



REQUEST FOR PROPOSAL [RFP]
FOR
SELECTION OF INSURER FOR GROUP PERSONAL ACCIDENT INSURANCE POLICY
FOR CANARA BANK EMPLOYEES FOR A PERIOD OF ONE YEAR
FROM 01/01/2024 TO 31/12/2024

Issued by: Canara Bank,
Centralized Procurement & Vendor Management Vertical,
1st Floor, IT Wing, Naveen Complex,
14, MG Road, Bengaluru -560 001
Phone No: 080- 25590070, 25584873
Email Id: dittenders@canarabank.com

SECTION A - BID SCHEDULE & ABBREVIATIONS

1. BID SCHEDULE

Sl. No.	Description	Details
1.	RFP No. and Date	GEM/2023/B/4149432 dated 31/10/2023
2.	Name of the Wing	Centralized Procurement & Vendor Management Vertical, Information Technology Wing
3.	Brief Description of the RFP	Selection of Insurer for Group Personal Accident Insurance Policy for Canara Bank Employees for the period of one year from 01/01/2024 to 31/12/2024
4.	Bank's Address for Communication	Deputy General Manager, Canara Bank, Centralized Procurement & Vendor Management Vertical, 1st Floor, IT Wing, Naveen Complex, 14 MG Road, Bengaluru - 560 001 Senior Manager, Centralized Procurement & Vendor Management Vertical, IT Wing, Naveen Complex, 14 MG Road, Bengaluru - 560 001 Tel - 080-25590070,25584873 Fax - 080-25596539 Email: dittenders@canarabank.com
5.	Date of Issue of RFP	As per RFP Document
6.	Earnest Money Deposit (Refundable)	NA
7.	Performance Bank Guarantee/Bid Security	NA
8.	Last Date, Time and Venue for Submission of Bids	Bid End Date/Time as per GeM bid document. Response should be submitted in GeM portal.
9.	Date, Time & Venue for opening of Technical Proposals.	Bid Opening Date/Time as per GeM bid Document. Bid will be opened in GeM portal.
10.	Date, Time & Venue for opening of Commercial Proposals	Will be intimated at a later date.

11.	Pre-bid Meeting Date & Time	<p>1. Pre-bid meeting will be held on the date and time mentioned in the RFP Document.</p> <p>Venue: Pre-bid meeting will be held Online and participants are requested to attend the meeting Online.</p> <p>Those who are interested in participating the pre-bid meeting should share the participant details to dittenders@canarabank.com.</p> <p>Upon perusal of the same, the link / meeting id will be shared to the participant to participate in the virtual meeting.</p> <p>2. Pre bid queries should be submitted as per format available in clause 1.1 of Section D.</p> <p>3. Pre-bid Queries should be sent to E-mail dittenders@canarabank.com and must reach us on or before 08/11/2023, Wednesday at 5.00 PM. Subject of the email should be given as “Pre Bid Queries for GEM/2023/B/4149432 dated 31/10/2023”. Queries reaching afterwards will not be entertained.</p>
12.	Other Details	<p>1. Subsequent changes made based on the suggestions and clarifications as per pre-bid meeting shall be deemed to be part of the RFP document and shall be shared with all the Bidders.</p> <p>2. No suggestions or queries shall be entertained after pre-bid meeting.</p>
13.	<p>This document can be downloaded from following website https://canarabank.com/tenders.aspx & https://gem.gov.in/.</p> <p>Any Amendments, Modifications, Pre Bid Replies, Clarifications & any communication etc. will be uploaded in the Bank’s website (i.e. https://canarabank.com/tenders.aspx & https://gem.gov.in/). No individual communication will be sent to the individual Bidders.</p>	

2. Abbreviations used in this Document:

Sl. No.	Abbreviation	Description
1.	BG	Bank Guarantee
2.	BOM	Bill of Material
3.	DD	Demand Draft
4.	IT	Information Technology
5.	EMD	Earnest Money Deposit
6.	GST	Goods and Service Tax
7.	HO	Head Office
8.	LD	Liquidated Damage
9.	MSE	Micro and Small Enterprises
10.	MSME	Micro Small & Medium Enterprises
11.	RFP	Request For Proposal [Interalia the term 'Tender' is also used]
12.	CD	Certificate of Deposit
13.	NPS	National Pension System
14.	PF	Provident Fund
15.	SPOC	Single Points of Contact
16.	FIR	First Information Report
17.	ED	Executive Director
18.	CVO	Chief Vigilance Officer
19.	MD	Managing Director
20.	CEO	Chief Executive Officer

DISCLAIMER

The information contained in this Request for Proposal (“RFP”) document or information provided subsequently to Bidders or applicants whether verbally or in documentary form by or on behalf of Canara Bank (or Bank), is provided to the Bidder (s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by Canara Bank to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as “Bidder” or “Bidders” respectively). The purpose of this RFP is to provide the Bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. Canara Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder requires. Canara Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.

Canara Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Bank’s Website (<https://canarabank.com/tenders.aspx> & <https://gem.gov.in/>) and it will become part and parcel of RFP.

The information provided by the Bidders in response to this RFP Document will become the property of the Bank and will not be returned. This RFP document prepared by Canara Bank should not be reused or copied or used either partially or fully in any form.

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

LIST OF CONTENTS

SECTION A - BID SCHEDULE & ABBREVIATIONS			
Clause No.	Clause Description	Clause No.	Clause Description
1.	Bid Schedule	2.	Abbreviations
SECTION B - INTRODUCTION			
1.	About Canara Bank	2.	Definitions
3.	About RFP	4.	Objective
5.	Requirement Details	6.	Participation methodology
7.	Pre-Qualification Criteria	8.	Scope of Work
9.	Requirements		
SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS			
1.	Project Timelines	2.	Payment Terms
3.	Claim Process	4.	Subcontracting
5.	Right to Audit		
SECTION D - BID PROCESS			
1.	Clarification to RFP & Pre-Bid queries	2.	Pre-Bid Meeting
3.	Amendment to Bidding Document	4.	Bid System Offer
5.	Preparation of Bids	6.	Costs & Currency
7.	Erasures or Alterations	8.	Assumptions/Presumptions/ Modifications
9.	Submission of Bids	10.	Bid Opening
SECTION E - SELECTION OF BIDDER			
1.	Preliminary Scrutiny	2.	Clarification of Offers
3.	Evaluation of Bids	4.	Intimation to Qualified/Successful Bidders
5.	Selection of successful Bidder		
SECTION F - OWNERSHIP & AWARDING OF CONTRACT			
1.	Bid Validity Period	2.	Proposal ownership
3.	Acceptance of offer	4.	Award of Contract
5.	Effective Date	6.	Service Execution
7.	Fixed Price	8.	Expenses

9.	Execution of Agreement	10.	Pricing
11.	Order Cancellation/Termination of Contract		
SECTION G - GENERAL CONDITIONS			
1.	General Order Terms	2.	Responsibilities of the Selected Bidder
3.	Responsibility for completeness	4.	Inspection of Records
5.	Negligence	6.	Assignment
7.	Publicity	8.	Intellectual Property Rights
9.	Confidentiality and Non-Disclosure	10.	Exit Management
11.	Training and Handholding	12.	Indemnity
13.	Force majeure	14.	Responsibilities of the Bidder
15.	Corrupt and Fraudulent Practices	16.	Amendments to the Purchase Order
17.	Amendments to the Agreement	18.	Modification/Cancellation of RFP
19.	Social Media Policy	20.	Resolution of disputes
21.	Legal Disputes and Jurisdiction of the court	22.	Bidder Conformity
SECTION H - PURCHASE PREFERENCE			
1.	Micro & Small Enterprises [MSEs]	2.	Startup
3.	Procurement through Local Suppliers (Make in India)		

Annexures (To be submitted with Technical Proposal)	
1.	Bid Covering Letter
2.	Compliance to Pre-Qualification Criteria
3.	Bidder's Profile
4.	Make in India Certificate
5.	Non-Disclosure Agreement
6.	List of major customers of the Bidder and References
7.	Office Details
8.	Compliance to Scope of Work
9.	Compliance Statement
10.	Undertaking Letter
11.	Escalation Matrix

12.	Bill of Material (Masked)
Annexures (To be submitted with Commercial Bid)	
13.	Bill of Material

APPENDICES	
A.	Instructions to be noted while preparing/submitting Technical Proposal
B.	Instruction to be noted while preparing/submitting Commercial Bid
C.	Authorization Letter Format
D.	Contract Agreement

SECTION B - INTRODUCTION

The details of insurance brokers for this RFP is as under:

M/s Anand Rathi Insurance Brokers Ltd.
10th Floor Regent Chambers,
Jamnalal Bajaj Marg, Nariman Point, Mumbai - 400 021.

- a. Contact Person 1: Avinash H Pujari
Email ID: avinashpujari@rathi.com
- b. Contact Person 2: Suresha A
Email ID: suresha@rathi.com
- c. Contact Person 3: Swarna Naik
Email ID: swarnanaik@rathi.com
- d. Contact Person 4: Sanath Shetty
Email ID: sanathshetty@rathi.com

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 is located at Naveen Complex, No.14, M G Road, Bengaluru-560001.
- 1.2. The Bank is having pan India presence of more than 9714 branches, 24 Circle offices and 176 Regional Offices situated across the States. The Bank also has offices abroad in London, Dubai and New York.

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 RFP and shall be deemed to include its successors and permitted assigns.
- 2.2. 'GeM' means Government e-Marketplace wherein the whole bidding process shall be conducted online.
- 2.3. 'RFP' means Request for Proposal for "Selection of Insurer for Group Personal Accident Insurance Policy for Canara Bank Employees for the period of one year from 01/01/2024 to 31/12/2024".
- 2.4. The eligible insurer submitting the proposal in response to this RFP shall hereinafter be referred to as 'Bidder'.
- 2.5. 'Services' means "Group Personal Accident Insurance Policy for Canara Bank Employees for the period 01/01/2024 to 31/12/2024" as per RFP terms.
- 2.6. 'Bidder' means an insurer submitting the proposal in response to the RFP.

- 2.7. 'Proposal' means the response (including all necessary documents) submitted by the eligible Bidder in response to this RFP.
- 2.8. 'Contract' means the agreement signed by successful Bidder and the Bank at the conclusion of bidding process, wherever required.
- 2.9. 'Contract Price' means the value of the total purchase order including GST/ GeM Sanction order issued by the Bank.
- 2.10. 'Successful Bidder'/ 'Selected Bidder'/ 'L1 Bidder' means the Bidder who is found to be the highest scored Bidder after conclusion of the bidding process, subject to compliance to all the Terms and Conditions of the RFP.

3. About RFP:

- 3.1. Bank intends to engage Service Provider for Group Personal Accident Insurance Policy for Canara Bank Employees for the period of one year from 01/01/2024 to 31/12/2024 as per the terms and conditions, technical requirements and scope of work described elsewhere in this document.
- 3.2. The RFP document is not a recommendation or invitation to enter the contract, agreement or any other arrangement in respect of the service, unless a purchase order or notification of award is published by Canara Bank if any, as an end result of this RFP process. The provision of the insurance is subject to compliance to selection process and appropriate documentation being agreed between the Bank and selected Bidder as identified by the Bank after completion of the selection process.

4. Objective

- 4.1. Bank proposes to select Insurer for Group Personal Accident Insurance Cover for all Employees of Canara Bank from a Bidder/Insurance Company, who can offer a suitable and cost-effective Group Personal Accident Insurance Cover.
- 4.2. The Bank is looking at a highly professional relationship with the Bidder/Insurance Company who shall implement the Group Personal Accident Insurance Cover for all employees of Canara Bank.

5. Requirement Details

- 5.1. Bank invites offers ('Technical cum Eligibility' and 'Commercial Bid') for "Selection of Insurer for Group Personal Accident Insurance Policy for Canara Bank Employees for the period 01/01/2024 to 31/12/2024" as per terms & conditions and Scope of Work & technical specifications/requirements described elsewhere in this document.
- 5.2. The detailed implementation plan will be discussed and agreed by the Bank with the selected Bidder, covering the scope of work and key deliverables as defined in this RFP. However, the selected Bidder have to comply with the timelines explained elsewhere in this document.

6. Participation methodology:

In this RFP, only IRDA licensed Insurance Companies can participate. Bids other than from licensed companies will be not be considered by the Bank.

7. Pre-Qualification Criteria

- 7.1. Bidder's meeting the Pre-Qualification Criteria as mentioned in Annexure-2 of this RFP may respond.
- 7.2. Non-compliance to any of Pre-Qualification Criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for Pre-Qualification Criteria evaluation. The proof provided must be in line with the details mentioned in "Documents to be submitted for Pre-Qualification Criteria Compliance". Any credential detail mentioned in "Pre-Qualification Criteria Compliance" not accompanied by relevant proof documents will not be considered for evaluation.
- 7.3. Canara Bank, reserves the right to verify/evaluate the claims made by the Bidder independently and seek further documents without any limitation for evaluating the offer. Any deliberate misrepresentation will entail rejection of the offer.

8. Scope of Work

- 8.1. The Broad Scope of work shall include but not be limited as mentioned in Annexure-8. Bidder has to confirm compliance to the Scope of Work as mentioned in Annexure-8. The Bidders are required to go through the complete RFP document thoroughly. The obligation/ responsibilities mentioned elsewhere in the document, if any, shall be the integral part of the scope.
- 8.2. 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 RFP.
- 8.3. During the course of the project, there might be related areas which Bank would like the selected Bidder to undertake which may not have envisaged earlier.
- 8.4. Project Completion and Management
 - 8.4.1. For smooth completion of project, the selected Bidder should identify one of its representatives at Bengaluru as a single point of contact for the Bank.
 - 8.4.2. Project implementation team should be conversant with all rules and conditions to resolve the issues, if any.

9. Requirements

Bank invites online offers (Conformity to 'Technical Bid' and 'Commercial Bid') in GeM Portal from IRDA licensed Insurance Companies for providing Group Personal Accident Insurance Policy for Canara Bank Employees for the period 01/01/2024 to 31/12/2024 as per the Terms & Conditions, Scope of Work described elsewhere in this document. This tender consists of requirement as given below:

Sl. No.	Description of Activity
1	Providing Group Personal Accident Insurance Policy for Canara Bank Employees for a period of One (1) year i.e. 01/01/2024 to 31/12/2024 as per the Scope of Work and Terms & Conditions.

SECTION C- DELIVERABLES AND SERVICE LEVEL AGREEMENTS

1. Project Timelines

The selected bidder should insure all employees for a period of One (1) year i.e. 01/01/2024 to 31/12/2024. The effective date of the insurance shall be from 01/01/2024.

2. Payment Terms:

- 2.1. Payment will be released after acceptance of the Purchase order and submission of proforma invoice.
- 2.2. Premium shall be paid in advance by Bank as per Section 64 VB of Insurance Act for cover to incept.
- 2.3. Premium shall be paid by the Bank to the Insurance Company on behalf of Insured Members.
- 2.4. The Selected Bidder needs to comply with the bid process to ensure conclusion of RFP within the stipulated timelines. Any deviation to the process will be considered as non - compliance and Bank can decide to deselect the Bidder.
- 2.5. Payment shall be released within 30 days of submission of relevant documents as per GeM terms.
- 2.6. The payments will be released through NEFT / RTGS after deducting the applicable LD/Penalty, TDS if any, centrally at Head Office at Bengaluru and the selected bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc. All the applicable taxes shall be paid as extra at actuals.

3. Claim Process:

- 3.1. The bank may require the L1 bidder to arrange for the dashboard on claims to view at any given point of time on the number of claims reported/settled/outstanding.
- 3.2. No claim can be rejected on account of delay in submission of claim documents
- 3.3. Bank reserves the right in case of any claim to be settled by the insurance company to their Centralized banking account instead of settling directly to the claimant account.
- 3.4. In case, the claim documents are confidential in nature or for volume involved, then the insurer may have to visit the insured office to verify such original documents and the provision should also be kept open for submission of claim documents through email or hard copies or by courier/post directly to the insurance company by the insured.
- 3.5. In case of any shortfall/deficit documents, the insurance company should inform the bank within 6 working days.
- 3.6. The SPOC should be provided by the insurer for all the claims and grievances concerned to the insured

3.7. The TAT for answering the queries for the insurance company would be 06 (Six) working days

3.8. The bank may also insist for the online helpdesk to assist any queries.

4. Subcontracting

4.1. Principle bidder only can participate and bidder should not sub-contract to any other company/firm/trust. After Selection process of the bidder and order placement, resources deployed should be employed with the selected bidder and they should be on the payroll of the selected bidder.

4.2. The selected bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the selected bidder under the contract without the prior written consent of the Bank.

4.3. In case subcontracting is warranted in interest of the project, the selected bidder should take consent of the Bank before undertaking any such agreement. The selected bidder should further ensure subcontracting agreement is vetted by the Bank.

4.4. Even if the selected bidder gets into subcontracting, accountability and responsibility of the resource provided shall lie with selected bidder only. Bank shall hold correspondence only with the selected bidder.

4.5. The selected Bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the selected Bidder under the contract without the prior written consent of the Bank. 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: F/No.6/18/2019-PPD dated 23/07/2020 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.

5. Right to Audit

5.1. The selected Bidder (Service Provider) has to get itself annually audited by internal/external empaneled Auditors appointed by the Bank/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/such auditors in the areas of products (IT hardware/software) and services etc., provided to the Bank and the Service Provider is required to submit such certification by such Auditors to the Bank. The Service Provider and or his/their outsourced agents/subcontractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.

5.2. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the

Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

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

SECTION D - BID PROCESS

1. Clarification to RFP and Pre-Bid Queries

1.1. The Bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The Bidders in all such cases should seek clarification in writing in the same serial order as that of the RFP by mentioning the relevant page number and clause number of the RFP as per the below mentioned format.

Sl. No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause	Bidder's Query
1					
2					
3					
4					
5					
-					

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

1.3. No queries will be entertained from the Bidders after the due date and time mentioned in the RFP document.

1.4. No oral or individual consultation will be entertained.

2. Pre-Bid meeting

2.1. A pre-bid meeting of the intending Bidders will be held online on the date & time as specified in the RFP document to clarify any point/doubt raised by them in respect of this tender. No separate communication will be sent for this meeting.

2.2. 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 Bidders shall be present during the scheduled time. In this connection, Bank will allow maximum of Two (2) representatives from each Bidder to participate in the pre-bid meeting.

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

2.4. 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.

2.5. The Bank will consolidate all the 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 (<https://canarabank.com/tenders.aspx>) and GeM portal. 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 RFP and it will be binding on the Bidders.

2.6. Non reply to any of the queries raised by the Bidders during pre-bid Meeting shall not be considered as acceptance of the query/issue by the Bank.

3. Amendment to Bidding Document

3.1. At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective Bidder, may modify the bidding document, by amendment.

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

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

4. Bid System Offer

This is two bid system which has following 2 (two) parts:

4.1. **Part A -Technical Proposal:** Indicating the response to the Qualification Criteria, Scope of Work and other terms & conditions for Selection of this RFP.

4.2. **Part B - Commercial Bid:** Furnishing all relevant information as required as per Bill of Material (Annexure-12) of this RFP.

5. Preparation of Bids

5.1. Part A -Technical Proposal

5.1.1. Before submitting the bid, the bidders should ensure that they conform to the Pre-Qualification criteria as stated in Annexure-2 of this RFP. Only after satisfying themselves of the Pre-Qualification criteria, the Offer should be submitted.

5.1.2. Technical cum eligibility Proposal should be submitted as per the format in **Appendix-A**. Relevant technical details and documentation should be provided along with Technical Proposal.

5.1.3. It is mandatory to provide the compliance to Scope of Work in the exact format of **Annexure-8** of this RFP.

5.1.4. The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.

5.1.5. The Bank shall not allow/permit changes in the technical/functional requirements once it is submitted.

5.1.6. The Technical proposal should be complete in all respect and contain all information sought for as per **Appendix-A**. Masked Bill of Material must

be attached in Technical Offer and should not contain any price information. The Part A - Technical cum Eligibility Proposal should be complete and should cover all products and services. Technical cum Eligibility without masked Bill of Materials will be liable for rejection.

5.1.7. Masked Bill of Material which is not as per below instruction will make Bid liable for rejection:

5.1.7.1. Should be replica of Bill of Material except that it should not contain any price information (with Prices masked).

5.1.7.2. It should not provide any price information like, unit price, tax percentage, tax amount etc.

5.2. Part B - Commercial Bid

5.2.1. Commercial Bid (Indicative) should be submitted as per instruction in Appendix-B.

5.2.2. Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. The Commercial Bid should give all relevant price information as per **Annexure-12**. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.

5.2.3. The Bill of Material must be attached in Technical Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal and Commercial Bid, except that the Technical Proposal should not contain any price information (with Prices masked). Any change in the Bill of Material format may render the bid liable for rejection.

5.2.4. Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.

5.2.5. Any change in the Bill of Material format may render the bid liable for rejection. The Commercial Bids that are incomplete or conditional are liable to be rejected.

5.2.6. The bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank.

5.2.7. The Commercial Bid (Indicative) of only those bidders who are qualified in Part-B Technical Proposal will be opened online. The qualified bidders as per the GeM terms and conditions will be eligible to participate in the Online Reverse Auction.

6. Costs & Currency

The Offer must be made in Indian Rupees only as per Bill of Material (**Annexure-12**).

7. Erasures or Alterations

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

8. Assumptions/Presumptions/Modifications

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

9. Submission of Bids

9.1. The Bidder has to submit their response in GeM portal before the bid end date & time mentioned in the RFP document.

10. Bid Opening

10.1. The Technical shall be opened online, on the Date & Time specified in the GeM Bid Schedule.

10.2. The Technical submitted by the bidder will be evaluated based on the documents submitted as per Appendix-A. The Commercial Proposal of only those bidders who qualified in Technical will be opened by the bank.

10.3. The Commercial Bid of only those bidders who are qualified in Technical Proposal will be opened for further evaluation.

SECTION E - SELECTION OF BIDDER

1. Preliminary Scrutiny

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

2. Clarification of Offers

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

3. Evaluation of Bids

- 3.1. The Bank will evaluate the bids submitted by the Bidders under this RFP. The bids will be evaluated by a committee of officers of the Bank. If warranted, the Bank may engage the services of external consultants for evaluation of the bids. It is Bank's discretion to decide at the relevant point of time.

3.2. Technical Proposal:

- 3.2.1. The technical proposals submitted by the Bidders will be evaluated based on the documents submitted as per **Appendix-A**. Bank will seek clarifications, if required.
- 3.2.2. Bank will evaluate the responses provided by the Bidders for compliance to Scope of Work, Technical evaluation criteria and other terms & conditions as stipulated in the RFP.

3.3. Commercial Bid:

The Commercial Bid of only that Bidders who qualified in Technical Proposal will be opened online and will be evaluated.

4. Intimation to Qualified/Successful Bidder:

The Bank will prepare a list of qualified Bidders at each stage on the basis of evaluation of Part A - Technical cum Eligibility Proposal and Part B - Commercial Bid. The names of qualified Bidders/Consultants at each stage would be notified through GeM. Commercial Bids of only technical qualified Bidders/Consultants shall be opened. Final list of the Bidders (L1, L2 etc.) will be announced as indicated above. No separate intimation will be sent to successful Bidder.

5. Selection of successful Bidder

- 5.1. The L1 bidder will be determined on the basis of the lowest price quoted after the completion of Reverse Auction in GeM portal.
- 5.2. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.
- 5.3. The Bank reserves the right to 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
- 5.4. The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves the right to obtain revised price bids from the bidders with regard to change in RFP clauses. The Bank reserves the right to accept any bid in whole or in part.
- 5.5. The bidder/s who is L1 will be referred as the selected bidders/ successful bidders after the completion of the Reverse Auction.

SECTION F - OWNERSHIP & AWARDING OF CONTRACT

1. Bid Validity Period

The Offer submitted and the prices quoted therein shall be valid for 45 days from the date of opening of Commercial Bid. Bid valid for any shorter period shall be rejected by the Bank.

2. Proposal Ownership

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

3. Acceptance of Offer

- 3.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 3.2. The Bank will not be obliged to meet and have discussions with any Bidder and/or to entertain any representations in this regard.
- 3.3. The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender the RFP with or without modifications. Bank shall not be obliged to inform the affected Bidder (s) of the grounds for the Bank's rejection.
- 3.4. The Bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

4. Award of Contract

- 4.1. The Bidder who is L1 will be referred as the selected Bidder and Bank will notify the name of the selected Bidder /s in GeM portal.
- 4.2. The contract shall be awarded and the order shall be placed on selected Bidder. Bank may release the order either in Full or in part or place more than one order towards the contract based on project plan.
- 4.3. The selected Bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the selected Bidder.

4.4. In case of non-receipt of acceptance by the due date, the Purchase Order shall have deemed to have been accepted by the vendor.

4.5. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.

5. Effective Date

The Comprehensive Group Personal Accident Insurance Policy for all employees of Canara Bank for the period of One (1) year i.e. from 01/01/2024 to 31/12/2024.

6. Service Execution

The selected bidder shall nominate a Point of Contact immediately on acceptance of the order, who shall be the single point of contact from the Bidder's end. However, for escalation purpose, details of other persons shall also be given as per Annexure-11.

7. Fixed Price

The prices quoted in the tender response will be fixed for the period of the contract.

8. Expenses

It may be noted that Bank will not pay any amount/expenses/charges/fees/traveling expenses/boarding expenses/lodging/ expenses/conveyance expenses / out of pocket expenses other than the "Agreed Professional/Consultancy Fee".

9. Execution of Agreement

9.1. Within 21 days from the date of acceptance of the Purchase Order/LOI, the selected Bidder shall sign a stamped "Agreement" with the Bank at Bengaluru as per the format provided by the Bank.

9.2. The Agreement shall include all terms, conditions and specifications of RFP and also the Bill of Material and Price, as agreed finally after Bid evaluation. The Agreement shall be executed in English language in one original, the Bank receiving the duly signed original and the selected Bidder receiving the photocopy. The Agreement shall be valid till all contractual obligations are fulfilled.

9.3. If required, at the discretion of the Bank, the Selected bidder and the OEM(s) shall enter into Tripartite Agreement with Bank within thirty days from the acceptance of the Purchase Order, in the bank's format without any change. The format of the Tripartite Agreement will be shared with the selected Bidder along with PO. The Agreement shall be valid till all contractual obligations are fulfilled.

10. Pricing

No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract period.

11. Order Cancellation/Termination of Contract

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

11.1.1. Delay in delivery of services in the specified period.

11.1.2. Serious discrepancies noted in the inspection.

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

11.2. The Bank reserves the right to cancel the contract placed on the selected Bidder and recover expenditure incurred by the Bank on the following circumstances:

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

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

11.2.3. The selected Bidder commits a breach of any of the terms and conditions of the bid.

11.2.4. The Bidder goes in to liquidation voluntarily or otherwise.

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

11.2.6. The progress made by the selected Bidder is found to be unsatisfactory.

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

11.2.8. If found blacklisted by any Govt. Department / PSU / other Banks / CERT-In, during the course of contracted period.

11.2.9. Non satisfactory performance of the Project in terms of affecting the Core Systems of the Bank or the Core Business of the Bank and the functioning of the Branches/Offices of the Bank.

11.3. Bank shall serve the notice of termination to the Bidder at least 30 days prior, of its intention to terminate services without assigning any reasons.

11.4. In case the selected Bidder fails to conduct an event as per stipulated schedule, the Bank reserves the right to get it conducted by alternate sources at the risk, cost and responsibility of the selected Bidder by giving 7 days' prior notice to the Bidder.

11.5. After the award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to

get the balance contract executed by another party of its choice by giving one-month notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.

- 11.6.** The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and security deposit, if any, under this contract.
- 11.7.** In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Bidder towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

SECTION G - GENERAL CONDITIONS

1. General Order Terms

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

2. Responsibilities of the Selected Bidder

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

3. Responsibility for Completeness

- 3.1. The selected Bidder shall ensure that the services provided meets all requirements as envisaged in the scope of the RFP.
- 3.2. The selected Bidder shall deliver the services as per the Scope of Work described elsewhere in the RFP. The selected Bidder is liable for penalties levied by Bank for any deviation in this regard.
- 3.3. The selected Bidder shall be responsible for any discrepancies, errors and omissions or other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the bank or not. The selected Bidder shall take all corrective measures arising out of discrepancies, error and omission other information as mentioned above within the time schedule and without extra cost to the bank.

4. Inspection of Records

Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts and other records provided to the Bank under this RFP and the selected Bidder shall extend all cooperation in this regard.

5. Negligence

In connection with the work or contravenes the provisions of General Terms, if the selected Bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in

such eventuality, the Bank may after giving notice in writing to the selected Bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected Bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected Bidder.

6. Assignment

- 6.1. The selected Bidder shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's prior written consent.
- 6.2. If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the selected Bidder under this RFP.

7. Publicity

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

8. Intellectual Property Rights

- 8.1. Bidder warrants that the inputs provided shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. The Bidder should ensure that the Hardware, Software and services supplied to the Bank shall not infringe the third-party intellectual property rights, if any. The Bidder has to ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as Bidder.
- 8.2. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, Bidder shall at its choice and expense:
 - 8.2.1. procure for Bank the right to continue to use such deliverables;
 - 8.2.2. 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
 - 8.2.3. 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 Bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the Bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution.

- 8.3. The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.
- 8.4. The Bidder acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Hardware/Software.

9. Confidentiality and Non-Disclosure

- 9.1. The selected Bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. The selected Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The selected Bidder shall furnish an undertaking as given in **Annexure-5**.
- 9.2. No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.

10. Exit Management

10.1. Exit Management Plan

- 10.1.1. Successful bidder shall submit a structured & detailed Exit Management plan along with Training and Knowledge transfer for its exit initiated by the Bank.
- 10.1.2. Successful bidder shall update the Transition and Exit management on half yearly basis or earlier in case of major changes during the entire contract duration. The plan and the format shall be discussed and approved by the Bank.
- 10.1.3. The exit Management plan shall deal with the following aspects but not limited to of exit management in relation to the Service Level as a whole and in relation to in scope applications, interfaces, infrastructure and network and the scope of work.
- 10.1.3.1. A detailed program of the transfer process that could be used in conjunction with a replacement vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer.
- 10.1.3.2. Plans for provision of contingent support to the Project and replacement Vendor/Service Provider for a reasonable

period (minimum three month and maximum as per mutual agreement) after transfer or as decided by Canara Bank.

- 10.1.3.3. Plans for training of the Replacement Service Provider/Canara Bank staff to run the operations of the project. This training plan along with the training delivery schedule should be approved by Canara Bank. The delivery of training along with handholding support and getting the sign off on the same would be the responsibility of Successful bidder.
- 10.1.4. At the end of the contract period or during the contract period, if any other Service Provider is identified or selected for providing services related to Successful bidder scope of work, they shall ensure that a proper and satisfactory handover is made to the replacement Service Provider.
- 10.1.5. All risk during transition stage shall be properly documented by Successful bidder and mitigation measures shall be planned to ensure a smooth transition without any service disruption. Vendor/Service Provider must ensure that hardware supplied by them shall not reach end of support products (software/ hardware) at time of transition. Successful bidder shall inform well in advance end of support products (software/hardware) for the in-scope applications and infrastructure.
- 10.1.6. The transition & exit management period will start minimum six (6) months before the expiration of the contract or as decided by Canara Bank.
- 10.1.7. Successful bidder will provide shadow support for a minimum of 90 days or as decided by the Bank before the end of termination of notice period or expiry of the contract as applicable at no additional cost to the Bank.
- 10.1.8. In case of termination, the exit management period will start from effective date of termination, or such other date as may be decided by Canara Bank and communicated to Successful bidder.
- 10.1.9. Successful bidder must ensure closing off all critical open issues, any audit observation as on date of exit. All other open issues as on date of Exit shall be listed and provided to Canara Bank.
- 10.1.10. Successful bidder needs to comply with Banks requirements and any statutory or regulatory guidelines during the reverse transition period.

11. Training and Handholding

- 11.1. Successful bidder shall provide necessary knowledge transfer and transition support to the satisfaction of the Bank. The deliverables as indicated below but not limited to:
 - 11.1.1. Entire back-up History but not limited to archive policies, retention policies, restore policies, schedules, target storage, backup history.
 - 11.1.2. Change Request Logs
- 11.2. Assisting the new Service Provider/Bank with the complete audit of the system including licenses and physical assets

- 11.3. Detailed walk-throughs and demos for the solution
- 11.4. During the exit management period, the Vendor/Service Provider shall use its best efforts to deliver the services.
- 11.5. Successful bidder shall hold technical knowledge transfer sessions with designated technical team of Business and/or any replacement Service Provider in at least last three (3) months of the project duration or as decided by Bank.

During Reverse Transition Bank will not pay any additional cost to the Vendor/Service Provider for doing reverse transition.

12. Indemnity

12.1. The Bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:

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

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

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

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

12.2.2. The limits specified in above 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.

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

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

13. Force Majeure

13.1. The selected Bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the

obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the Bidder, i.e., Force Majeure.

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

14. Responsibilities of the Bidder

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

- 14.1. The Bidder has arrived at the prices in its bid without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- 14.2. The prices in the bid have not been disclosed and shall not be disclosed to any other Bidder of this RFP.
- 14.3. No attempt by the Bidder to induce any other Bidder to submit or not to submit a bid for restricting competition has occurred.
- 14.4. Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with CANARA BANK. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.
- 14.5. The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that services provided in response to this RFP shall meet the requirement of the services proposed by the Bidder. The Bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the

Bidder at no additional cost to the Bank. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfill all the terms and conditions of this RFP.

14.6. The selected Bidder should abide by guidelines issued by RBI Master Direction on Outsourcing of IT Services (if Applicable).

14.7. The selected Bidder should also abide by the provisions of Digital Data Protection Bill.

15. Corrupt and Fraudulent Practices

15.1. 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:

15.2. "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.

15.3. 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.

15.4. 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.

15.5. The decision of Bank in determining the above aspects will be final and binding on the all the Bidder(s). 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.

15.6. 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.

15.7. The selected Bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time.

16. Amendments to the Purchase Order

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

17. Amendments to the Agreement

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

18. Modification/Cancellation of RFP

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

19. Social Media Policy

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

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

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

19.2.2. 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.

19.2.3. Any unauthorized use or disclosure of Bank's confidential information or data.

19.2.4. 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.

20. Resolution of Disputes

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

INDIA which will be governed by Indian Arbitration and Conciliation Act 1996. Proceedings of Arbitration shall be conducted in English language only.

21. Legal Disputes and Jurisdiction of the court

- 21.1. The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain Bidder /prospective Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.
- 21.2. All disputes and controversies between Bank and selected Bidder shall be subject to the exclusive jurisdiction of the courts in **Bengaluru** and the parties agree to submit themselves to the jurisdiction of such court as this RFP/Contract agreement shall be governed by the laws of India.

22. Bidder Conformity

- 22.1. Bidder should ensure that, it is complying with applicable guidelines issued by RBI on outsourcing of IT services vide master direction note no: RBI/2023_24/102DoS.CO.CSITEG/SEC.1/31.01.015/2023-24 dated 10/04/2023 and its future amendments and communications.
- 22.2. Bidder should ensure to adhere applicable regulatory guidelines for storage of data in India as per regulatory requirements, also to provide complete details of data captured, processed and stored, maintain confidentiality of the bank's and its customer's data and report same to the bank, Vendor will be liable to bank for any event for security breach and leakage of data/information.
- 22.3. Bidder should ensure that, it is complying with applicable guidelines issued by regulatory bodies on Digital Personal Data Protection Act 2023 and its future amendments and communications.

SECTION H- PURCHASE PREFERENCE

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

1. Micro & Small Enterprises [MSEs]:

Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification no. D.L.-33004/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the Government of India Guidelines

- 1.1. 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:
 - 1.1.1. District Industries Centres or
 - 1.1.2. Khadi Village Industries Commission or
 - 1.1.3. Khadi & Village Industries Board or
 - 1.1.4. Coir Board or National Small Industries Corporation or
 - 1.1.5. Directorate of Handicrafts & Handloom or
 - 1.1.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
 - 1.1.7. Udyam Registration Certificate
- 1.2. MSEs are exempted from paying EMD, subject to furnishing of Valid certificate for claiming Exemption.
- 1.3. 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.
- 1.4. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.
- 1.5. The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.

2. Start-up:

- 2.1. Applicable for Indian Bidders only as defined in gazette notification no. D.L-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.
- 2.2. As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Start-ups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in RFP document.
- 2.3. Further, the Start-ups are also exempted from submission of EMDs.

- 2.4. For availing the relaxations, Bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the Bidder's company/firm) and notary public with legible stamp.
- 2.5. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of two years from being eligible to submit Bids for contracts with Canara Bank.

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.

- 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.
- 3.2. "Class-I 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-I local supplier under this order.
- 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 this order.
- 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 this order.
- 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%.
- 3.6. The margin of Purchase preference shall be 20%.
- 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.
- 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.

- 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.
- 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.
- 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.
- 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.

Annexure-1
Bid Covering Letter
[On Firm's / Company's letter head]

Reference No:

Date:

To,

The Deputy General Manager,
Canara Bank,
Centralized Procurement & Vendor Management Vertical,
Information Technology Wing,
#14, Head Office (Annexe), Naveen Complex, M G Road,
Bengaluru - 560 001, Karnataka

Dear Sir,

SUB: Selection of Insurer for Group Personal Accident Insurance Policy for Canara Bank Employees for the period of one year from 01/01/2024 to 31/12/2024

Ref: GEM/2023/B/4149432 dated 31/10/2023.

We have examined the above-mentioned RFP document including all annexures the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/modifications/amendments, if any, furnished by the Bank and we, the undersigned, offer for subject items are in conformity with the said RFP in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

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

If our offer is accepted, we undertake to complete the formalities of deliverables as per timelines mentioned in the RFP.

If our offer is accepted, we undertake to provide Technical consultancy / Service support / Guidance for the specified scope as per the above referred RFP, during contract period.

We agree to abide by this offer till 180 days from the date of Commercial Bid opening and for such further period as mutually agreed between the bank and selected Bidder, and agreed to in writing by the selected Bidder. We agree to abide by and fulfil all the terms and conditions of the RFP and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in RFP together with the return acceptance of the contract.

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

We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in shortlisting of Bidders.

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

We also confirm that, we will not sub contract part or complete assignment Consultancy to any other agency or individual without obtaining prior permission of the Bank.

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

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

Date

Signature with seal

Name:

Designation:

Annexure-2
Pre-Qualification Criteria

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

SUB: Selection of Insurer for Group Personal Accident Insurance Policy for Canara Bank Employees for the period of one year from 01/01/2024 to 31/12/2024

Ref: GEM/2023/B/4149432 dated 31/10/2023.

We have carefully gone through the contents of the above referred RFP along with replies to prebid queries & amendment, if any and furnish the following information relating to Qualification Criteria.

Sl. No.	Qualification Criteria	Documents to be submitted In compliance with Qualification Criteria	Bidders Response
1.	The Bidder should be a partnership firm registered under LLP Act 2008/ Indian Partnership Act 1932 or Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013 and should be in existence for at least 5 years and should be in line of business providing General Insurance during the said period as on bid date.	Bidder has to submit Copy of Certificate of LLP registration. (OR) Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company (OR) Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies.	
2.	The bidder should be well established & reputed Insurance Companies licensed by IRDAI and registered under Companies act 1956, with more than 5 years of existence in General Insurance Business in India as on bid date.	Copy of IRDAI certificate to be submitted.	
3.	The bidder should have proven experience of managing Group Personal Accident Insurance Policy for Public Sector Banks/ Public Sector Undertakings for a group size of at least 50,000 during the last three financial years (i.e. 2020-21, 2021-22 and 2022-23).	Bidder should submit Copies of Work Orders/ Agreements with PSU Banks/PSUs on the company's letterhead clearly stipulating the group size should be furnished. Or Copies of Policies issued to PSU Banks/ PSU Or CA Certificate with Unique Document Identification Number certifying the same	

4.	The bidder should have positive Net Worth as on 31/03/2023 and also should have not eroded by 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.	Insurance Companies of repute both in Public & Private Sector Who Possess Claims payment ability 'A' rating and above from approved rating agencies.	Bidder should submit a certificate towards the same duly attested by rating agencies.	
6.	The bidder should have minimum Paid-up Capital of Rs.100 Crores as on 31/03/2023.	Bidder has to submit the Copy of Audited Balance Sheet for the financial year ending 31 st March 2023. and Bidder must produce a certificate from the Company's Chartered Accountant/s/ Company Secretary to this effect and the documents certified by the Chartered Accountant/s should mandatorily contain Unique Document Identification Number.	
7.	Total Gross written Premium collection should be more than INR 1000 crores during the Financial Year 2022-23.	Bidder should submit the Copy of Audited Balance Sheet for the Financial Year ending 31st March 2023 duly attested by authorized signatory. and Bidder must produce a certificate from the Company's Chartered Accountant/s/ Company Secretary to this effect and the documents certified by the Chartered Accountant/s should mandatorily contain Unique Document Identification Number.	

8.	The bidder should have proven experience of insuring lives of One Lakh people in total under group personal accident insurance scheme during the last financial year i.e. FY 2022-23.	Bidder must produce a certificate from the Company's Chartered Accountant/s/ Company Secretary to this effect. The documents certified by Chartered Accountant/s should mandatorily contain Unique Document Identification Number.	
9.	The bidder should have a minimum claim settlement ratio of above 90% during the last financial year 2022-2023 in GPAL.	Bidder should submit CA Certificate with Unique Document Identification, Number certifying the same.	
10.	The bidder should have the minimum solvency ratio of 1.5% as on 31st March 2023 (This criteria is not applicable for PSU insurance companies)	Bidder must produce a certificate from the Company's Chartered Accountant/s /Company Secretary to this effect. The documents certified by Chartered Accountant/s should mandatorily contain Unique Document Identification Number.	
11.	The applicant should have Branch Office in Bengaluru for support.	The Bidder should submit a declaration duly attested by authorized signatory including details of existing Branch details like local Contact Person Name, Address, Mobile No, Email-id etc.	
12.	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 bid for this RFP.	The Bidder should submit self-declaration on the Company's letter head to this effect.	
13.	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 Authority. Bidder (entity) from a country which	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 that we and our OEM are not from such a country or if from such a country, has been registered with	

	<p>shares a land border with India means:</p> <ol style="list-style-type: none"> An entity incorporated, established or registered in such a country; or A subsidiary of an entity incorporated, established or registered in such a country; or An entity substantially controlled through entities incorporated, established or registered in such a country; or An entity whose beneficial owner is situated in such a country; or An Indian (or other) agent of such an entity; or A natural person who is a citizen of such a country; or A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. 	<p>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.</p> <p>[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]</p>	
14.	<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 Qualification Criteria should be part of the RFP.

Date:
Place:

Signature with seal
Name:
Designation:

Annexure-3
Bidder's Profile

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

SUB: Selection of Insurer for Group Personal Accident Insurance Policy for Canara Bank Employees for the period of one year from 01/01/2024 to 31/12/2024

Ref: GEM/2023/B/4149432 dated 31/10/2023.

Sl. No.	Particulars	Details
1)	Name of the Bidder Firm/ Company	
2)	Constitution (Ltd./ Pvt. Ltd./ Firm etc.)	
3)	IRDAI Certificate	
4)	Date of Incorporation and / or Commencement of business with supporting documents	
5)	Certificate of Incorporation Number (CIN)	
6)	Whether registered as MSE for the item under the RFP? (Proof of registration as MSE for the item under the RFP)	
7)	Whether recognized as a Startup by Department of Industrial Policy and Promotion (DIPP)? (Proof of such recognition, indicating terminal validity date of registration and Certificate from CA that the Turnover of the entity complies with Startup guidelines)	
8)	Whether in technical collaboration with Foreign Company? If so give details	
9)	Number of Years in the Business	
10)	Number of years of experience in Handling large projects for Banks.	
11)	Address for Correspondence: Registered Office: Corporate Office:	
12)	Single Point of contact for this RFP Name: Designation: Mobile No.: Landline No.: Fax: Email-ID	

	(any changes in the above should be informed in advance to Bank)	
13)	Domestic Customer Base (Number of Clients where Consultancy Service have been provided in India)	
14)	<u>Details of Service Net Work</u> Bengaluru: Mumbai:	
15)	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-4
Make in India Certificate

Bidder's Reference No. _____

Date.....

To,
The Deputy General Manager
Canara Bank,
CP & VM Vertical, IT Wing,
Head Office (Annexe), Naveen Complex,
14 M G Road, Bangalore-560001.

SUB: Selection of Insurer for Group Personal Accident Insurance Policy for Canara Bank Employees for the period of one year from 01/01/2024 to 31/12/2024.

Ref: GEM/2023/B/4149432 dated 31/10/2023.

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:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal

Annexure-5
Non-Disclosure Agreement
[On Firm's / Company's letter head]

SUB: Selection of Insurer for Group Personal Accident Insurance Policy for Canara Bank Employees for the period of one year from 01/01/2024 to 31/12/2024.

Ref: GEM/2023/B/4149432 dated 31/10/2023.

WHEREAS, we, _____,
having Registered Office at _____, hereinafter referred to as the Bidder, are agreeable to the formalities of deliverables as per timelines mentioned in the RFP for each ordered locations to Canara Bank, having its office at 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 IT Infrastructure shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

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

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

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

Date

Signature with seal

Name:

Designation:

Annexure-6

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

SUB: Selection of Insurer for Group Personal Accident Insurance Policy for Canara Bank Employees for the period of one year from 01/01/2024 to 31/12/2024.

Ref: GEM/2023/B/4149432 dated 31/10/2023.

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
1	2	3	4

(Enclose necessary documentary proof)

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal

Annexure-7
Office Details

(Office Details has to be submitted in Company's Letter Head)

SUB: Selection of Insurer for Group Personal Accident Insurance Policy for Canara Bank Employees for the period of one year from 01/01/2024 to 31/12/2024.

Ref: GEM/2023/B/4149432 dated 31/10/2023.

Sl. No.	Name of the Office	Address and Telephone No's	E-mail ID of office	Number of Employees under the Jurisdiction
1.	Bengaluru			
2.	Others (specify)			

Date :

Place :

Signature with seal:

Name :

Designation :

Annexure-8
Scope of Work

SUB: Selection of Insurer for Group Personal Accident Insurance Policy for Canara Bank Employees for the period of one year from 01/01/2024 to 31/12/2024

Ref: GEM/2023/B/4149432 dated 31/10/2023.

POLICY DETAILS

Benefits	Total Sum Insured (Rs.)	Bidder Compliance (Yes/No)
Accidental Death	100% of Capital Sum Insured (CSI)	
Permanent Total Disability (PTD)	150% of Capital Sum Insured (CSI)	
Permanent Partial Disability (PPD)	(As per the Table given below)	
Temporary Total Disability, Temporary partial disability.	Rs.5000/- per week for up to 104 weeks.	
<u>Dependent Child Education:</u> Benefit Amount Payable per year per child Number of Years Payable Number of children Payable	Amount payable per year per child: Rs.10,000/- per child below age of 19 years. Number of years payable: 1 year Number of children payable: 2 children.	
Medical Expenses	Per event / per person upto 10% of Capital Sum Insured (CSI)	
Ambulance Charges	Max INR 3000 per case.	
Body Repatriation Cost	Max INR 15000 per case	
Terrorism Naxalite/Militant Activities to be covered	As per Sum Insured	
Death due to Animal Bite/Insect Bite/Snake Bite to be covered	As per Sum Insured	

Services on duty with any armed force (Territorial Army)	As per Sum Insured	
Cremation Charges	Max INR 5000 per case	
Carriage of Dead Body	Max INR 5000 per case	
Family Transportation expenses in case of Accidental Death	Max INR 5000 per case	

A. Permanent Partial Disability - If an employee meets with an accidental bodily injury during the policy period that causes permanent partial disability within 12 months, the insurance company will pay the percentage of sum assured shown in the table below:

Permanent Partial Disability	Amount Payable of Percentage of CSI
An arm at the shoulder joint	70
An arm above the elbow joint	65
An arm beneath the elbow joint	60
A hand at the wrist	55
A thumb	20
An Index finger	10
An other finger	5
A leg above the mid thigh	70
A leg upto mid thigh	60
A leg upto beneath the knee	50
A leg upto mid calf	45
A foot at the ankle	40
A large toe	5
Any other toe	2
An eye	50
Hearing of one ear	30
Hearing of both ears	75
Sense of smell	10
Sense of taste	5

B. Other Terms and Conditions under Group Personal Accident Policy

Sl. No.	Description	Bidder Compliance (Yes/No)
1.	Group Personal Accident Insurance Policy to be offered for a period of One year (Period from 01/01/2024 to 31/12/2024).	
2.	The insurance cover will be valid for a period of one-year subject to renewal thereof; the policy will be for existing as well as new employees of Canara Bank. It should also cover all its employees at any given point of time.	
3.	The minimum and maximum age of the employees will be 18 years and 60 years (up to the last day of month of superannuation) respectively.	
4.	The claim in case of a newly appointed recruit should not be rejected merely on the ground that addition intimation was missed out to the insurance company when there is a sufficient CD balance maintained by the insured.	
5.	All addition and deletion will be done on monthly basis and Bank has to maintain the CD Account for the coverage since the joining of the employee.	
6.	All claims where accident has occurred within the policy period and Accidental death/ PTD/ PPD has occurred within the policy period or after the expiry of the policy, but within twelve calendar months from the date of accident shall be entertained by the insurance company.	
7.	Payment of premium amount in respect of insured personnel shall be made by the Bank on a yearly basis.	
8.	All the documents being in order, the Insurance Company will settle the claim within 15 working days from the date of receipt of documents. In case of unexplained delay of beyond 30 working days, the Insurance Company shall pay interest @2% above the prevailing Bank Rate from the date of claim, on the claim amount.	
9.	The nominee(s) of Provident Fund or NPS as per the Bank record would be thenominee for the concerned employee under the scheme. If nominee is not available, then settlement shall be done to the nominee of gratuity as per Bank records. If there is no nomination as per Bank records (PF, NPS, Gratuity); the claim shall be settled to legal heirs.	
10.	The selected bidder should release the payment of claim to the claimant throughthe Bank on submission of attested copy of death certificate and claim form along with postmortem report, FIR.	
11.	Dedicated Helpline Number/s or SPOC Support on call to be provided for any query from the employee.	
12.	The Policy should be a worldwide cover and it should be 24*7 cover	
13.	The Policy must have the provision for the enhancement of sum insurance during the course of the policy period.	
14.	The Aggregate limit on claim settlement for a single incident should not be applied.	
15.	The policy should allow the insurer to report/intimate/submission of claim for 1 year period from the date of incident and no claim can be rejected on account of delay on intimation of claims or submission of claim documents.	



16.	In the event of claim, all the claims settlement should take place directly to the centralized bank account to the M/s Canara Bank.			
17.	The Premium quotation should be submitted as per the following plan:			
	Category	Number of Employees	For death	
			Proposed coverage	
	Sum Insured			
	Subordinate cadre	10,549	3,50,000/-	3,69,21,50,000/-
	Clerks/Special Assistants	20,018	5,00,000/-	10,00,90,00,000/-
	Officers in Scale I	28,476	6,50,000/-	18,50,94,00,000/-
	Officers in Scale II	13,555	8,50,000/-	11,52,17,50,000/-
	Officers in Scale III	7,454	10,50,000/-	7,82,67,00,000/-
	Exes. In Scale IV	2,833	12,00,000/-	3,39,96,00,000/-
	Exes. In Scale V	521	14,50,000/-	75,54,50,000/-
	Exes. in Scale-VI	174	17,00,000/-	29,58,00,000/-
	Exes. In Scale VII	58	22,00,000/-	12,76,00,000/-
	Executives in Scale-VIII	13	22,00,000/-	2,86,00,000/-
	ED/ CVO	5	35,00,000/-	1,75,00,000/-
MD & CEO	1	35,00,000/-	35,00,000/-	
Total	83,657		56,18,70,50,000	
18.	Only one tender per bidder (insurer) will be accepted. Pre-bid queries will be accepted from one office per organization.			
20.	The data of the number of employees may vary slightly at the time of placement of business and Insurance Company must consider the Bank's updated list at the time of inception of risk cover by the L1 Bidder.			

We comply with the above Scope of Work, Non-compliance to any of the scope of work will lead to disqualification of the bidder in Technical proposal.

Date:

Signature with seal

Name:

Designation :

Annexure-9
Compliance Statement
[On Firm's / Company's letter head]

SUB: Selection of Insurer for Group Personal Accident Insurance Policy for Canara Bank Employees for the period of one year from 01/01/2024 to 31/12/2024

Ref: GEM/2023/B/4149432 dated 31/10/2023.

DECLARATION

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

Description	(Yes / No)	Remarks / Deviations
Compliance to Terms and Conditions		
Compliance to Scope of Work of the subject RFP		

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

Date

Signature with seal

Name:

Designation:

Annexure-10
Undertaking Letter
[On Firm's / Company's letter head]

SUB: Selection of Insurer for Group Personal Accident Insurance Policy for Canara Bank Employees for the period of one year from 01/01/2024 to 31/12/2024

Ref: GEM/2023/B/4149432 dated 31/10/2023.

- a. We also confirm that we have quoted the services with GST only.
- b. We also confirm that in case of invocation of any Bank Guarantees submitted to the Bank, we will pay applicable GST on Bank Guarantee amount.
- c. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.
- d. We hereby confirm to undertake the ownership of the subject RFP even in case third party is also involved in project execution either fully or partially.
- e. We also confirm that we have not changed the format of BOM.

Date:

Signature with seal

Name:

Designation:

Annexure-11
Escalation Matrix
[On Firm's / Company's letter head]

SUB: Selection of Insurer for Group Personal Accident Insurance Policy for Canara Bank Employees for the period of one year from 01/01/2024 to 31/12/2024

Ref: GEM/2023/B/4149432 dated 31/10/2023.

Name of the Bidder Firm:

Service-Related Issues:

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 recd in 24 Hours)					
d.		Country Head (If response not recd in 48 Hours)					

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

Date:

Signature with seal

Name:

Designation:

Annexure-12
Bill of Material

SUB: Selection of Insurer for Group Personal Accident Insurance Policy for Canara Bank Employees for the period of one year from 01/01/2024 to 31/12/2024

Ref: GEM/2023/B/4149432 dated 31/10/2023.

<u>Notes</u>	
1. These details should be on the letterhead of Bidder and each & every page should be signed by an Authorized Signatory with Name and Seal of the Company.	
2. The base location for the project execution would be Bangalore.	
3. The consultant will have to work as per the timings of the Bank.	
4. Please be guided by RFP terms, subsequent amendments and replies to pre-bid queries (if any) while quoting.	
5. Do not change the structure of the format nor add any extra items.	
6. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.	

Table - A
Price Details

[Amount in Rupees]

Sum Insured*	Premium rate per mille	Premium Amount (excl. of Tax)	Tax %	Tax Amount for column C	Total Premium (inclusive of taxes)
A	B	C=A*B	D	E=C*D	F=C+E
56,18,51,50,000/-					

*The Sum Insured Amount may vary as per the addition/deletion of the number of employees during the policy period.

Undertaking

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

Date

Signature with seal

Name:

Designation:

Appendix -A

Instructions to be noted while preparing/submitted Technical Proposal

All the Annexures should be submitted in Bidder's Letter Head with seal and signature of the authorized signatory.

- 1) Power of Attorney / Authorization letter signed by the Competent Authority with the seal of the Bidder's company / firm in the name of the person signing the bid documents with supporting documents.
- 2) Bid Covering letter as per Annexure-1.
- 3) Compliance to Pre-Qualification Criteria declaration as per Annexure-2 with documentary proof in support of the Qualification Criteria.
- 4) Bidder's Profile as per Annexure-3.
- 5) Make in India Certificate as per Annexure-4.
- 6) Non-Disclosure Agreement as per Annexure-5.
- 7) List of major customers and References as per Annexure-6.
- 8) Office details as per Annexure-7.
- 9) Compliance to the Scope of Work as per Annexure-8.
- 10) Compliance Statement as per Annexure-9.
- 11) Undertaking Letter as per Annexure-10.
- 12) Escalation Matrix as per Annexure-11.
- 13) Masked bill of Material as per Annexure-12.

Appendix-B

Instructions to be noted while preparing/submitting Commercial Proposal

All the Annexures should be submitted in Bidder's Letter Head with seal and signature of the authorized signatory.

1. Bill of Material as per Annexure-12.

Appendix-C
Authorization Letter Format

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

Ref No:

Date:

The Deputy General Manager,
Canara Bank,
Centralized Procurement & Vendor Management Vertical,
Department of Information and Technology,
Naveen Complex, 14 M G Road,
Bengaluru - 560 001Karnataka

Dear Sir,

SUB: Selection of Insurer for Group Personal Accident Insurance Policy for Canara Bank Employees for the period of one year from 01/01/2024 to 31/12/2024

Ref: GEM/2023/B/4149432 dated 31/10/2023.

This has reference to your above RFP.

Mr./Miss/Mrs. _____ is hereby authorized to attend the bid opening of the above RFP on _____ on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name & Designation of Authorizing Authority

NOTE: This Authorization letter is to be carried in person at the time of Bid Opening

Appendix-D
DRAFT CONTRACT AGREEMENT

CONTRACT AGREEMENT FOR.....

THIS AGREEMENT (the Agreement) executed at Bengaluru on day of 2023.

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, Bengaluru - 560002 in India, represented by the Authorised Signatory of its Information Technology Wing, Mr., (Designation) , (hereinafter referred to as "PURCHASER") which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns and successors) of the **ONE PART**

AND

M/s, a Company/Firm constituted and registered under the provisions of the Companies Act 1956 having its Registered Office at represented by the Authorized Signatory, Mr..... (Designation) (hereinafter referred to as "Vendor /service provider" which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its administrators, successors and assigns) of the **OTHER PART**:

The Purchaser and Vendor/service provider are hereinafter collectively referred to as "Parties".

WHEREAS the Purchaser invited Bids for Products/Services VIZ, (Brief description of product/service/solutions) and has accepted the Bid by the Vendor/service provider for (Full description of product/service/solutions) for the sum of Rs..... (Rupees only) exclusive of GST (herein after called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITION AND INTERPRETATION

- 1.1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the terms and conditions of RFP/RFQ/EOI/ Amendments/ LOI/ Purchase Order referred to.
- 1.2. Reference to a "Business day" shall be construed as reference to a day (other than a Sunday, second or fourth Saturday) on which banks in the State are generally open for business;
- 1.3. any reference to a month shall mean a reference to a calendar month as per the Gregorian calendar;

- 1.4. In this Agreement, unless the context otherwise requires:
- 1.4.1. words of any gender are deemed to include the other gender;
 - 1.4.2. words using the singular or plural number also include the plural or singular number, respectively;
 - 1.4.3. the terms “hereof”, “herein”, “hereby”, “hereto” and any derivative or similar words refer to this entire Agreement;
 - 1.4.4. headings, sub-headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
 - 1.4.5. reference to any legislation or law or to any provision thereof shall include references to any such legislation or law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
 - 1.4.6. any term or expression used, but not defined herein, shall have the same meaning assigned thereto under the RFP;
 - 1.4.7. references to the word “include” or “including” shall be construed without limitation;
2. The RFP/RFQ/EOI Document/ Bid No/PO No dated as amended from time to time and this Agreement, and the other related documents shall be deemed to form and be read and construed as part of this Agreement, which, inter alia, includes
- a) The Bid Form and the Price Schedule submitted by the Bidder.
 - b) The Bill of Material.
 - c) The Technical & Functional Specifications;
 - d) The Terms and Conditions of the Contract;
 - e) The Purchaser’s Letter of Intent/Notification of Award;
 - f) Schedule of Dates, Amounts etc.,
 - g) All pre bid clarifications/mail communications shared with the bidder during the processing of this bid.

All the above are collectively referred to as “the Transaction Documents” forming an integral part of the Contract are to be taken as mutually explanatory to one another. Detailed site orders as and when released shall form an integral part of this contract. However, in case of conflict between the Clauses of the Contract and Schedules appended to the Contract, provisions of the Clauses of the Contract shall prevail.

3. SCOPE OF WORK:

The scope of work shall be as Per RFP/RFQ/EOI Document/ Bid No/PO No dated which as been included as Schedule I to this Agreement

4. TERM OF THE CONTRACT:

The contract shall be effective from _____ for a period of ____ years. The Contract shall be valid for the full duration till completion of all contractual obligations by the Vendor/Service Provider and PURCHASER for the current orders or further orders to be released by Vendor/ Service Provider as per the terms and conditions in this contract.

5. PAYMENT TERMS:

The payment terms shall be as specified in the RFP/RFQ/EOI Document/ Bid No/PO No dated

6. PENALTIES/LIQUIDATED DAMAGES

As Per RFP/RFQ/EOI Document/ Bid No/PO No dated

7. SECURITY DEPOSIT / PERFORMANCE OF BANK GUARANTEE:

The Vendor/Service Provider shall submit Security Deposit/Performance Bank Guarantee as specified in the RFP/RFQ/EOI Document/ Bid No/PO No dated

8. ASSIGNMENT:

8.1. VENDOR/ SERVICE PROVIDER shall not assign to any one, in whole or in part, it's obligations to perform under the Contract, except with the BANK's prior written consent.

8.2. If the BANK undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the VENDOR/ SERVICE PROVIDER under this Contract.

9. SUB-CONTRACTING:

9.1. 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.

9.2. 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.

10. SERVICE LEVELS:

During the term of the contract, the vendor shall maintain the Service Levels as detailed in Schedule II. In case the vendor fails to maintain the Service Levels, Liquidated damages as detailed in clause __ shall be imposed on the Vendor/Service provider.

11. ORDER CANCELLATION/TERMINATION OF CONTRACT:

11.1. 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:

- 11.1.1. Delay in delivery beyond the specified period for delivery.
 - 11.1.2. Serious discrepancies noted in the items delivered.
 - 11.1.3. Breaches in the terms and conditions of the Order.
 - 11.1.4. Non submission of acceptance of order within 7 days of order.
 - 11.1.5. Excessive delay in execution of order placed by the Bank.
 - 11.1.6. The Vendor/Service Provider commits a breach of any of the terms and conditions of the bid.
 - 11.1.7. The Vendor/Service Provider goes in to liquidation voluntarily or otherwise.
 - 11.1.8. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
 - 11.1.9. The progress made by the Vendor/Service Provider is found to be unsatisfactory.
 - 11.1.10. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- 11.2. Bank shall serve the notice of termination to the Vendor/Service Provider at least 30 days prior, of its intention to terminate services.
- 11.3. 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.
- 11.4. 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.

- 11.5. 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.
- 11.6. 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.
- 11.7. Notwithstanding anything contained hereinabove, the Bank may terminate this contract by giving a 30 days' notice without assigning any cause.
- 11.8. 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.
- 11.9. 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.

12. Exit Management

12.1. Exit Management Plan

- 12.1.1. Vendor/Service Provider shall submit a structured & detailed Exit Management plan along with Training and Knowledge transfer for its exit initiated by the Bank.
- 12.1.2. Vendor/Service Provider shall update the Transition and Exit management on half yearly basis or earlier in case of major changes during the entire contract duration. The plan and the format shall be discussed and approved by the Bank.
- 12.1.3. The exit Management plan shall deal with the following aspects but not limited to of exit management in relation to the Service Level as a whole and in relation to in scope applications, interfaces, infrastructure and network and the scope of work.
 - 12.1.3.1. A detailed program of the transfer process that could be used in conjunction with a replacement vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer.

- 12.1.3.2. Plans for provision of contingent support to the Project and replacement Vendor/Service Provider for a reasonable period (minimum three month and maximum as per mutual agreement) after transfer or as decided by Canara Bank.
- 12.1.3.3. Plans for training of the Replacement Service Provider/Canara Bank staff to run the operations of the project. This training plan along with the training delivery schedule should be approved by Canara Bank. The delivery of training along with handholding support and getting the sign off on the same would be the responsibility of Vendor/Service provider.
- 12.1.4. At the end of the contract period or during the contract period, if any other Service Provider is identified or selected for providing services related to Vendor/Service Provider scope of work, they shall ensure that a proper and satisfactory handover is made to the replacement Service Provider.
- 12.1.5. All risk during transition stage shall be properly documented by Vendor/Service Provider and mitigation measures shall be planned to ensure a smooth transition without any service disruption. Vendor/Service Provider must ensure that hardware supplied by them shall not reach end of support products (software/ hardware/service) at time of transition. Vendor/Service Provider shall inform well in advance end of support products (software/hardware/service provider) for the in-scope applications and infrastructure.
- 12.1.6. The transition & exit management period will start minimum six (6) months before the expiration of the contract or as decided by Canara Bank.
- 12.1.7. Vendor/Service Provider will provide shadow support for a minimum of 90 days or as decided by the Bank before the end of termination of notice period or expiry of the contract as applicable at no additional cost to the Bank.
- 12.1.8. In case of termination, the exit management period will start from effective date of termination, or such other date as may be decided by Canara Bank and communicated to Vendor/Service Provider.
- 12.1.9. Vendor/Service Provider must ensure closing off all critical open issues, any audit observation as on date of exit. All other open issues as on date of Exit shall be listed and provided to Canara Bank.
- 12.1.10. Vendor/Service Provider needs to comply with Banks requirements and any statutory or regulatory guidelines during the reverse transition period.

13. INTELLECTUAL PROPERTY RIGHTS:

- 13.1. 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.

13.2. 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:

[a] Procure for BANK the right to continue to use such deliverables;

[b] Replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or

[c] If the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse BANK for any amounts paid to 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.

13.3. 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.

13.4. 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.

14. INDEMNITY:

14.1. 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:

- 14.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by VENDOR/ SERVICE PROVIDER;
 - 14.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by VENDOR/ SERVICE PROVIDER;
 - 14.1.3. 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
- 14.2. 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.
- 14.2.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
 - 14.2.2. The limits specified in above 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.
 - 14.2.3. 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.
- 14.3. VENDOR/ SERVICE PROVIDER's aggregate liability shall be subject to an overall limit of the total Cost of the project.

15. RIGHT TO AUDIT:

- 15.1. The VENDOR has to get itself annually audited by internal/ external empaneled 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.

- 15.2. 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.
- 15.3. 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.

16. Business Continuity Plan

- 16.1. The service provider/vendor shall develop and establish a robust Business Continuity and Management of Disaster Recovery Plan if not already developed and established so as to ensure uninterrupted and continued services to the Bank and to ensure the agreed upon service level.
- 16.2. The service provider/vendor shall periodically test the Business Continuity and Management of Disaster Recovery Plan. The Bank may consider joint testing and recovery exercise with the Service provider/vendor.

17. Corrupt and Fraudulent Practices

- 17.1. Vendor/Service Provider shall at all times observe the highest standard of ethics during the entire contract period.
- 17.2. Vendor/Service Provider shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for Supply, Implementation, Migration and Support of the Solution by the Bank.

18. CONFIDENTIALITY AND NON-DISCLOSURE:

- 18.1. VENDOR/ SERVICE PROVIDER shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. VENDOR/ SERVICE PROVIDER shall suitably defend, indemnify BANK for any loss/damage suffered by BANK on account of and to the extent of any disclosure of the confidential information. VENDOR/ SERVICE PROVIDER shall furnish an undertaking in the prescribed format.
- 18.2. No Media release/public announcement or any other reference to the Contract/RFP or any program there under shall be made without the written consent of the BANK, by photographic, electronic or other means.
- 18.3. Provided that the Confidentiality Clause may not be applied to the data or information which;
- a) Was available in the public domain at the time of such disclosure through no wrongful act on the part of VENDOR/ SERVICE PROVIDER.

- b) Is received by VENDOR/ SERVICE PROVIDER without the breach of this Agreement.
- c) Is required by law or regulatory compliance to disclose to any third person.
- d) Is explicitly approved for release by written authorization of the Bank.

18.4. Service Provider to ensure confidentiality of customer data and shall be liable in case of any breach of security and leakage of confidential customer related information.

THESE CONFIDENTIALITY OBLIGATIONS SHALL SURVIVE THE TERMINATION OF THIS CONTRACT AND THE VENDOR/ SERVICE PROVIDER SHALL BE BOUND BY THE SAID OBLIGATIONS.

19. FORCE MAJEURE:

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

20. SOCIAL MEDIA POLICY:

- 20.1. No person of the Bank or the Vendor/Service Provider and third parties shall violate the Social Media Policy of the Bank.
- 20.2. 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:

- (i) Non-adherence to the standards/guidelines in relation to Social Media Policy issued by the Bank from time to time.
- (ii) 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.
- (iii) Any unauthorized use or disclosure of Bank's confidential information or data.
- (iv) 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.

21. Hiring of Bank staff or ex-staff

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

22. Adherence to Banks IS Security/Cyber Security policies

- 22.1. Vendor/Service Provider shall comply with Bank's various policies like Information Security policy and Cyber Security Policy, Internet Policy, Information System Audit Policy, E-Mail policy and Guidelines.
- 22.2. In case of any security incident including but not limited to data breaches, denial of service, service unavailability, etc., the vendor/Service Provider shall immediately report such incident to the Bank.

23. DISPUTE RESOLUTION MECHANISM:

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

24. GOVERNING LAWS AND JURISDICTION OF THE COURT:

All disputes and controversies between Bank and VENDOR/ SERVICE PROVIDER shall be subject to the exclusive jurisdiction of the courts in Bengaluru and the parties agree

to submit themselves to the jurisdiction of such court as this Contract shall be governed by the laws of India.

25. NOTICES:

Any notice or other communication required or permitted by this Contract shall be in writing, in English, delivered by certified or registered mail, return receipt requested, postage prepaid and addressed as follows or to such other address as may be designated by notice being effective on the date received or, if mailed as set above:

26. AMENDMENTS TO CONTRACT:

The terms and conditions of this Agreement may be modified by Parties by mutual agreement from time to time. No variation of or amendment to or waiver of any of the terms of this Agreement shall be effective and binding on the Parties unless evidenced in writing and signed by or on behalf of each of the Parties.

27. Conflict of Interest

27.1. 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.

27.2. 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.

27.3. 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.

28. GENERAL CONDITIONS TO CONTRACT:

28.1. The vendor/Service provider shall during the validity of this contract, provide access to all data, books, records, information, logs, alerts and business premises relevant to the service provided under this agreement to the Bank.

28.2. Vendor/Service Provider shall adhere to RBI guidelines for storage of data in India as per regulatory requirements, also to provide complete details of data captured, processed and stored, maintain confidentiality of the bank's and its customer's data and report same to the bank, Vendor/Service Provider shall be liable to bank for any event for security breach and leakage of data/information

28.3. Vendor/Service Provider shall abide/comply to RBI Latest guidelines on IT Outsourcing Policy in dealing with bank

28.4. No forbearance, indulgence, relaxation or inaction by any Party [BANK or VENDOR/ SERVICE PROVIDER] at any time to require the performance of any provision of Contract shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of Contract.

- 28.5. No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of Contract shall be construed as a waiver of any right under or arising out of Contract or an acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Contract.
- 28.6. All remedies of either BANK or VENDOR/ SERVICE PROVIDER under the Contract whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative and not alternative may be enforced successively or concurrently.
- 28.7. If any provision of Contract or the application thereof to any person or Party [BANK/ VENDOR/ SERVICE PROVIDER] is or becomes invalid or unenforceable or prohibited by law to any extent, this Contract shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the Contract shall be valid and binding as though such provision had not been included. Further, the Parties [BANK and VENDOR/ SERVICE PROVIDER] shall endeavor to replace such invalid, unenforceable or illegal provision by one that is valid, enforceable, and legal and achieve substantially the same economic effect as the provision sought to be replaced.
- 28.8. None of the provisions of Contract shall be deemed to constitute a partnership between the Parties [BANK and VENDOR/ SERVICE PROVIDER] and neither Party [BANK nor VENDOR/ SERVICE PROVIDER] shall have any right or authority to bind the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.
- 28.9. Contract shall not be intended and shall not be construed to confer on any person other than the Parties [BANK and VENDOR/ SERVICE PROVIDER] hereto, any rights or remedies herein.
- 28.10. Contract shall be executed in English language in 1 (one) original, the BANK receiving the duly signed original and VENDOR/ SERVICE PROVIDER receiving the duly attested photocopy. Non-disclosure Contract (NDA) will have to be executed with the BANK as per the format prescribed by the Bank.

If to BANK:

Registered Office Address: Canara Bank Head Office (Annex),
Centralized Procurement and Vendor Management Vertical,
Information Technology Wing,
#14, M G Road, Naveen Complex,
Bengaluru -560001

Designated Contact Person: (Designation)

Phone: 080-25599244

Email: hoditvmg@canarabank.com

If to VENDOR/ SERVICE PROVIDER:

Registered Office Address:

Designated Contact Person: Sri. _____ (_____)

Phone: +91-_____

Email: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first herein above written.

Signature:
Name:
Designation:
For & on behalf of:
(BANK)

Signature:
Name:
Designation:
For & on behalf of
(VENDOR/ SERVICE PROVIDER)

In the presence of:

In the presence of:

Signature: 1:
Name:
Designation:

Signature: 1:
Name:
Designation:

Signature: 2:

Signature: 2:

Name:
Designation
Designation:

Name:
Designation
Designation: