RFP.

#### 2. We understand that:

- i. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.
- ii. Bank may follow close or open bidding process as per requirement of the Bank.
- iii. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form.
- iv. If our Bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
- v. You may accept or entrust the entire work to one Consultant or divide the work to more than one Consultant without assigning any reason or giving any explanation whatsoever.
- vi. Consultant means the successful bidder who is decided and declared so after examination of financial bids.
- vii. The Bank shall intimate the award of contract to the successful bidder after completion of the financial bid.

3. We confirm that we have the necessary legal, regulatory, statutory and corporate authority / eligibility and competency to participate in this RFP and also to provide the services as per the RFP, if we are selected as per this RFP.

4. We have read, understand and accept the terms and conditions mentioned in the RFP document.

5. We confirm that we have quoted for all the items/services mentioned in bid in our financial bid.

6. We also confirm/clarify that the bid/offer made by us shall remain valid for 180 days from the last date of submission of the bid.

Yours faithfully,

Authorised Signatory:

Name & Company Seal:

### केनरा बैंक Canara Bank 🕢 हात्र Sub: Selecton of consultant for centralised storage of security documents of the bank

#### <u>ANNEXURE B</u>

#### **BIDDER DETAILS**

Details of the Bidder

- 1. Name
- 2. Constitution of the Bidder
- 3. Date of Incorporation and / or commencement of business
- 4. Certificate of incorporation
- 5. Complete postal address / contact details of the bidder.
- 6. PAN & GST registration number:
- 6. Brief description of the Bidder including details of its main line of business
- 7. Bidder's website URL
- 8. Particulars of the Authorized Signatory of the Bidder
  - a. Name
  - b. Designation
  - d. Phone Number (Landline)
  - e. Mobile Number f. Fax Number g. Email Address

Signature and Seal of Company



#### ANNEXURE C

#### TECHNICAL BID – DETAILED BID

Technical approach, methodology and work plan are the key components of the Technical proposal. You are suggested to present your technical proposal in the format as given below:

SI no	Description	Details
1.	Brief profile of your Company/Firm	
2.	Headquarters	
3.	Size of Organization	
4.	Organizational structure	
5.	Measurable results/ success that you have achieved (Please provide verified data)	
6.	List of major clients and length of relationships	
7.	Furnish the details of services provided for a service industry and banking industry/PSU in particular? If yes, please specify separately.	
8.	What is your expertise in using technology in storage of security documents? (Please specify with examples).	
9.	Any other remarks	

SIGNATURES



#### ANNEXURE D

#### FINANCIAL BID

#### Name of the Bidder:

SI. No	ltem	Amount in Rupees.
1.	Consolidated consultancy fees for planning, development and implementation of the project as detailed in the scope of the works of this RFP	
2	Applicable GST%	
3	Total Amount Inclusive GST in Rs.	
Total	Amount In words:	

#### If the quote is given in any other format, it will be liable for rejection. Payment Terms:

S. No.	Stage	Payment %age
	Assessment	20%
П	Development	30%
	Implementation	50%

#### Additional information, if any:

Note:

- i. The total fee shall be quoted only in Indian Rupees. The total cost of providing services mentioned under "Scope of Work" derived from above formats shall be considered for financial evaluation. In case of discrepancy between amount in words and figures, the former will prevail.
- ii. Bank will not pay any amount which is not quoted in above financial bid.

Authorized Signatory Seal of Company

#### केनरा बैंक Canara Bank 🐼

SUB: SELECTON OF CONSULTANT FOR CENTRALISED STORAGE OF SECURITY DOCUMENTS OF THE BANK

**I** 

#### **ANNEXURE E**

#### NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (hereinafter referred to as the "Agreement") is made at Bengaluru between Canara Bank a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings)Act, 1970, having its Head Office, at 112, J C Road, Bangalore-560002 represented by Assistant General Manager, Estate Policy & Control Section, General Administration Wing, its duly constituted attorney (hereinafter referred to as "Bank" which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the ONE PART; And

\_\_\_\_\_\_ (hereinafter referred to as "Consultant" which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

The Bank and the Consultant are herein after individually referred to as "Party" and collectively as 'Parties'.

#### And Whereas

1. Consultant\_\_\_\_\_\_is carrying on the business of providing Storage of Security Documents related consultancy services, has agreed to provide such service as detailed in RFP.

2. For the purpose of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER 1. Confidential Information and Confidential Materials:

1.1 "Confidential Information" means non-public information that Bank designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential or any other information, categorized herein as confidential information. "Confidential Information" includes, without limitation, information relating to installed or purchased Bank material or hardware products, the information relating to general architecture of Bank's network, information relating to nature and content of data stored within network or in any other storage media, Bank's business policies, practices, methodology, policy design delivery, and information received from others that Bank is obligated to treat as confidential. Confidential Information disclosed to Consultant by any Bank Subsidiary and/ or agents is covered by this agreement.



1.2 Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Consultant's breach of any obligation owed to Bank; (ii) becomes known to Consultant prior to Bank's disclosure of such information to Consultant; (iii) became known to Consultant from a source other than Bank other than by the breach of an obligation of confidentiality owed to Bank; or (iv) is independently developed by Consultant. However, these exclusions shall not be applicable in respect to customer details of the Bank.

1.3 "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

#### 2. Restrictions

2.1 Each party shall treat as confidential the Contract and any or all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent. Provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract or information, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Consultant will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement.

2.2 Consultant may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Consultant shall give Bank reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

1) the statutory auditors of the Consultant and

2) regulatory authorities regulating the affairs of the Consultant and inspectors and supervisory bodies thereof

2.3 The foregoing obligations as to confidentiality shall survive any termination of this Agreement

2.4 Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Consultant's business relationship with Bank, and only as otherwise provided hereunder. Consultant agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.



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2.5 Consultant may not reverse, engineer, decompile or disassemble any material disclosed to Consultant.

3. Rights and Remedies

3.1 Consultant shall notify Bank immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Consultant, and will cooperate with Bank in every reasonable way to help Bank regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

3.2 Consultant shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Bank's request, or at Bank's option, certify destruction of the same.

3.3 Consultant acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that Bank shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

- a. Suspension of access privileges
- b. Change of personnel assigned to the job
- c. Financial liability for actual, consequential or incidental damages
- d. Termination of contract

3.4 Bank may visit Consultant's premises, with reasonable prior notice and during normal business hours, to review Consultant's compliance with the term of this Agreement.

#### 4. Miscellaneous

4.1 All Confidential Information and Confidential Materials are and shall remain the property of Bank. By disclosing information to Consultant, Bank does not grant any expressed or implied right to Consultant to disclose information under the Bank patents, copyrights, trademarks, or trade secret information.

4.2 Any material and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

4.3 Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or relating to the consultancy services agreed between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights



pertaining to the Confidential Information.

4.4 The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

4.5 For the purpose of avoiding any ambiguity it is clarified that the services / solution or other deliverables provided or to be provided by the consultants to Bank shall be the property of the Bank and shall not be considered as confidential information to the Bank. However, such service / solutions or other deliverables shall be considered as a confidential information by the consultant and shall not be disclose such details to any third parties without having the express written permission of the Bank.

4.6 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Bank, its agents, or employees, except by an instrument in writing signed by an authorized officer of Bank. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

4.7 In case of any dispute, both the parties agree for neutral third-party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Bengaluru and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.

4.8 Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

4.9 If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

4.10 All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

5. Suggestions and Feedback

5.1 Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the Consultant. However, the Consultant shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021 at \_\_\_\_\_

For and on behalf of \_\_\_\_\_

Name	
Designation	
Place	
Signature	

For and on behalf of \_\_\_\_\_

Name	
Designation	
Place	
Signature	



#### ANNEXURE F COMPLIANCE STATEMENT

DECLARATION Terms & Conditions

We hereby undertake and agree to abide by all the terms and conditions stipulated by the bank in the RFP document.

We certify that the services proposed to be offered by us in response to the bid conform to the technical specifications stipulated in the bid with the following deviations:

1)

2)

••••

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

Authorised Signatory

Seal of Company

#### केनरा बैंक Canara Bank 📣

SUB: SELECTON OF CONSULTANT FOR CENTRALISED STORAGE OF SECURITY DOCUMENTS OF THE BANK

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#### ANNEXURE G

#### FORMAT FOR BANK GUARANTEE

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

To:

The Assistant General Manager Canara Bank, Estate Policy & Control Section, General Administration Wing, Head Office, 3<sup>rd</sup> floor, Dwarakanath Bhavan, 29, K.R Road, Basavanagudi, Bengaluru- 560 004.

In consideration of ...... (hereinafter called "Beneficiary") having agreed to exempt ...... Ltd., having its Registered Office situated at ..... (hereinafter called the "the obligator(s)") from the demand of security deposit of Rs..... (Rupees ..... only) under the terms and conditions of an agreement dated ...... (hereinafter called the "said Agreement") for the due fulfilment by the said obligator of the terms and conditions contained in the said agreement, on production of the Bank Guarantee for Rs..... (Rupees ..... only), at the request of the obligator Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of undertakings) Act, 1970 having its Head Office at \_\_\_\_\_ amongst others a branch at ...... (hereinafter referred to as "the Bank") has agreed to give following guarantee in favour of the beneficiary for an amount not exceeding Rs..... (Rupees ..... only) against any loss or damage caused to or suffered or would be caused to or suffered by reason of any breach by the said Obligator(s) of any of the terms and conditions contained in the said agreement.

1. We, the Bank to hereby undertake to pay the amount payable under this guarantee without any demur merely on a demand from the beneficiary stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by reason or any breach of the terms and conditions contained in the said agreement or by reason of the obligator's failure to perform the said agreement. Any such demand in writing made on the Bank shall be



conclusive as regards the amount due and payable by the Bank under the guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

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

PLACE:

DATE:

SIGNATURE

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#### केनरा बैंक Canara Bank 📣

SUB: SELECTON OF CONSULTANT FOR CENTRALISED STORAGE OF SECURITY DOCUMENTS OF THE BANK

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#### **ANNEXURE H:**

#### **BID SECURING DECLARATION FORM**

To,

The Assistant General Manager Canara Bank, Estate Policy & Control Section, General Administration Wing, Head Office, 3<sup>rd</sup> floor, Dwarakanath Bhavan, 29, K.R Road, Basavanagudi, Bengaluru- 560 004.

## <u>RFP:</u> SELECTION OF CONSULTANT FOR CENTRALISED STORAGE OF SECURITY DOCUMENTS OF THE BANK

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I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with Canara Bank for a period of three year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

A) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

B) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity and

(i) Fails or refuse to execute the contract, if required, or

(ii) Fails or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

The receipt of your notification of the name of the successful Bidder; or

(ii)Thirty days after the expiration of the validity of my/our Bid.

Name of the Company duly signed by Authorized person with Company Seal:

Dated on \_\_\_\_\_ day of \_\_\_\_\_

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#### ANNEXURE I:

#### CHECK LIST OF DOCUMENTS TO BE SUBMITTED AS PART OF RESPONSE

The following documents are to be signed in all pages and scanned documents of the same to be uploaded in the **e-Procurement portal** <u>https://canarabank.abcprocure.com.</u>

(A)Envelope super scribed 'Technical Bid – Eligibility Details'

- a. Forwarding letter Annexure A
- b. Eligibility Criteria point 1
- c. Bidder Information Annexure B
- d. Certificate of Incorporation
- e. Certificate of Business Commencement

f. Copy of Audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years.

g. Letter from clients / copy of engagement letter / contracts.

h. Letter of declaration on blacklisting / barred / disqualification by regulatory / statutory authorities

i. EMD – Bid Self Declaration Form as per Annexure H

- j. Compliance Statement as per Annexure F
- a. Technical Bid as per Annexure C
- b. Bidders Organisation and Experience Details as per Exhibit I
- c. Technical Evaluation Criteria as per Exhibit II and relevant enclosures.
- d. All other details as per RFP to be considered for Technical evaluation



#### Exhibit: I:

#### CONSULTANT'S ORGANIZATION AND EXPERIENCE

#### A - Consultant's Organization

[Provide here a brief two pages description of the background and organization of your firm/entity and each associate for this assignment.]

#### B - Consultant's Experience

[Using the format below, provide information on three assignment successfully completed during last 5 years for which your firm was legally contracted for carrying out consulting services similar to the ones requested under this assignment.]

Assignment name		
Location:		
Name of Client:		
Start date month/year:		
Completion date month/year:		
Narrative description of Project:		
Description of actual services provided by your staff within the assignment:		



#### Exhibit II:

#### **Technical Evaluation Criteria**

SI no	Criteria	Description	Maximum Marks
1.	Approach to Scope of Services	<ul> <li>The Bidders overall methodology to successfully providing the Services will be assessed for its feasibility, responsiveness to the Scope of Services, effectiveness and thoroughness. Bid will be evaluated on, but not limited to:</li> <li>a) Knowledge of industry, regulations, legislative updates and best practices.</li> <li>b) The scope, quality and feasibility of Bidder's work plan including, but not limited to, the techniques, approaches and methods to be used in completing the project.</li> <li>c) Preliminary schedule for completing the work, including a chronological timeline for each task.</li> </ul>	40
2.	Qualifications and Experience	<ul> <li>The capabilities of each Bidder will be assessed on:</li> <li>a) Company/Individual's qualifications and experience in providing the specified services for similar operations and/or entities.</li> <li>b) Availability of designated staff, consultants and other team members assigned to work with the Bank.</li> </ul>	20
3.	Bid Price	This portion of the bid will be evaluated based on reasonableness of the costs. Total cost of services would be deemed as cost and entity quoting the lowest total cost would be awarded full marks and others on pro rata basis.	30
4.	Sample Roadmap and Records Retention Policy & Schedule	This portion of the Bid will be evaluated on the comprehensiveness of a sample roadmap and records retention policy & schedule that was successfully implemented by the assigned consultant as per the scope of services in this RFP.	10
	TOTAL		100