

EXPRESSION OF INTEREST
FOR
EMPANELMENT OF AGENCIES FOR CONDUCTING DUE DILIGENCE OF IT
SERVICE PROVIDERS IN CANARA BANK FOR PERIOD OF THREE (03)
YEARS

Issued by: Canara Bank,
Centralized Procurement & Vendor Management Wing,
1st Floor, Naveen Complex, 14, M G Road,
Bengaluru - 560 001
Email: dittenders@canarabank.com
Phone No: 080-25584181



Bid Details in Brief Description

Sl. No.	Description	Details
1.	EOI No. and Date	EOI 04/2024-25 dated 27/09/2024
2.	Name of the Wing	Centralized Procurement & Vendor Management Wing
3.	Brief Description of the EOI	Expression of Interest for Empanelment of Agencies for Conducting Due Diligence of IT Service Providers in Canara Bank for Period of Three (03) Years.
4.	Bank's Address for Communication and Submission of Tender	Deputy General Manager Canara Bank, Centralized Procurement & Vendor Management Wing, 1st Floor, Naveen Complex, 14, MG Road, Bengaluru -560 001
		Senior Manager, Centralized Procurement & Vendor Management Wing, 1st Floor, Naveen Complex, 14, MG Road, Tel - 080-25584044 Email: dittenders@canarabank.com
5.	Date of Issue of EOI	27/09/2024, Friday
6.	Earnest Money Deposit (Refundable)	Rs.10,000/-
7.	Tender Fee (Non-Refundable)	Rs.5000/- (inclusive of taxes)
8.	Last Date and Time for Submission of Queries for Pre Bid Meeting	05/10/2024, Saturday, 5.00 PM
9.	Date of Pre Bid Meeting	08/10/2024, Tuesday, 3.30 PM
10.	Last Date and Time for Submission of Bids	28/10/2024, Monday, 3.00 PM
11.	Date of Opening of Bid	28/10/2024, Monday, 3.30 PM
12.	Venue for Prebid Meeting and Bid Opening	Pre-bid meeting will be held on 08/10/2024, Tuesday, 3.30 PM Venue: Pre Bid meeting will be held and participants are requested to attend the meeting Online. Those who are interested in participating the pre bid meeting should share the scanned copy of authorization and Valid ID Card of the participant by email to dittenders@canarabank.com . (Physical copy should be submitted at later date) Upon perusal of the same the link / meeting id will be shared to the participant to participate in the meeting.



		Pre-bid Queries should be sent to E-mail dittenders@canarabank.com and must reach us on or before 05/10/2024, Saturday at 5.00 pm. Subject of the email should be given as "Pre Bid Queries for EOI 04/2024-25 dated 27/09/2024". Queries reaching afterwards will not be entertained.
<p>This document can be downloaded from following websites https://canarabank.com/pages/expression-of-interest</p> <p>Any amendments, modifications, Prebid replies and any communication etc., will be uploaded in the Bank's website only (i.e., https://canarabank.com/pages/expression-of-interest)</p> <p>No individual communication will be sent to the bidders.</p>		

The bank reserves the right to withdraw the EOI any time before the execution of the agreement with the successful bidder without incurring any liability towards the successful bidder for the expenses incurred by it in relation to the tender



Disclaimer

The information contained in this Expression of Interest (“EOI”) 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 EOI document and all other terms and conditions subject to which such information is provided. This EOI document is not an agreement and is not an offer or invitation by Canara Bank to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as “Bidder” or “Bidders” respectively). The purpose of this EOI is to provide the Bidders with information to assist the formulation of their proposals. This EOI does not claim to contain all the information each Bidder require. 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 EOI. 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 EOI. The information contained in the EOI document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder require. Canara Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the EOI 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 EOI and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Bank's Website <https://www.canarabank.com/pages/expression-of-interest> and it will become part and parcel of EOI.

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

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.



Abbreviations used in this Document

Sl. No.	Abbreviation	Description
1.	BG	Bank Guarantee
2.	DD	Demand Draft
3.	EMD	Earnest Money Deposit
4.	EOI	Expression Of Interest
5.	GST	Goods and Service Tax
6.	HO	Head Office
7.	IT	Information Technology
8.	KYC	Know Your Customer
9.	LD	Liquidated Damage
10.	LLP	Limited Liability Partnership
11.	MSME	Micro Small & Medium Enterprises
12.	NEFT	National Electronic Funds Transfer
13.	NI Act	Negotiable Instruments Act
14.	OEM	Original Equipment Manufacturer
15.	RFQ	Request for Quotation



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Empanelment of Agencies for conducting Due Diligence of IT Service Providers in Canara Bank for period of three (03) years

Ref: EOI 04/2024-25 dated 27/09/2024

1. About Canara Bank

- 1.1. CANARA BANK is one of the largest public sector banks owned by Government of India. Canara Bank is a body Corporate and a premier Public Sector Bank established in the Year 1906 by Shri. Ammembal Subba Rao Pai and nationalized under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970. Canara Bank, Head office is located at 112, J C Road Bengaluru-560002 and Information Technology wing located at Naveen Complex, No.14, M G Road, Bengaluru-560001.
- 1.2. The Bank is having pan India presence of more than 9636 branches, 26 Circle offices and 177 Regional Offices situated across the States. The Bank also has offices abroad in London, Dubai, and New York.
- 1.3. The Bank is a forerunner in implementation of IT related products, services, and continuously making efforts to provide the state of art technological products to its customers.

2. Definitions:

- 2.1. 'Bank' means, unless excluded by and repugnant to context or the meaning thereof, shall mean 'Canara Bank', described in more detail in Paragraph 1 above and which has invited bids under this Expression of Interest and shall be deemed to include its successors and permitted assigns.
- 2.2. 'EOI' means Expression of Interest for Empanelment of Agencies for conducting Due Diligence of IT Service Providers in Canara Bank for period of three (03) years .
- 2.3. The firms, institutions & companies submitting the proposal in response to this EOI shall hereinafter be referred to as 'Bidder'.
- 2.4. 'Contract' means the agreement signed/ Terms & conditions accepted by empaneled Service Provider and the Bank at the conclusion of bidding process, wherever required.
- 2.5. 'Proposal' means that Technical proposal including any documents submitted by the bidder as per the formats prescribed in the EOI.

3. About EOI

- 3.1. Bank intends to empanel Agencies who can for conduct Due Diligence of IT Service Providers in Canara Bank.
- 3.2. The EOI document is not a recommendation or invitation to enter the contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to compliance to selection process and appropriate documentation being agreed between the bank and selected vendors as identified by the bank after completion of the selection process.



4. Objectives

- 4.1. Canara Bank invites application from reputed Bidders to submit their "Expression of Interest" who fulfills the eligibility criteria as per Annexure-3 for Empanelment of Agencies for Conducting Due Diligence of IT Service Providers in Canara Bank for Period of Three (03) Years.
- 4.2. The bidders satisfying the Eligibility Criteria as per the EOI and having experience conducting Due Diligence may respond.

5. Eligibility Criteria

- 5.1. Interested bidders, who are capable of providing Due Diligence as mentioned in the present EOI document and meet the Eligibility Criteria as per Annexure-3, may respond.
- 5.2. Non-compliance to any of the eligibility criteria would result in outright rejection of the bidder's proposal. The bidder is expected to provide proof for each of the points for eligibility criteria evaluation. The proof provided must be in line with the details mentioned in "Documents to be submitted for Compliance". Any credential detail mentioned in "eligibility Criteria Compliance" not accompanied by relevant proof documents will not be considered for evaluation.
- 5.3. Canara Bank, reserves the right to verify/evaluate the claims made by the bidder independently. Any deliberate misrepresentation will entail rejection of the offer.

6. Scope of Empanelment:

- 6.1. Bidder who is interested in participating in this EOI must fulfil the eligibility criteria mentioned in the document and also be in a position to comply with the Bank's requirements.
- 6.2. The bidder must also agree to all our terms & conditions mentioned under this EOI.
- 6.3. Bank will not accept any deviations from the terms and conditions specified in the tender. Deviations may result in disqualification of the offer made by the vendor.
- 6.4. Performance of the agency:
 - 6.4.1. The empaneled agency shall deliver and perform services in accordance with the time schedule specified by the Bank in its work order or request for requirement.
 - 6.4.2. It will be the utmost responsibility of the empaneled agency to present Canara Bank with a professional, sophisticated and recognizable brand identity.
- 6.5. Along with the above please refer Annexure-12 for detailed scope of work.



- 6.6. Empanelment would be for three (3) years and is subjected to annual review. However, the Bank reserves the right to cancel or extend the validity period of empanelment. Bank's decision will be final in this regard.
- 6.7. Bank will float limited tenders amongst the qualified empaneled vendors and seek responses for various requirements. Individual tender/s will contain detailed terms and conditions, instructions, location details and detailed scope of work. Such limited tenders shall be floated by Bank.
- 6.8. Bank at its own discretion may not call a vendor for a particular Due Diligence in case if the same Due Diligence is previously carried out by the same vendor.

7. Empanelment Procedure

The Vendor for providing Due Diligence Service will be empaneled as per the following process:

- 7.1. Vendor/s satisfying the eligibility criteria will be short listed after due scrutiny of documents submitted by the bidder.
- 7.2. Empanelment would be for three (3) years and is subject to annual review. However, the Bank reserves the right to cancel or extend the validity period of empanelment. Bank's decision will be final in this regard.
- 7.3. Bank reserves the right to modify the scope due to change in regulatory instructions, market scenario and internal requirement within the overall objective of the EOI.
- 7.4. The empaneled agencies should comply with guidelines issued by RBI and other Regulatory bodies related to Policy of the Bank, Brand Manual of the Bank.
- 7.5. Bank reserves the right to accept / reject any or all Expression of Interest (EOI) received in response to this Due Diligence without assigning any reasons, whatsoever.

8. Duration of Empanelment

Post the evaluation process, the shortlisted bidders will be empaneled for a period of three (03) years.

9. De-empanelment of bidders

- 9.1. During empanelment period, the Bank reserves the right to de-empanel any bidder. The Bank's decision will be final in this regard.
- 9.2. Bank retains with themselves the authority to blacklist or bar a bidder for a specified period of the time from participating in its tendering process where the Bank has authentic information that the bidder has been debarred/black listed from participating in the tendering process by an international organization or by a local organization on grounds of fraud or corruption or for some other reason, which in the opinion of the Bank is not compatible with its procurement policy and ethical standard.
- 9.3. If the service provided by the bidder is found to be unsatisfactory or if at any time it is found that the information provided for empanelment or for any tender is false or if irregularities shown by the bidder when applying for the tenders, the Bank reserves the right to remove such Bidders from the empaneled list without giving any notice to the bidder in advance.



9.4. Delay by the Agency in the performance of its delivery obligations, shall render the agency liable to imposition of liquidated damages, and/or termination of the contract for default and/or any other action viz. black listing/ circulation in industry etc. as it may deem fit.

10. Clarification to the EOI and Pre-Bid Queries

10.1. The bidder should carefully examine and understand the scope, terms and conditions of EOI and may seek clarifications, if required. The bidders in all such cases seek clarification in writing in the same serial order of that of the EOI by mentioning the relevant page number and clause number of the EOI as per the format mentioned below:

Sl. No.	Bidder's Name	Page No.	Section	EOI Clause	Clause/Technical Specification	Bidder's Query
1						
2						
3						
4						
5						
...						

10.2. All communications regarding points requiring clarifications and any doubts shall be given in writing to The Deputy General Manager, Canara Bank, Centralized Procurement and Vendor Management Wing, HO(Annex), #14, Naveen Complex, MG Road, Bengaluru-560001 in email to dittenders@canarabank.com by the intending bidders as per the bid schedule.

10.3. No queries will be entertained from the bidders after the above date and time mentioned in the bid schedule.

10.4. No oral or individual consultation shall be entertained.

11. Pre-Bid meeting

11.1. A pre-bid meeting of the intending bidders will be held online as scheduled in Bid schedule to clarify any point/doubt raised by them in respect of this EOI. No separate communication will be sent for this meeting.

11.2. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of EOI, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested bidders shall be present during the scheduled time. In this connection, Bank will allow a maximum of Two (2) representatives from each Bidder to participate in the pre-bid meeting.

11.3. Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.



- 11.4. Bank will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the bidders in the meeting.
- 11.5. The Bank will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's website and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the EOI and it will be binding on the bidders.
- 11.6. Non receipt of reply to the queries raised by any of the Bidders shall not be accepted as a valid reason for non-submission of Bid. In addition, non-reply to any query may not be deemed the version of the Bidder as reflected in the query has been accepted by the Bank.

12. Amendment to EOI

- 12.1. 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 way of an amendment.
- 12.2. Notification of amendments will be put up on the Bank's website (www.canarabank.com) and will be binding on all bidders and no separate communication will be issued in this regard.
- 12.3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids.

13. Preparation of Bids

- 13.1. Before submitting the bid, the bidders should ensure that they conform to the Eligibility Criteria Declaration as stated in Annexure-3 of this EOI document. Only after satisfying themselves of the Eligibility Criteria, the Offer should be submitted.
- 13.2. All bids and supporting documents shall be submitted in English and on A4 size paper, spirally bound securely and in serial order. The response should be submitted in a structured format as per the checklist appended.
- 13.3. All pages of EOI should be stamped and signed by Authorized Signatory of the Bidder. 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 along with KYC document showing that the signatory has been duly authorized to sign the bid document.
- 13.4. It is mandatory to provide the compliance to Scope of Work in the exact format of Annexure-12 of this EOI document.



Senior Manager Canara Bank CP & VM Wing, First Floor, Naveen Complex, 14 M G Road, Bengaluru - 560 001. Tel - 080 25584181	Divisional Manager Canara Bank CP & VM Wing, First Floor, Naveen Complex, 14 M G Road, Bengaluru - 560 001.
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- 15.6. In case bid documents are too bulky to be placed inside the tender box, arrangements will be made by the above-mentioned officials to receive the tender. However, bidder should reach the venue before the date and time stipulated in the Bid details in Bid schedule.
- 15.7. The bidder should make all the necessary arrangements to ensure that the sealed and marked tender documents are dropped in the Tender Box only at the Place, Venue, Date and Time mentioned in Bid schedule.
- 15.8. The bidder shall bear all costs associated with the preparation of and submission of the bid including cost of preparation/presentation etc. The Bank will not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

16. Bid System Offer

This EOI has following two parts:

16.1. Technical cum Eligibility Proposal:

- 16.1.1. Indicating the response to the Eligibility Criteria Declaration, Scope of Work, Technical Evaluation Criteria and other terms & conditions. The format for submission is as per Annexure-1.

16.2. Technical Evaluation of Bidders:

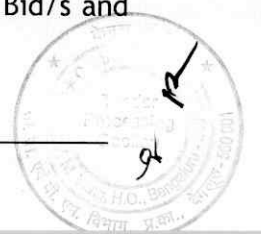
- 16.2.1. Bidders will be evaluated technically on the basis of marks obtained in Technical evaluation criteria as mentioned in Annexure-13.
- 16.2.2. Bidder should secure minimum 60% marks under Technical cum Eligibility evaluation to become qualified for empanelment.

17. Bid Opening

- 17.1. EOI will be opened in the presence of the Bidder's representative/s who may choose to attend the bid opening as per Bid Schedule in the Bid details in brief description.
- 17.2. Bidder's representative may be present in the place and venue well in time along with an authorization letter in hand for each bid opening under this EOI, as per the format (Annexure-5) enclosed and sign in Register of Attendance during opening of EOI.

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

- 17.3. If any of the bidders or all bidders who submitted the tender are not present during the specified date, time and venue of opening, it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and



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

21. Modification/Cancellation of EOI

- 21.1. The EOI is not an offer by Canara Bank but an invitation to get the response from the interested bidders for short listing the bidders for Bank's requirements. No contractual obligations whatsoever shall arise from the Expression of Interest process.
- 21.2. The Bank reserves the right to cancel EOI process at any time, without thereby incurring any liabilities to the affected bidder[s]. Reasons for cancellation, as determined by the Bank in sole discretion include but are not limited to, the following:
- Services contemplated are no longer required.
 - Change in the scope of work or due to unforeseen circumstances and/or factors and/or new developments.
 - The project is not in the best interest of the Bank.
 - Any other reason.
- 21.3. The Bank also 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.

22. Conflict of Interest

- 22.1. VENDOR/ SERVICE PROVIDER represents and warrants that it has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
- 22.2. VENDOR/ SERVICE PROVIDER represents and warrants that if any such actual or potential conflict of interest arises under this Agreement, Vendor/Service Provider shall immediately inform the Bank in writing of such conflict.
- 22.3. VENDOR/ SERVICE PROVIDER acknowledges that if, in the reasonable judgment of the Bank, such conflict poses a material conflict to and with the performance of VENDOR/ SERVICE PROVIDER's obligations under this Agreement, then the Bank may terminate the Agreement immediately upon Written notice to VENDOR/ SERVICE PROVIDER; such termination of the Agreement shall be effective upon the receipt of such notice by VENDOR/ SERVICE PROVIDER.

23. Responsibility for completeness

- 23.1. The Bidder shall be responsible for any discrepancies, errors and omissions in the bid, or other information submitted by him irrespective of whether these



have been approved, reviewed or otherwise accepted by the Bank or not. The Bidder shall take all corrective measures arising out of discrepancies, error and omissions in the bid and other information as mention above within the time schedule.

- 23.2. Willful misrepresentation of any fact within the Bid will lead to the disqualification of the Bidder without prejudice to other actions that Bank may take. All the submission, including any accompanying documents, will become property of Canara Bank.
- 23.3. The Bank reserves the right to verify the validity of bid information and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of EOI or even after the award of contract.

24. Intimation to the successful Bidders

The Bank will prepare the list of Bidders on the basis of evaluation. The short listed applicants (empaneled bidders/vendors) will be notified on the Bank's website (www.canarabank.com)/Notice Board. No separate intimation will be sent to individual Bidders.

25. Issuance of limited RFQ

- 25.1. Only shortlisted applicants will be invited to participate in the limited RFP/RFQ Process.
- 25.2. No interim enquiries will be entertained. The decision taken by the Bank shall be final and no representation or correspondence shall be entertained.
- 25.3. Canara Bank reserves the right to accept / reject any or all expression of interest received in response to this advertisement without assigning any reasons, whatsoever.
- 25.4. The Bank may issue limited RFQ to the shortlisted bidders as part of EOI. The Bank reserves the right to issue limited RFQ based on the responses and the requirement of the Bank.
- 25.5. The Bank reserves the right to avail services independently on its own without reference to shortlisted bidders of EOI.

26. Subcontracting

- 26.1. Principal bidder only can participate and bidder should not sub-contract to any other company/firm/trust. After Selection process of the bidder and order placement, resources deployed should be employed with the selected bidder and they should be on the payroll of the selected bidder.
- 26.2. VENDOR/ SERVICE PROVIDER shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the VENDOR/ SERVICE PROVIDER under the contract without the prior written consent of the BANK.
- 26.3. Notwithstanding the above or any written consent granted by the Bank for subcontracting the services, the Vendor/Service Provider alone shall be responsible for performance of the services under the contract.



- 26.4. The selected bidder should not sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (refer: No.F.7/10/2021-PPD (1) dated 23/02/2023 of Public Procurement Division, Department of Expenditure, Ministry of Finance). Any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

27. Intellectual Property Rights:

- 27.1. VENDOR/ SERVICE PROVIDER warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER shall ensure that the Solution supplied to the BANK shall not infringe the third party intellectual property rights, if any. VENDOR/ SERVICE PROVIDER shall ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as VENDOR/ SERVICE PROVIDER.
- 27.2. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, VENDOR/ SERVICE PROVIDER shall at its choice and expense:
- 13.2.1. Procure for BANK the right to continue to use such deliverables.
- 13.2.2. Replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables or
- 13.2.3. If the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse BANK for any amounts paid to VENDOR/ SERVICE PROVIDER for such deliverables, along with the replacement costs incurred by BANK for procuring equivalent equipment in addition to the penalties levied by BANK. However, BANK shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, VENDOR/ SERVICE PROVIDER shall be responsible for payment of penalties in case service levels are not met because of inability of the BANK to use the proposed solution.
- 27.3. The indemnification obligation stated in this clause shall apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party to make any payment or bear any other



substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.

- 27.4. VENDOR/ SERVICE PROVIDER acknowledges that business logics, work flows, delegation and decision making processes of BANK are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Software/Service.

28. Social Media Policy

- 28.1. No person of the Bank or the Vendor/Service Provider and third parties shall violate the Social Media Policy of the Bank.
- 28.2. The following acts on the part of personnel of the Bank or Vendor/Service Provider and third parties shall be construed as violation of Social Media Policy:
- 28.2.1. Non-adherence to the standards/guidelines in relation to Social Media Policy issued by the Bank from time to time.
- 28.2.2. Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of Social Media related systems and procedures.
- 28.2.3. Any unauthorized use or disclosure of Bank's confidential information or data.
- 28.2.4. Any usage of information or data for purposes other than for Bank's normal business purposes and / or for any other illegal activities which may amount to violation of any law, regulation or reporting requirements of any law enforcement agency or government body.

29. Right to Audit

- 29.1. The VENDOR has to get itself annually audited by internal/ external empanelled Auditors appointed by the PURCHASER/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the PURCHASER/such auditors in the areas of products (IT hardware/software) and services etc., provided to the PURCHASER and the VENDOR is required to submit such certification by such Auditors to the PURCHASER. The VENDOR and or his/their outsourced agents/subcontractors (if allowed by the PURCHASER) shall facilitate the same. The PURCHASER can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the VENDOR. The VENDOR shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the PURCHASER.
- 29.2. Where any deficiency has been observed during audit of the VENDOR on the risk parameters finalized by the PURCHASER or in the certification submitted by the Auditors, the VENDOR shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the VENDOR shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.



- 29.3. The VENDOR shall, whenever required by the PURCHASER, furnish all relevant information, records/data to such auditors and/or inspecting officials of the PURCHASER/Reserve Bank of India and or any regulatory authority. The PURCHASER reserves the right to call and/or retain for any relevant material information/reports including auditor review reports undertaken by the VENDOR (e.g., financial, internal control and security reviews) and findings made on VENDOR in conjunction with the services provided to the PURCHASER.

30. General Terms & conditions

- 30.1. The Empaneled Agency(s) is/are expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to Bank's Interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication. Bank reserve the right to impose penalty in case of any violation of the above.
- 30.2. The agency should be able to execute order at short notices and even on holidays at any place as per our Bank's requirement.
- 30.3. Bank reserves the right to make necessary modification to the selected artwork, concept, film etc.
- 30.4. Applications received after due date & time or without prescribed documents will be rejected.
- 30.5. No binding Legal Relationship will exist between any of the Agencies which has submitted application in pursuant to this document and the Bank until execution of a contractual agreement to full satisfaction of the Bank.
- 30.6. The performance of the services from empaneled agency shall abide by all relevant rules and regulations of the Government as issued from time to time and also to obtain all licenses, consents and permits, as may be required for the delivery / time to time.

31. Corrupt and Fraudulent Practices

- 31.1. 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:
- 31.2. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- 31.3. The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 31.4. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it





determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

- 31.5. The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.
- 31.6. Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.
- 31.7. The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for service by the Bank.

32. Indemnity

- 32.1. VENDOR/ SERVICE PROVIDER 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:
- 32.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by VENDOR/ SERVICE PROVIDER;
- 32.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by VENDOR/ SERVICE PROVIDER;
- 32.1.3. Fines, penalties, or punitive damages levied on Bank resulting from supervisory actions due to breach, default or non-performance of undertakings, warranties, covenants, or obligations by the Vendor/Service Provider
- 32.2. VENDOR/ SERVICE PROVIDER 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 Solution supplied by them.
- 32.2.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
- 32.2.2. The limits specified in below 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.



32.2.3. All Employees engaged by VENDOR/ SERVICE PROVIDER shall be in sole employment of VENDOR/ SERVICE PROVIDER and the VENDOR/ SERVICE PROVIDER shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.

32.3. VENDOR/ SERVICE PROVIDER's aggregate liability shall be subject to an overall limit of the total Cost of the project.

33. Order Cancellation/Termination of Contract

33.1. The Bank reserves its right to terminate this contract at any time without assigning any reasons, by giving a 30 days' notice.

33.2. The Bank reserves its right to cancel the entire / unexecuted part of contract at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:

33.2.1. Delay in delivery beyond the specified period for delivery.

33.2.2. Serious discrepancies noted in the items delivered.

33.2.3. Breaches in the terms and conditions of the Order.

33.2.4. Non submission of acceptance of order within 7 days of order.

33.2.5. Excessive delay in execution of order placed by the Bank.

33.2.6. The Vendor/Service Provider commits a breach of any of the terms and conditions of the bid.

33.2.7. The Vendor/Service Provider goes in to liquidation voluntarily or otherwise.

33.2.8. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.

33.2.9. The progress made by the Vendor/Service Provider is found to be unsatisfactory.

33.2.10. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

33.3. Bank shall serve the notice of termination to the Vendor/Service Provider at least 30 days prior, of its intention to terminate services.

33.4. In case the Vendor/Service Provider fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor/Service Provider by giving 7 days' prior notice to the Vendor/Service Provider.



- 33.5. After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the Vendor/Service Provider is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- 33.6. The Bank reserves the right to recover any dues payable by the Vendor/Service Provider from any amount outstanding to the credit of the Vendor/Service Provider, including the pending bills and security deposit, if any, under this contract.
- 33.7. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Vendor/Service Provider towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.
- 33.8. Notwithstanding the existence of a dispute, and/ or the commencement of arbitration proceedings, Vendor/Service Provider should continue the services. Vendor/Service Provider is solely responsible to prepare a detailed Reverse Transition plan.
- 33.9. The Bank shall have the sole decision to determine whether such plan has been complied with or not. Reverse Transition mechanism would include services and tasks that are required to be performed/ rendered by the Vendor/Service Provider to the Bank or its designee to ensure smooth handover and transitioning of the Bank's deliverables.

34. Independent External Monitors:

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

Smt. Dolly Chakrabarty Email : dollychakrabarty@gmail.com	Sri. Hem Kumar Pande Email : hempande@hotmail.com
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35. Purchase Preference:

Purchase Preference to Micro and Small Enterprises (MSEs), Start-ups, Women, SC/ST and Purchase Preference linked with Local Content (PP-LC) shall be applicable subject to full compliance of other terms and conditions of the RFP and Contract. The terms and conditions applicable as per the Government of India Guidelines on Purchase Preference.

35.1. Micro & Small Enterprises [MSEs]:

- 35.1.1. From time to time, the Government of India (Procuring Entity) lays down procurement policies to help inclusive national economic growth by providing long-term support to micro, small and medium enterprises and disadvantaged sections of society . The Procurement Policy for Micro and Small Enterprises, 2012 [amended 2018 and 2021] has been notified by the Government in exercise of the powers conferred in Section 11 of the Micro, Small



and Medium Enterprises Development (MSMED) Act, 2006. Details of the policy along with the amendments issued in 2018 and 2021 are available on the MSME website.

- 35.1.2. Under the amended Public Procurement Policy for MSEs, Order 2012, the Central Government Ministries/ Departments/ Public Sector Undertakings shall procure a minimum of 25 per cent of their annual value of goods or services from MSEs. (In accordance with General Financial Rules, 2017, Rule 153-(ii)).
- 35.1.3. Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy. MSEs would be treated as owned by SC/ ST or Women entrepreneurs:
- In the case of proprietary MSE, proprietor(s) are SC /ST or Woman;
 - In the case of partnership MSE, the SC/ ST or Women partners hold at least 51% (fifty-one per cent) shares in the unit;
 - In the case of Private Limited Companies, SC/ ST or Women promoters hold at least 51% (fifty-one per cent) share.
- 35.1.4. It is mandatory to disclose the status as SC/ST/Women for in Udyam Registration.
- 35.1.5. The Policy is applicable to all the Central Government Ministries/ Departments/ CPSUs. However, the policy is not applicable to State Government Ministries/ Departments/ PSUs.
- 35.1.6. MSEs should provide proof of their being registered as MSE for the item under RFP along with their offer, with any agency mentioned in the Notification, including:
- District Industries Centres or
 - Khadi Village Industries Commission or
 - Khadi & Village Industries Board or
 - Coir Board or National Small Industries Corporation or
 - Directorate of Handicrafts & Handloom or
 - Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
 - Udyam Registration Certificate
- 35.1.7. MSEs are exempted from paying EMD, subject to furnishing of Valid certificate for claiming Exemption.
- 35.1.8. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of two years from being eligible to submit Bids for contracts with Canara Bank as per Annexure-4.



- 35.1.9. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.
- 35.1.10. The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.
- 35.1.11. Additionally, the terms and conditions of the GTC (GeM terms & conditions) with regard to the MSEs exemption enshrined in the GeM portal (gem.gov.in) shall be applicable.

35.2. Start-up:

- 35.2.1. Applicable for Indian Bidders only as defined in gazette notification no. D.L-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.
- 35.2.2. As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Start-ups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in RFP document.
- 35.2.3. Relaxation to Startups: As per manual of procurement, the Procuring Entity reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises recognized by Department for Industry & Internal Trade (DPIIT), subject to meeting of quality & technical specifications. Startups may be MSMEs or otherwise. The decision of the Procuring Entity in this regard shall be final
- 35.2.4. Startups are exempted from submission of EMDs.
- 35.2.5. For availing the relaxations, Bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the Bidder's company/firm) and notary public with legible stamp.
- 35.2.6. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of two years from being eligible to submit Bids for contracts with Canara Bank as per Annexure-4.

35.3. Procurement through Local Suppliers (Make in India):

Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 has notified



revised guidelines to be followed to promote manufacturing and production of goods and services in India under “Make in India” initiative.

- 35.3.1. “Local content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- 35.3.2. “Class-I local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, meet the minimum local content as prescribed for ‘Class-I local supplier’ under the Public Procurement (Preference to Make in India), Order 2017.
- 35.3.3. “Class-II local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for ‘Class-II local supplier’ but less than that prescribed for ‘Class-I local supplier’ under the Public Procurement (Preference to Make in India), Order 2017.
- 35.3.4. “Non-Local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for ‘Class-II local supplier’ under the Public Procurement (Preference to Make in India), Order 2017.
- 35.3.5. The ‘local content’ requirement to categorize a supplier as ‘Class I Local Supplier’ is minimum 50%. For ‘Class-II Local supplier’ the ‘local content’ requirement is minimum 20%.
- 35.3.6. The margin of Purchase preference shall be 20%.
- 35.3.7. Purchase preference for local supplier, self-certification, compliance, monitoring and other terms & conditions shall be as per the aforesaid Guidelines/Notifications. The Guidelines may be treated as an integral part of the RFP documents.
- 35.3.8. The ‘Class -I Local supplier’/‘Class -II Local supplier’ at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for ‘Class -I Local supplier’/‘Class-II Local supplier’ as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- 35.3.9. In cases of procurement for a value in excess of Rs.10 Crores, the ‘Class-I Local supplier’/‘Class -II local supplier’ shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost account or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- 35.3.10. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules issued by the



Ministry of Finance for which a Bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

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

35.3.12. The Bidders complying with all the guidelines in this regard and providing supporting documents along with the bid can only participate in this bid.

Canara Bank has the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain complete back up calculation.


DEPUTY GENERAL MANAGER





Annexure- 1
Checklist

The bidder shall confirm whether following are submitted in their EOI/ bid. The bidder shall indicate the page no. where the details are furnished; otherwise, bid is liable for rejection.

Sl. No	Details	Reference/ Clause Nos	Complied & Submitted (Yes/No)	Page No. at which details are enclosed
1.	Covering Letter	Annexure- 2		
2.	The documents in support of Eligibility criteria declaration, wherever required as mentioned in this EOI.	Annexure- 3		
3.	Applicant's Profile.	Annexure- 4		
4.	Authorization letter format for Bid Opening (to be carried by the person who is authorized to attend the Bid opening).	Annexure- 5		
5.	List of Major Customers of the Bidder in Last 3 Years and References	Annexure- 6		
6.	Compliance Statement	Annexure- 7		
7.	Non-Disclosure Agreement	Annexure- 8		
8.	Escalation Matrix	Annexure- 9		
9.	Office Details	Annexure- 10		
10.	Tender fee and bid security declaration	Annexure- 11		
11.	Scope of Work	Annexure- 12		
12.	Technical Evaluation Criteria	Annexure- 13		
13.	Make in India Certificate	Annexure- 14		
14.	Non-Disclosure Agreement	Annexure-15		
15.	Letter to Return EMD	Annexure- 16		
16.	Copy of Power of Attorney or Authorization letter from the Company designating the authorized representative of the company for signing the bid document should be furnished along with the bid document.	Clause No. 13.3		

Note: Failure to produce the necessary proof may render the applicant in-eligible for empanelment.



Sl. No.	Annexure-1: Other Clauses	Vendor Response [Yes/No]
1	Whether Bidder has to submit Declaration as per Annexure-11 in lieu of waiver of Tender fee & EMD?	
2	Whether the Bid is authenticated by authorized person? Copy of Power of Attorney or Authorization letter from the company authorizing the person to sign the bid document to be submitted in Conformity to Eligibility Criteria?	
3	Whether all pages are authenticated with signature and seal (Full signature to be affixed and not initials). Erasures/ Overwriting/ Cutting/ Corrections authenticated Certification/ Undertaking is authenticated?	
4	Whether address of Office on which communication/ order has to be placed is indicated in Annexure-4.	
5	Whether ensured that the offer is in sealed envelope and super scribed as Expression of Interest for Empanelment of Agencies for conducting Due Diligence of IT Service Providers in Canara Bank for period of three (03) years . The EOI No., Name of the Bidder and Due date of the EOI is specified on the top of the envelope.	
6	Whether ensured Indexing of all Documents submitted with page numbers?	

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

Date:

Signature with seal:

Place :

Name:

Designation :

The Authorization letter as per format Annexure-5 is to be carried in person and shall not be placed inside any of the bid covers.	Ensure
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Annexure-2

Covering Letter Format

(Covering Letter has to be submitted in company's letter head)

To

The Deputy General Manager,
Canara Bank,
Centralized Procurement and Vendor Management Wing,
Naveen Complex, 14 M G Road,
Bengaluru - 560 001, Karnataka

Dear Sir,

Sub: Empanelment of Agencies for conducting Due Diligence of IT Service Providers in
Canara Bank for period of three (03) years

Ref: EOI 04/2024-25 dated 27/09/2024

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We have examined the above-mentioned tender document including all annexures, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/modifications /amendments, if any, furnished by the Bank and we, the undersigned, offer to get short-listed as **Creative and Advertising Agencies**. The undersigned is authorized to sign on behalf of the Bidder Company and the necessary supporting documents delegating this authority is enclosed to this letter.

If our offer is accepted, we undertake to participate in the EOI process to provide the selected services for which requirement arises in the Bank.

We agree to abide by and fulfill all the terms and conditions and scope of work as defined in EOI and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in EOI.

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

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

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

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



We hereby declare that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our Bid is liable to be rejected.

Date:

Signature with seal

Name:

Designation:



Annexure-3
Eligibility Criteria

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

Sub: Empanelment of Agencies for conducting Due Diligence of IT Service Providers in Canara Bank for period of three (03) years

Ref: EOI 04/2024-25 dated 27/09/2024

We have carefully gone through the contents of the above referred EOI along with replies to pre-bid queries & amendment, if any and furnish the following information relating to Eligibility Criteria.

Sl. No.	Eligibility Criteria	Documents to be submitted In compliance with Eligibility Criteria	Bidders Response
1.	The bidder (including OEM and OSD/OSO, if any) should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 16/09/2020.	Certificate of local content to be submitted as per Annexure-14 as applicable.	
2.	The Company operating should be legally compliant company and can be: a. A partnership firm or a Limited Liability Partnership duly registered under the Limited Liability Partnership Act, 2008. (OR) b. Company duly registered in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013. (OR) c. Proprietorship firm duly registered under the applicable shops and commercial Establishments Act and should be compliant to all the applicable laws.	Copy of Certificate of FIRM/LLP registration. (OR) Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company or Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies. (OR) Copy of Certificate of registration under and Certificate of Commencement of business in case of Public Limited Company or Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies. For (c) Documentary proof for confirming registration of Proprietorship firm (e.g. Copy of Certificate of registration under shops and commercial Establishments Act., GST etc.)	
3.	The Bidder should have average turnover of Rs.25 Cr (Rupees Twenty Five Crore) & above in the last 3	Bidder has to submit audited Balance Sheet copies for last 3 Years i.e. 2020-21, 2021-22	





	(three) financial years (i.e., 2020-21, 2021-22 and 2022-23). This must be the individual company turnover and not of any group of companies.	and 2022-23 along with certificate from the Company's Chartered Accountant to this effect with Unique Document Identification Number.	
4.	The Net Worth of bidder should not be negative as on 31/03/2023 and also should have not been eroded more than 30% in the last three financial years ending on 31/03/2023.	The Bidder should submit certificate from the Company's Chartered Accountant with UDIN to this effect.	
5.	The bidder should have successfully carried out minimum 10 number of Due Diligence services of service providers in at least two scheduled commercial banks (SCBs) during last 3 years as on the date of EOI.	The bidders has to provide relevant purchase order/work order / engagement letter along with satisfactory completion certificate/ Reference letter from the client to this effect.	
6.	The bidder should not be owned by or controlled by any director/employee/ex-employee of the Bank or by any of their relatives.	Bidder has to submit an undertaking to this effect.	
7.	Bank shall not entertain Expression of Interest/ Proposals from Organizations or their subsidiaries who have supplied systems, system development, and maintenance and/ or integration related to IT or networking services or have rendered such services during the preceding 36 months to the Bank.	The Bidder should submit self-declaration on the Company's letter head to this effect.	
8.	Bidders should not be under debarment/blacklist period for breach of contract/ fraud/ corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/ departments on the date of submission of this EOI.	The Bidder should submit self-declaration on the Company's letter head to this effect.	
9.	The bidder should provide confirmation that any person/ Partnership/ LLP/ Company including any subsidiary or holding company/ proprietorship connected to bidder directly or indirectly has not participated in the EOI process.	The bidder should submit letter of confirmation on the Company's letter head to this effect.	
10.	Any Bidder (including OEM and OSD/OSO, if any) from a country which shares a land border with India will be eligible to bid, only if the Bidder (including OEM and OSD/OSO) are registered with the Competent	A declaration stating "We have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India. We further certify	



	<p>Authority. Bidder (entity) from a country which shares a land border with India means:</p> <p>a. An entity incorporated, established or registered in such a country; or</p> <p>b. A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d. An entity whose beneficial owner is situated in such a country; or</p> <p>e. An Indian (or other) agent of such an entity; or</p> <p>f. A natural person who is a citizen of such a country; or</p> <p>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p>	<p>that we and our OEM are not from such a country or if from such a country, has been registered with Competent Authority. We hereby certify that we and our OEM fulfills all requirements in this regard and are eligible to be considered" to be submitted in Company's letter head. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]</p>	
11.	<p>Authorization Certificate - Whether the Bid is authenticated by authorized person.</p>	<p>Bidder to submit a copy of the Power of Attorney or the Board Resolution and KYC documents evidencing the authority delegated to the authorized signatory.</p>	

We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection. All documentary evidence / certificates confirming compliance to Eligibility Criteria should be part of Technical cum Eligibility.

Date:

Signature with seal

Place:

Name:





Annexure-4
Applicant's Profile

(Bidder's Profile has to be submitted in company's letter head)

Sub: Empanelment of Agencies for conducting Due Diligence of IT Service Providers in Canara Bank for period of three (03) years

Ref: EOI 04/2024-25 dated 27/09/2024

Sl. No.	Particulars	Details
1)	Name of the Bidder	
2)	Constitution	
3)	Date of Establishment/ Incorporation	
4)	Whether in technical collaboration with Foreign Company? If so, give details	
5)	Number of Years in the Business	
6)	Number of years of experience in Due Diligence Services.	
7)	Address for Correspondence: Registered Office: Corporate Office:	
8)	Single Point of contact for this EOI and upcoming RFP/RFQ Name: Designation: Mobile No.: Landline No.: Fax: Email-ID (Any changes in the above should be informed in advance to Bank)	
9)	Domestic Customer Base (Number of Clients for Where Services have been provided in India)	
10)	<u>Details of Service Net Work</u> Bengaluru: Others:	
11)	PAN number GSTIN <u>Beneficiary Bank Details</u>	



Beneficiary Name Beneficiary Account Number Type of Account (OD/OCC etc.) IFSC Name of the Bank and Branch address	
--	--

Wherever applicable submit documentary evidence to facilitate verification.

We hereby declare that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us our Bid is liable to be rejected.

Date:
Place :

Signature with seal:
Name:
Designation :



Annexure-6

List of Major Customers of the Bidder in Last 3 Years and References

Sub: Empanelment of Agencies for conducting Due Diligence of IT Service Providers in Canara Bank for period of three (03) years

Ref: EOI 04/2024-25 dated 27/09/2024

Sl. No.	Name and complete Postal Address of the Customer	Name, Designation, Telephone, Fax, Telex Nos., e-mail address of the contact person (customer)	Nature and Description of the business during last 3 years/orders Order No. & date value etc.	Documentary Proof like Satisfactory Letter from organization to be Enclosed or Purchase Order copies along with work completion certificate to be enclosed
1	2	3	4	5

(Enclose necessary documentary proof)

Date:
Place :

Signature with seal:
Name:
Designation :



Annexure-7
Compliance Statement

(Compliance Statement has to submitted in Company's Letter Head)

The Deputy General Manager
Canara Bank,
Centralized procurement and vendor Management Wing
Naveen complex, 14 MG Road
Bangalore - 560 001

Date: _____

Dear Sir,

Sub: Empanelment of Agencies for conducting Due Diligence of IT Service Providers in Canara Bank for period of three (03) years

Ref: EOI 04/2024-25 dated 27/09/2024

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

Sl. No.	Description	Complied Yes/No
1	Scope of Empanelment	
2	Empanelment Procedure	
3	EOI document	

We also undertake that we are complying with the prevailing guidelines issued by various regulatory authorities on Minimum Wages Act, applicable labor laws, from time to time for the resources deployed for Empanelment of Agencies for conducting Due Diligence of IT Service Providers in Canara Bank for period of three (03) years

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

Date:
Place :

Signature with seal:
Name:
Designation :



Annexure-8

Non-Disclosure Agreement

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

WHEREAS, we, _____,
having Registered Office at _____, hereinafter referred to
as the Bidder, are agreeable to provide Services at locations allocated by Canara Bank,
having its office at 14, Naveen complex, HO(annex), M.G Road Bengaluru -560001
hereinafter referred to as the BANK and,

WHEREAS, the Bidder understands that the information regarding the Bank's Infrastructure
shared by the BANK in their Expression of Interest is confidential and/or proprietary to the
BANK, and

WHEREAS, the Bidder understands that in the course of submission of the offer for
"Empanelment of Agencies for conducting Due Diligence of IT Service Providers in Canara
Bank for period of three (03) years " and/or in the aftermath thereof, it may be necessary
that the Bidder may perform certain jobs/duties on the Banks properties and/or have access
to certain plans, documents, approvals or information of the BANK; NOW THEREFORE, in
consideration of the foregoing, the Bidder agrees to all of the following conditions, in order
to induce the BANK to grant the Bidder specific access to the BANK's property/information.
The Bidder will not publish or disclose to others, nor, use in any services that the Bidder
performs for others, any confidential or proprietary information belonging to the BANK,
unless the Bidder has first obtained the BANK's written authorization to do so.

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

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

Date:
Place :

Signature with seal:
Name:
Designation :



Annexure-9
Escalation Matrix

(Should be submitted on Company's letter head with company seal and signature of the authorized person)

SUB: Empanelment of Agencies for conducting Due Diligence of IT Service Providers in Canara Bank for period of three (03) years

Ref: EOI 04/2024-25 dated 27/09/2024.

For Service Related Issues

Name of the Bidder Firm:

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

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

Date:

Signature with seal

Place:

Name:

Designation:



Tender Fee and Bid Security Declaration

(to be provided on letter head)

To

The Deputy General Manager,
Canara Bank,
Centralized procurement and vendor Management Wing
Head Office,
Naveen Complex, 14 M G Road
Bengaluru-001.

**Sub: Empanelment of Agencies for conducting Due Diligence of IT Service Providers in
Canara Bank for period of three (03) years**

Ref: EOI 04/2024-25 dated 27/09/2024

Dear Sir

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

[Signature of Authorized Signatory]

Date:
Place :

Signature with seal:
Name:
Designation :



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

Sub: Empanelment of Agencies for conducting Due Diligence of IT Service Providers in Canara Bank for period of three (03) years

Ref: EOI 04/2024-25 dated 27/09/2024

Due Diligence of IT Vendors providing IT Services

Appropriate due diligence shall be conducted by the selected bidder to collect and analyse information, identify, establish of the service provider and assess the capability of the service provider to comply with obligations as a going concern.

A risk-based approach shall be adopted in conducting such due diligence activities.

Due diligence shall take into consideration but not limited to the following:

1. Vendor Background and Business Assessment

1.1. Company Overview:

- History and background of the service provider.
- Organizational structure, including key executives and decision-makers.
- Number of employees and geographic locations Financial Stability.
- Brief about other competitor who are providing similar type of scenarios.

1.2. Reputation and Track Record

- Industry reputation and standing.
- Client testimonials and reviews.
- Analysis of past performance, including success stories and known issues

1.3. Financial Stability:

- Review of recent financial statements (balance sheet, income statement, cash flow)
- Analysis of financial Net worth, turnover & profitability and components, trends.
- Credit ratings and any history of financial difficulties

1.4. Compliance and Certifications:

- List of certifications relevant to the services provided (e.g., ISO 27001, SOC 2, PCI DSS).
- History of compliance with industry regulations and standards.
- Examination of any past regulatory violations or sanctions.
- Compliances if any
- Potential litigations if any

2. Technical and Service Capabilities

2.1. Service Offerings:



- Detailed description of services and products offered.
- Documentation and user manuals for services/products.

2.2. Technology Stack:

- Overview of hardware, software, and infrastructure used.
- Assessment of technology maturity and innovation.
- Compatibility with the bank's existing systems.

2.3. Service Level Agreements (SLAs):

- Terms and conditions of SLAs, including uptime guarantees, response times, and penalties.
- Historical performance against SLAs.
- Availability of customization in SLAs to meet the bank's specific needs.

2.4. Support and Maintenance:

- Details of support levels (e.g., 24/7 support, dedicated account managers)
- Response and resolution times for incidents.
- Escalation procedures and contacts for critical issues

2.5. Scalability and Flexibility:

- Capacity to scale services according to demand.
- Flexibility in service offerings and adaptability to changes in the bank's requirements.

3. Security and Risk Management

3.1. Data Security:

- Policies and practices for data encryption, both at rest and in transit.
- Access controls, including multi-factor authentication and role-based access.

3.2. Access Control:

- Procedures for granting and revoking access.
- Monitoring and logging of access to sensitive data

3.3. Incident Response:

- Incident response plan, including detection, response, and recovery processes.
- Record of past security incidents and handling.
- Communication protocols during and after an incident

3.4. Disaster Recovery and Business Continuity:

- Detailed disaster recovery plans and business continuity measures.
- Frequency and results of disaster recovery tests.
- Plans for maintaining service continuity during major disruptions

3.5. Third-Party Risks:



- Assessment of the vendor's subcontractors and third-party relationships
- Security and compliance requirements for third parties
- Vendor's process for managing third-party risks.

4. Legal and Regulatory Compliance

4.1. Contractual Terms:

- Terms regarding liability, indemnification, and warranties.

4.2. Regulatory Requirements:

- Vendor's compliance with relevant regulations (e.g., GDPR, CCPA, Basel III)
- Procedures for ensuring ongoing compliance.

4.3. Data Privacy and Ownership:

- Data privacy policies, including data collection, storage, and processing practices.
- Ownership and control of data, including post-termination data handling.

4.4. Capability to comply with IT outsourcing guidelines.

5. Operational Assessment

5.1. Processes and Workflows:

- Examination of operational processes and workflows
- Alignment with industry best practices and standards.

5.2. Quality Assurance:

- Quality control measures and certifications (e.g., ISO 9001).
- History of quality issues and resolutions.

5.3. Performance Monitoring:

- Tools and metrics used for monitoring service performance.
- Regular reporting on performance metrics and KPIs.

6. Audit and Reporting

6.1. Audit Rights:

- Provisions for the bank's right to audit the vendor's operations and practices.
- Frequency and scope of audits.

6.2. Reporting and Transparency:

- Regular reporting requirements, including performance, security, and compliance updates.
- Transparency in operations, including disclosure of potential risks or issues.

6.3. Compliance Audits:

- Frequency and scope of compliance audits.
- History of audit findings and corrective actions taken.

7. Cultural and Strategic Alignment



7.1. Corporate Culture:

- Vendor's corporate culture and values, and alignment with the bank's culture.
- Diversity, equity, and inclusion policies.

7.2. Strategic Fit:

- Vendor's vision and long-term goals.
- Compatibility with the bank's strategic objectives and plans.

7.3. Due diligence exercise with respect to their employers.

8. References and Past Performance

8.1. Client References:

- Contact details of current and former clients for references.
- Feedback from clients on service quality, reliability, and support.

8.2. Case Studies:

- Review of case studies relevant to the bank's needs.
- Analysis of similar projects or services provided to other financial institutions.

9. Exit Strategy

9.1. Transition Support:

- Support provided during the transition to a new vendor or in-sourcing.
- Plans for minimizing disruption during the transition.

9.2. Data Migration and Retention:

- Procedures for data migration to the bank or a new vendor.
- Policies for data retention and secure disposal post-contract.

10. Methodology to be adopted for

- 10.1. Bank data storage and its protection
- 10.2. Ability to effectively maintain the confidentiality of bank data while dealing with multiple entities
- 10.3. Conflicts of interest with bank
- 10.4. External factors like political, economic, social and legal enrolment of jurisdiction in which the service provider operates and other events that may impact data security as well as service to be provided

The overall scope of work to be performed by the selected Bidder is mentioned here is indicative only. Any of the Risk Parameters that is required to be complied under RBI's Master Directions on IT Outsourcing Service and IT Governance, Risk, Controls and Assurance Practices, Information Security Policy/ IT Services Outsourcing Policy /BCMS Framework Policy etc. of Bank and is not explicitly mentioned in this RFP, would form part of the scope of work of this RFP and the vendor is expected to provide the same to the Bank at no additional cost.

We hereby comply with each point of the above scope of work without any deviations.



Date:
Place :

Signature with seal:
Name:
Designation :



Technical Evaluation Criteria

Sub: Empanelment of Agencies for conducting Due Diligence of IT Service Providers in Canara Bank for period of three (03) years

Ref: EOI 04/2024-25 dated 27/09/2024

This evaluation will be carried out on a total score of 100 on the basis of the following evaluation parameters defined in this section.

Sl. No.	Evaluation Parameters	Scoring Parameter	Documents to be submitted	Max marks
1.	The Bidder should have provided Due Diligence Services for IT service providers in Schedule Commercial Banks during last 3 years as on date of EOI.	No. of clients: <ul style="list-style-type: none"> • ≥ 7 clients: 20 Marks • ≥ 5 & < 7 clients: 15 Marks • ≥ 2 & < 5 clients : 10 Marks 	The bidders has to provide relevant purchase order/work order / engagement letter along with satisfactory completion certificate/ Reference letter from the client to this effect.	20
2.	The Bidder should have experience in the field of conducting Due Diligence of IT service providers as on date of EOI.	Number of Years: <ul style="list-style-type: none"> • ≥ 5 Years: 15 Marks • ≥ 3 & < 5 Years: 10 Marks • ≥ 1 & < 3 Years : 5 Marks 	The bidders has to provide relevant purchase order/work order / engagement letter along with satisfactory completion certificate/ Reference letter from the client to this effect.	15
3.	The bidder should have successfully carried Due Diligence services of IT service providers in Scheduled Commercial Banks (SCBs) during last 3 years as on the date of EOI.	Number of Due Diligence conducted: <ul style="list-style-type: none"> • ≥ 20 Due Diligence: 15 Marks • ≥ 15 & < 20 Due Diligence: 10 Marks • ≥ 10 & < 15 Due Diligence : 5 Marks 	The bidders has to provide relevant purchase order/work order / engagement letter along with satisfactory completion certificate/ Reference letter from the client to this effect.	15
4.	Presentation of the bidder on approach, work plan and methodology	Evaluation will depend upon the presentation made to the Bank's panel based on the following parameters: Work plan and methodology: 5 marks covering complete scope of work: 5 marks Compliance & governance: 5 marks Security & Risk Management: 5 marks		20
Total Marks				70



Note: The bidder should score minimum 60% marks total marks for qualifying under Technical Evaluation. The bidders qualified under Technical Proposal Evaluation will be eligible for commercial opening.

Date:

Signature with seal

Name:

Designation:



Annexure-14
Make in India Certificate

(Should be submitted on Company's letter head with company seal and signature of the authorized person)

Bidder's Reference No. _____

Date.....

To,
The Deputy General Manager
Canara Bank,
Centralized Procurement and Vendor Management Wing,
Naveen Complex,
14 M G Road,
Bengaluru - 560 001, Karnataka.

SUB: Empanelment of Agencies for conducting Due Diligence of IT Service Providers in Canara Bank for period of three (03) years

Ref: EOI 04/2024-25 dated 27/09/2024.

Dear Sir/Madam,

(To be certified by statutory auditor or cost auditor of the company (in the case of companies) for a tender value above Rs.10 crores giving the percentage of local content.)

1. In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and its amendments, we hereby certify that we M/s _____ are local supplier meeting the requirement of minimum local content i.e., _____% against Canara Bank Tender No..... dated..... We qualify as a _____ (Class-I or Class II) local supplier. Details of location at which local value addition will be made as follows:
_____.
2. We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
3. We have submitted the details indicating total cost value of inputs used, total cost of inputs which are locally sourced and cost of inputs which are imported, directly or indirectly with the commercial proposal.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



Annexure-15
Letter to Return EMD (if applicable)
[On Firm's / Company's letter head]

To,

The Deputy General Manager
 Canara Bank,
 Centralized Procurement and Vendor Management Wing,
 Naveen Complex,
 14 M G Road,
 Bengaluru - 560 001, Karnataka.

SUB: Empanelment of Agencies for conducting Due Diligence of IT Service Providers in Canara Bank for period of three (03) years

Ref: EOI 04/2024-25 dated 27/09/2024.

We _____ (Company Name) had participated in the EOI for Empanelment of Agencies for conducting Due Diligence of IT Service Providers in Canara Bank for period of three (03) years.

Details of EMD submitted are as follows:

Sl. No.	Bidder Name	BG/DD/NEFT/RTGS Ref No.	Drawn on Bank Name	Date of BG/DD/NEFT/RTGS	Amount in Rupees

Bank details to which the EMD amount to be returned via NEFT/RTGS are as follows:

Account Title/Name	
Account Number	
IFSC Code	
Account Type	
Name of the Bank with Branch Address	

Declaration:

1. We here by note that the EMD submitted will be returned as per the terms and conditions of the EOI.
2. We hereby confirm that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us Bank is not liable under any circumstances.

Date:

Place:

Signature with seal

Name:

Designation:

