



REQUEST FOR PROPOSAL

(Notice Inviting Tender)

RFP NO. HO/GAW/SC/ACSFB/J2311/099

FOR SUPPLY, INSTALLATION, INTEGRATION (WITH EXISTING) & CAMC OF NEW (ADDITIONAL) ACCESS CONTROL SYSTEM / FLAP BARRIER GATES.

**AT CANARA BANK HEAD OFFICE PREMISES,
J C ROAD BENGALURU**

NOTICE TYPE : DOMESTIC TENDER NOTICE
AUTHORITY TYPE : PUBLIC SECTOR BANK

ISSUED BY:

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HEAD OFFICE, CANARA BANK
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Signature of Authorised Signatory

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I. NOTICE INVITING TENDER / RFP

1. Canara Bank, (hereinafter the Bank) invites tenders from eligible & experienced Firms / Companies in “TWO BID CONCEPT” through Open Tender for supply, installation & CAMC of new (additional) Access Control System / Flap Barrier Gates and Integration with existing system, at HO: JC ROAD Premises, Bengaluru.
2. The RFP/NIT document may be downloaded from Bank’s website <https://canarabank.com/tenders.aspx>, free of cost

II. SCOPE OF THE WORK

1. The Request for Proposal (RFP)/ Notice Inviting Tender (NIT) is for supply, installation of new (additional) Access Control System / Flap Barrier Gates and Integration with existing system, at HO: JC ROAD Premises, Bengaluru and CAMC of the new system after warranty. The detailed ‘Scope of Work’, is as specified in **Annexue 14**.
2. The details of the specification / quantity / methodology and the requirement for implementation of the project is as specified in **Annexue 15 & 16**.

III. DISCLAIMER

1. The information contained in this RFP/NIT document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of Canara Bank (“Canara Bank/Bank”), is provided to the bidder(s) on the terms and conditions set out in this document and all other terms and conditions subject to which such information is provided. This RFP/NIT 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/NIT document is to provide the Bidders with information to assist the formulation of their bids. This RFP/NIT document 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/NIT document. 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/NIT document.
2. The information contained in the RFP/NIT 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/NIT document or to correct any inaccuracies therein, which may become apparent.

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3. Canara Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP/NIT document and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Bank's Website (www.canarabank.com) and it will become part of this RFP/NIT document
4. Canara Bank reserves the right to reject any or all the request of proposals received in response to this RFP/NIT document at any stage without assigning any reason whatsoever. The decision of Canara Bank shall be final, conclusive and binding on all parties.
5. Canara Bank may, in its absolute discretion, apply any additional criteria it deems appropriate in the selection of the Tenderer, not limited to those selection criteria set out in this NIT/RFP and the Bidders shall be bound by the same.
6. The Bank reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected specified bidder or specified bidders or without any obligation to inform the affected bidder or bidders about the grounds for the Bank's action.
7. Bank shall be under no obligation to act upon the advice rendered by the Selected Bidder. The appointment made by Canara Bank shall be final and binding on all the Bidders.
8. In case, if there is substantial change in the composition of the team of the appointed/selected Bidder handling the assignment which can significantly affect its execution, Canara Bank reserves its right to terminate the agreement without any cost to them and the decision of Canara Bank will be final and binding.
9. During the tenure of engagement of the Tenderer (s), in case Canara Bank at any time consider that the services of Tenderer (s) are in any manner deficient and / or are not being performed to the satisfaction of the Bank in terms of scope of work as set out herein or in the engagement letter or in any agreement that may be executed with them in connection with the assignment, Canara Bank shall have the right to terminate the engagement of such Tenderer (s) without assigning any reason for the same.
10. The Bank shall not be liable for any communication gap, although it will take ample care to communicate to all the concerned well in time.

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11. In order to provide prospective bidders reasonable time to take the amendment into account for preparation of their bid, the Bank may, at its discretion, extend the last date for bid-submission.

12. Further, the Bank reserves the right to scrap the RFP or drop the bidding process at any stage without assigning any reason.

IV. SCHEDULE TO RFP/NIT

1.	RFP/NIT Reference Number	HO/GAW/SC/ACSFB/J2311/099
2.	Date of Issue of Tender	13/12/2023
3.	Name of the Work	Supply, installation, CAMC of new (additional) Access Control System / Flap Barrier Gates and Integration with existing system.
4.	Location of Work	Head Office Building, J C Road at Bengaluru.
5.	Contents of the Tender	Tender Form with General Conditions of Contract & Financial Bid
6.	Pre-bid meeting date	20/12/2023
7.	Last date of submission of Tender	10/01/2024 – 1530 Hrs
8.	Opening of Technical bids	10/01/2024 – 1600 Hrs
9.	Opening of Financial bids	Date & time will be informed to the qualified bidders through e-mail/ letter.

V. DEFINITIONS

a. The definitions in the RFP to be understood subject to exceptions.

1.	Bidder (s) / Tenderer (s) / SecVendor	The word Bidder means any original manufacturer / authorized Supplier or Dealer or AMC provider of any of the Security & Safety or Fire equipment, who will be submitting their tender /bid.
2.	Equipment	The word equipment means any System / Gadget / Components used for installing in the branches / offices etc for the purpose of Access Control., related to the scope of work specified in this RFP or similar solution.
3.	Items:	The items shall be the equipment /(s) including its sub-categories & individual components, unless specified different.
4.	Sec Vendor Services	Installation and support services being offered by the Sec Vendor for all items.
5.	Authorized Signatory	The Official who is authorized to sign the bid / tender on behalf of the company. In the case of Proprietorship – Proprietor itself. In the Case of Partnership – As specified in Para VIII.7 In the Case of Limited Company – As specified in Para VIII.7

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6.	CAMC Comprehensive Annual Maintenance Contract	- After successful installation of new equipment's, integration with old equipment's and commissioning of the system, there shall be a warranty period for 2 years as specified the RFP. The Sec Vendor shall provide CAMC after completion of warranty period as specified in the RFP.
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b. Abbreviations : Following are the major abbreviations used in the RFP/NIT

1.	RFP	Request for Proposal
2.	NIT	Notice Inviting Tender
3.	EMD	Earnest Money Depost
4.	BG	Bank Guarantee
5.	PG	Performance Guarantee
6.	NDA	Non- Disclosure Agreement
7.	CAMC	Comprehensive Annual Maintenance Contract
8.	OEM	Original Equipment Manufacturer
9.	FY	Financial year
10.	AY	Assessment year
11.	FPBACS	Flap barrier based Access Control System
12.	API	Application Programming Interface
13.	SDK	Software Development Kit
14.	HRMS	Human Resources Management System

VI. ELIGIBILITY CRITERIA

1. Tenderer who fulfill the following requirements are only eligible to apply. The Tenderer having well-established facilities in the area along with experience in undertaking such work are eligible to apply.

Sl.	Eligibility Criteria	Documents Required
a.	The Tenderer should have an established office with required technical manpower & Registration under Shops & Establishments Act at Bengaluru on or before 30.11.2023.	A copy of valid registration certificate from respective authorities. (Mandatory)

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b.	The Tenderer should be either registered as proprietary firm/ partnership firm / Pvt Ltd/ Public Ltd Company with existence in business dealing with security / access control equipment's & maintenance for 5 years & above as on 30.11.2023.	A copy of valid registration certificate from respective authorities. (Mandatory).								
c.	The Tenderer must have valid PAN number & GST registration.	Copy of PAN card & GST registration certificate. (Mandatory).								
d.	The Tenderer should have a minimum annual Turnover of Rs. 10,00,000/-, during last three financial years each. (FY 2022-23, 2021-22 & 2020-21).	A Certificate from the Chartered Accountant with CA's registration number with seal & sign along with Copy of the Audited Financial Statement for the following FY. <table border="1"><tr><th>Sl. No.</th><th>Financial Statement for the Year</th></tr><tr><td>1</td><td>FY - 2020-21</td></tr><tr><td>2</td><td>FY - 2021-22</td></tr><tr><td>3</td><td>FY - 2022-23</td></tr></table> (Mandatory).	Sl. No.	Financial Statement for the Year	1	FY - 2020-21	2	FY - 2021-22	3	FY - 2022-23
Sl. No.	Financial Statement for the Year									
1	FY - 2020-21									
2	FY - 2021-22									
3	FY - 2022-23									
e.	The Tenderer should be an Income Tax Assesse and should have submitted IT returns for the last three years.	A copy of IT returns for the Assessment Year, AY 2023-24, AY 2022-23 & AY 2021-22 to be provided. (Mandatory)								
f.	The Tenderer should have successfully completed similar works or should be having similar Maintenance services (CAMC/AMC) at least for one year (Including the date of submission of the Bid) to either of the following; 1. Government Establishments (GEs) or 2. Public Sector Banks (PSBs) or 3. Public Sector Undertakings (PSUs)	Work Order copies and satisfactory completion / performance certificates from clients clearly indicating the cost & nature of work and contract period with year of completion etc. (Mandatory).								
g.	The Tenderer shall not be owned or controlled by any director or employee of the Bank or their relative having the same meaning as assigned under section 2(77) & 6 of the Companies Act 2013.	A declaration / undertaking duly signed and stamped by the Owner/s of the company/ firm/ proprietorship on the Letter head. (Mandatory)								

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h.	The Tenderer shall submit Pre- Bid Contract Integrity Pact Agreement duly filled and signed on non-judicial stamp paper of appropriate value (Rs.200) as per Karnataka State directives.	Pre- Bid Contract Integrity Pact Agreement in non-judicial stamp paper should be duly attached as per Bank's prescribed format – Annexure-5. (Mandatory)
i.	The bidder should not be a blacklisted/debarred company by any Government Department/Financial Institution/ Public sector Units/Scheduled Commercial bank in India.	In this respect, the Bidders shall submit declaration as outlined in Annexure-10 as per Bank's prescribed format on their Company/Firm Letter headed paper duly sealed & signed. (Mandatory)
j.	Should be either OEM or having OEM certification exclusively in the name of Vendor, specifying proper maintenance support during installation, warranty and CAMC.	OEM certification, clearly specifying the RFP Number in the Subject Line or Matter, is required for all make / model quoted in Annexure-16 (Mandatory)
k.	Should have at least 3 Engineers trained by the OEMs to Install /Manager & Maintain systems asked for as per Scope of Work..	Certificate issued by the OEMs in the name of the Engineer as member of Bidder (Mandatory)
l.	The OEM should have a well established service centre in Bangalore	Certificate issued by the OEMs in this regard (Mandatory)
m.	The representative of OEM should be available during installation till commission of the project	Undertaking issued by the OEMs in this regard. OEM shall check the installation and certify the same as per the T & C of the RFP before commissioning. (Mandatory)
n.	The OEM/Tenderer should have mandatorily following certifications. (ISO-27001, CMMI-5)	Shall provide the copy of the same. (Mandatory)
o.	The Products shall be of Make-In-India	A separate certification is required for make / model of all Hardware quoted in Annexure-16 as Make-In-India Products. (Mandatory)

2. The evaluation will also involve inspection of works, buildings/projects under their maintenance upkeep, discussion with the Agency and feedbacks from the clients. The Agency may also be required to furnish additional information, if any, to ensure clarity on deliverables.

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VII. EARNEST MONEY DEPOSIT (EMD)

1. The tender shall be accompanied by earnest money deposit of Rs. Fifty Thousand by way of Demand Draft of a Scheduled Commercial Bank issued in favour of **Canara Bank, payable at Bengaluru**. EMD can also be submitted by way of irrevocable Bank guarantee from scheduled commercial Bank other than Canara Bank valid for 120 days (from last date of submission) with claim period of 60 days in the format prescribed by the Bank.
2. EMD shall be submitted with the Technical bid only and should be kept along with cover containing the Technical bids. ***Submission of EMD in the form of fixed deposit or in any other form (except DD or BG) is not acceptable and tenders with such EMD shall be rejected.***
3. No interest shall be allowed on the Earnest Money Deposit (EMD).
4. Tenders without EMD except where a valid exemption exists shall be summarily rejected.
5. If any firm is exempted by the Govt Authorities with regard to registration with NSIC/ MSME etc, copy of these sanctions issued by such authority in the name of the firm shall be enclosed. In case any financial limit is specified in the sanction, the Firm shall submit an undertaking that the sanction is still valid as the limit is not exhausted. Irrespective of exemption with regard to registration with NSIC/MSME, etc. granted by Govt. Authorities, successful bidder has to submit Performance Guarantee.
6. The EMD shall be released/ returned to all the bidders except successful bidders after finalization of the selection process. ***In case of successful bidders the EMD shall be released after receipt of requisite Performance Guarantee. In case of un-successful bidders, EMD shall be returned to any representative from the firm on production of authority letter & Receipt in Company Letter Head, Authorized by Signatory Specified in the Bid Document. Proper receipt in letter head signed by the Authorized Signatory & specifying the authorization letter shall be enclosed with such authorization letter.***
7. The EMD submitted to the Bank may be invoked and amount forfeited in case the bidder backs out from the Bids made by it after being declared as successful Sec Vendor.

VIII. GENERAL TERMS & CONDITIONS

1. Introduction

- a. All documents attached with this RFP i.e from pages 1 to 66 only, including the specifications are sacrosanct for considering any Bid as complete Bid. It is therefore important that Tender Acceptance Letter (***Annexure 1***) which is a written undertaking that all the terms and condition of the RFP are understood and

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- accepted, should be signed and submitted along with the Bid.
- b. The Bid must be submitted along with methodology of support to meet the requirements, change management, staffing plan, repairing facilities, repairing mechanism, maintenance strategy, support mechanism and all documents as specified in the RFP.
 - c. Incomplete Bids, Bids not conforming fully to RFP requirements or with vague replies will not be considered.
 - d. ***Any conditional bids/applications shall not be considered and will be outrightly rejected in the very first instance.***
 - e. ***Bank will not entertain any claim from any bidders at any stage regarding any rejection as specified above.***

2. Site Inspection

- a. **Tenderers are advised to inspect and examine the site / location and its surroundings and satisfy themselves before submitting their tenders.** The tenderer should specifically note that it is tenderers responsibility to provide all items which are not specifically mentioned in the scope of works, but which are necessary to complete the subject services.
- b. Tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a tender by a Tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done, site details and local conditions and other factors bearing on the execution of the work.

3. Corrupt & Fraudulent Practices

- a. The Bidder shall ensure the compliance of the applicable guidelines issued by Central Vigilance Commission.
- b. As per Central Vigilance Commission (CVC) directives, it is required that Bidders observe the highest standard of ethics during the procurement and execution of contracts.
- c. "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.
- d. "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.
- e. The Bank reserves the right to declare a bidder 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.

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4. Integrity Pact

- a. The bidder has to submit a duly filled Integrity Pact executed on appropriate non-judicial stamp paper of appropriate value as per the format enclosed as **Annexure 5**.
- b. Only those tenderers, who commit themselves to the above pact with the Bank, shall be considered eligible for participating in the tendering process. ***Those bids/tenders without duly executed Integrity Pact on stamp paper of requisite value are liable for rejection.***

5. Indemnity

- a. The bidder agrees to indemnify and keep indemnified, defend and hold harmless the Bank and its officers, directors, employees and agents from and against any and all losses, liabilities, claims, obligations, costs, expenses (including, without litigation, reasonable attorney fees), arising before or after completion of assignment, which result from, arise in connection with or arising out of or in connection with the bidder's breach of any of the terms and conditions, representations, warranties specified in the Agreement/Contract; acts or omissions of, negligence, or misconduct by the bidder; or its professionals, representatives, agents, security analysts, consultants and advisors;
- b. The term bidder shall deem to include the bidder, its personnel, employees, consultants, and / or other authorized persons.
- c. Indemnity format is as **Annexure 6**. The same to be duly filled in appropriate non-judicial stamp paper of appropriate value and submitted along with Bid. Stamp paper value to be as per Karnataka State directives and date shall be on or before the date of Tender document submission.

6. Social Media Policy

- a. No person of the bank or the Bidder / Sec Vendor and third parties shall violate the social media policy of the bank. The following acts on the part of personnel of the bank or the Bidder / Sec Vendor 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.
- b. The Selected Bidder shall adhere to the quality standards, regulatory/government directives and guidelines in this regard.

7. Other Important Aspects

- a. All entries in the Bid form should be ***legible and filled*** clearly.
- b. If the space for furnishing information is insufficient, a ***separate sheet duly signed***

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- by the authorized signatory** may be attached.
- c. Amounts quoted in **figure, if any, should be repeated in words** and in case of any discrepancy the amounts stated in words shall prevail.
 - d. **No overwriting or cutting** is permitted. However, the cuttings, if any, in the Technical Bid/Application **must be initialled & sealed (with name)** by the person authorized to sign the bids.
 - e. **No costs** incurred by the applicant in applying, in providing necessary clarifications or attending discussions, conferences or site visits will be reimbursed by the Bank. The specified bidder/s shall bear all the costs associated with the preparation and submission of its bid and Bank will in no case be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.
 - f. **Modification & Withdrawal:** Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No bid will be allowed to be modified after the submission of bid. No bidder shall be allowed to withdraw the bid once submitted.
 - g. **Assignment:** - The Selected Bidder shall not assign or sub contract any of the assignments entrusted to it pursuant to this RFP.
 - h. **No Legal Relationship:** - No binding legal relationship will exist between any of the Bidder(s) and the Bank until execution of a contractual agreement with the successful Bidder.
 - i. **Publicity:** - Any publicity by the bidder in which the name of Canara Bank is to be used should be done only with the explicit written permission of Canara Bank.
 - j. **Business Continuity plan:** - **The Selected Bidder should have a well-defined Business Continuity Plan in place for continuation of the entrusted works in case of an emergency/disaster. A Certificate in this regard shall be submitted to the Bank on regular intervals.**
 - k. **While quoting rates, the tenderers are advised to take into account all factors including any fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract.**
 - l. **Language:** The response prepared by the Bidder /s, as well as all correspondence and documents relating to the Response exchanged by the Bidder /s and the Bank and supporting documents and printed literature shall be in English language only.
 - m. **Formats:** The Bidder/s should strictly use the formats prescribed by the Bank in the NIT/RFP for submitting the bid responses.
 - n. **Currency:** The expression of currency in the bid shall be Indian Rupee (**INR**) only.
 - o. **Authorized Signatory – Partnership Firm:** -If the application/Bid is made by a **partnership firm, it shall be signed by all the partners** of the firm with their full names and current addresses, or by a partner holding the power of attorney for the firm for signing the application, in which case a **notarized copy of the power of attorney** shall accompany the application. A certified copy of the partnership deed, current address of the firm and the full names and current addresses of all the partners of the firm shall also accompany the application.
 - p. **Authorized Signatory – Proprietorship Firm:** -If the application/Bid is made by a Proprietorship firm, it shall be signed by the Proprietor of the firm itself.
 - q. **Authorized Signatory – Limited Company:** If the application/Bid is made by a **limited company**, it shall be signed by a **duly authorized person holding the power of attorney for signing the application (PoA shall be given by the person authorized through Board Resolution), or authority as per Board**

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resolution. However in each such case **a notarized copy of the power of attorney and / or Notarized copy of Board resolution, as the case may be,** shall accompany the application. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work in respective category.

- r. The evaluation will be based on the experience of the bidder in relevant field and their financial capabilities, presence / experience in the local area and may also include inspecting the works carried out by the vendor for which necessary co-ordination shall be made by the vendor.
- s. Decision of the Bank regarding selection / rejection of the final bidder (L1) will be final and binding and no further correspondence will be entertained. The L1 vendors will only be informed by post /email.
- t. If information and details furnished by applicants are found to be false at any time in future or any information withheld, which comes to the notice of the Bank at a later date, the selection of such applicant will be cancelled immediately.
- u. The Bank will not be responsible for the **Bids** received late on account of any reason.
- v. The Bids submitted by the bidders shall be valid for a period of 120 days from the date of opening of tenders. In case any Bidder withdraws his Bid or makes any modification in the terms and conditions, the Bank shall be at liberty to forfeit the EMD submitted by such Bidders.
- w. Bank reserves its right to reject any / or all the applications without assigning any reasons whatsoever. Bank reserves the right to.
 - i) Accept or reject the application either in whole or in part.
 - ii) Reject any or all the applications partially or wholly.
 - iii) Cancel or withdraw this NIT/RFP.
 - iv) Accept or reject any deviation from these conditions.

x. Following aspects shall also be taken care of.

i)	<i>Full name and status of the Authorized Signatory signing the Bid documents must be clearly mentioned in the Bid documents</i>
ii)	<i>The Sec Vendor applying against the subject NIT/RFP are informed that all relevant details with reference to the NIT/RFP stipulations are clearly responded to. In case any of the NIT/RFP stipulations are not clearly stated to/ replied to by any of the firms, no repeat no clarifications will be sought from the concerned firm and its Bid will be rejected out-</i>

IX. TERMS OF CONTRACT

1. General Contractual Terms

- a. The Selected Bidder shall enter into an Agreement with the Bank in the format as shall be prescribed by the Bank within 7 working days of acceptance of the Bid.
- b. If the Sec Vendor fails to perform any of the obligations under the contract and if the Bank is dissatisfied with the services, the Bank shall terminate the services of the Sec Vendor and will forfeit the PG and the Sec Vendor shall move out from all our premises within a period of one month of written notice. Bank should not be held liable for any cost, damage, expenses or any loss whatsoever that the Sec Vendor may suffer on account of termination of the contract. The Sec Vendor is required to

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give 3 months' notice in case he does not want to continue with the contract. However, under such situation, the Bank shall have the right to invoke the PG and the Sec Vendor shall have no claim on it.

- c. The selected Tenderer shall not be allowed to transfer, assign, or sub-contract its rights and liabilities under the contract to any other agency. Nothing herein shall prevent the consolidation of the Parties' with, or its merger into, any other corporation and the Agreement will be binding upon the Parties' respective successors, legal representatives and permitted assigns. If the BANK undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., the Agreement shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Sec Vendor under the Agreement.
- c. The Sec Vendor shall provide the names of their employees to the Bank before their deployment for said project.
- d. Neither the Sec Vendor nor any of the Sec Vendor's Employees will have any claim against the Bank for any liability arising out of any commission/ omissions caused by the Sec Vendor's employees while on duty.
- e. No employee of Canara Bank shall be engaged by the Sec Vendor during the course of carrying out the works.
- f. The Contractor's Employees deployed at Canara Bank Premises anywhere as per terms of this agreement shall always be treated as employees of the Sec Vendor only and will not have any right to seek employment in the services of the Bank. There shall be no relationship whatsoever between the Bank and the Contractor's employees. Sec Vendor shall also make it clear to Contractor's employees that they shall not, under any circumstances, claim any right of employment from Bank and the Sec Vendor shall continue to be their employer.
- g. The Sec Vendor shall observe the strictest confidentiality in respect of all matters relating to the implementation of this tender. All the information under this tender will be treated as confidential and shall not be disclosed to any third party unless otherwise agreed by the non-disclosing party. Nothing in this tender shall however be deemed to prohibit disclosure of any confidential information required under law, under a court order or by any regulatory or governmental authority. The obligation to maintain secrecy shall survive the termination of the agreement.
- h. The Sec Vendor shall agree to notify the Bank within two (2) business days in writing of any discovery by them of any breach or suspected breach of the provisions of this Tender or any loss or unauthorized use, disclosure, acquisition of or access to any Bank's Confidential Information and/or bank's business systems of which the Sec Vendor becomes aware. The Sec Vendor shall promptly take all appropriate or legally required corrective actions, and shall cooperate fully with Bank in all reasonable and lawful efforts to prevent, mitigate or rectify such Data Breach.
- i. Any publicity by the Sec Vendor in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

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- j. All compensation or the other sums of money payable by the selected bidder/Sec Vendor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest if any, arising therefrom, or from any sums which may be due to or may become due to the Sec Vendor by Canara Bank on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deduction or sale as aforesaid, the Sec Vendor shall within 10 days make good of the amount by Cheque / DD or Guarantee Bond of a Scheduled Bank other than Canara Bank in favour of the Sec Vendor or fixed deposit receipt tendered by the Canara Bank (in case of guarantee offered by Scheduled Banks, the amount shall be within the financial limits prescribed by the Reserve Bank of India); any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

2. Compensation For Delay

- a. If the Sec Vendor fails to provide the required service within timeframe given in the work order or there is an un-approved delay in the execution of the work order, Bank at its sole discretion may:
- Cancel the work order and call L2/L3 to award work at L1 rates.
 - Not cancel the work order but award the balance work to the L2 at L1 rates.
 - Go for retendering.
- b. In either of the case the EMD/Security deposit of L1 will be forfeited. The decision of Bank in any such case will be final and binding on the Sec Vendor.
- c. Bank shall have the right to adjust set-off against any sum which may be payable by the Bank to the Sec Vendor under any contract or otherwise.

3. Time and extension for delay

- a. The selected Tenderer shall execute the obligations under the Contract within the time frame stipulated therein.
- b. The Tenderer's obligations shall commence from the day after the date on which the Bank issues written orders/email to commence the work and is to be completed within the time stipulated.
- c. If the Sec Vendor commits default in commencing the execution of the work as aforesaid, the Bank shall without prejudice to any other right or remedy available in law be at liberty to forfeit the earnest money absolutely.

4. Foreclosure of contract:

Any time during the contract, Bank reserves the right to cancel the contract partially or fully, without assigning any reason by serving one-month notice to the Sec Vendor. The Sec Vendor shall have no right to claim any damages from the Bank.

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5. Force majeure.

- a. The selected bidder/Sec Vendor 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 the contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.
- b. For the purpose of this clause, “Force Majeure” shall mean an event beyond the control of the Sec Vendor, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake, floods and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the Sec Vendor, resulting in such a situation.
- c. In the event of any such intervening Force Majeure, the Sec Vendor 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 Sec Vendor 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.
- d. 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 Sec Vendor 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 Sec Vendor.

6. Liquidated Damage

- a. If the Sec Vendor fails to deliver any or all the goods or perform the services within the time period(s) specified in the contract, Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5%(half percent) of the delivered price of the delayed goods or unperformed services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 10%(ten percent) of the delayed goods’ or services’ contract price.
- b. Once the maximum is reached, the Bank may consider termination of the contract, if the same have not been terminated already. Further, during the above mentioned delayed period of supply and/ or performance, the Sec Vendor, notwithstanding any stipulation in the contract for increase in price for any ground, shall not be entitled to any increase in price and cost, whatsoever, which take place during the period of delay. But, nevertheless, the Bank shall be entitled to the benefit any decrease in price and cost on any ground during that period of delay.

7. Payment Terms

- a. No advance amount will be paid to the Selected Tenderer.
- b. The payments shall be done by the Bank after successful commissioning of the project and acceptance by the Bank. However, the invoice shall be submitted along with the PG as specified in the RFP/NIT.

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- c. No Invoice shall be accepted by the Bank, if submitted without acceptance of bank and PG.
- d. Other Terms and conditions which will be specified in the Price Bid Format & Contract will stand valid.
- e. Tax shall be deducted at source (TDS) as per the provisions of the Income Tax Department by the Bank while making payment and a certificate to this effect shall be provided by the Bank.
- f. The final bill shall be submitted by the Sec Vendor within one month of the date of certification for completion of the work and payment shall be made within three months for such of those items and quantities that in the opinion of the Bank are undisputed.

8. Unsatisfactory performance:

If the services rendered by the Sec Vendor are not up to the standard as specified in the RFP/NIT, the same will be brought to the notice of the Sec Vendor with a view to provide the Sec Vendor an opportunity to improve the same in a stipulated period. If no improvement is observed by the Bank during the stipulated period, a penalty equivalent up to 10% (TEN PERCENT) of the billing amount will be levied / deducted. Further, Bank may also terminate the services of the Sec Vendor and forfeit the Performance Guarantee (PG) as per the tender terms and conditions.

9. Dispute Resolution and Jurisdiction / Arbitration

- a. All disputes and differences of any kind whatsoever, arising out of or in connection with the Contract or in discharge of any obligation arising under the 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 issuance 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.

10. Jurisdiction of Court

The courts at Bangalore alone shall have jurisdiction to decide any dispute arising out of or in respect of the contract.

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11. Non-Disclosure Agreement (NDA)

- a. On successful selection, the Tenderer shall abide with the Policies of the Bank and shall sign Non-Disclosure Agreement (NDA) with Bank as part of the Contract. Non-Disclosure Agreement format is enclosed in RFP (Annexure -7).
- b. The NDA has to executed on non judicial stamp paper of the requisite value after duly filling in the required information and submitted along with Contract / Agreement after issuance of work-order.

12. Injury / Damage and Insurance etc.

- a. The Sec Vendor shall be responsible for all injury to the work or workmen, persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract.
- b. The clause shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather.
- c. The Sec Vendor shall indemnify the Bank and hold harmless in respect of any legal actions and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damages under any acts of compensation or damage consequent upon such claim.
- d. The Sec Vendor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties.
- e. The Sec Vendor shall effect the insurance necessary and indemnify the Bank entirely from all responsibility in this respect. The Sec Vendor shall also be responsible for anything, which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.
- f. The Bank shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due or to become due to the Sec Vendor.

X. PERFORMANCE GUARANTEE (PG)

1. The successful **bidder shall** be required to deposit a Performance Guarantee in the form of BG or FD (with lien marked in the name of GM GA Wing) worth 10% of the Invoice value within fifteen days from the date of acceptance of the work after commissioning.

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2. The amount shall be Rounded upto next Ten Thousand from the total value as Performance Security.
3. Failure on the part of the firm to deposit the PG within stipulated time will make the contract Null and Void.
4. The Performance Bank Guarantee should be valid for 90 months from the Date of commencement of contract.
5. Performance Guarantee will be discharged after completion of bidder's performance obligations under the contract.
6. If the bidder fails or neglects any of his obligations under the contract it shall be lawful for the Bank to invoke and forfeit either whole or any part of performance Guarantee furnished by the bidder as compensation for any loss resulting from such failure.
7. The PG shall be invoked and forfeited in case Sec Vendor fails to perform his duties to the satisfaction of the Bank.
8. The Sec Vendor will have to furnish the PG In the form of Fixed Deposit with any branch of Canara Bank with lien marked as specified above

XI. PENALTY

1. In case the Contractor is not able to provide proper support, Penalty clause shall be applicable as per details given below. The penalty will be levied over and above related recoveries if any. This is applicable during warranty as well as CAMC.

S No	Nature of Default Observed/Caused/Reported - etc	Penalty to be imposed
a.	Failure to depute the engineer/ technician within 24 hours from the time of registering of the complaint. This would not include bank holidays	Rs 100 per day
b.	Failure to repair the system or provide proper replacement within 48 hours from the time of registering of the complaint, if the repair is of minor nature and can be carried out at branch. This would not include bank holidays	Rs 200 per day (After first two days till closure of the complaints)
c.	Failure to repair the system at site / or failure to provide replacement system in case of major repairs where system needs to be taken to workshop	Rs 500 per day (After first two days till closure of the complaints)
d.	Non Compliance of any other aspects specified in the Contract	Rs 1000 per day)

2. ***If the services (Warranty Support /CAMC as the case may be) are not provided after 5 Bank working days, or repeated defaulting of above instances by the SecVendor, HO may consider feasibility of imposing further penalty.***
 - i. ***Termination of the Contract and forfeiture the PBGs***
 - ii. ***Black listing from HO / Bank / Letter to IBA***

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3. The Bank reserves, the right to encash/seize the PGs deposited by the SecVendors in case any deviation is found in the terms and conditions specified in the RFP/Contract. The Bank shall give the reasons in writing to the SecVendor pointing out the deviations while forfeiting the Performance Guarantee.

XII. EVALUATION PROCESS.:

1. The Bids will be opened by a Board of Officers detailed by the Competent Authority, on the date and time as specified in the RFP/NIT document. The evaluation of the Bids and the award of work will be undertaken within the purview of the “Purchase Preference Policy” & “Make in India Policy” of the Govt. of India.
2. The Technical Bids will be evaluated by the Committee constituted by the Bank, for the purpose. The Committee may or may not call for a presentation by the Sec Vendors, which will include verifying the financial turn-over, registration certificates, legal, financial, statutory, taxation and other associated compliance of contract conditions in addition to the technical presentation / demonstration of items to showcase / prove the compliance of specifications asked for each item / equipment. Credential of all the applications will be examined by our own panel of experts. Their recommendations /decisions will be final and no correspondence /representation will be accepted in this regard. With regard to the technical aspects, committee may contact corresponding OEM also.
3. The Committee, may evaluate/verify the performance of the Bidder/OEM at any of their existing contracts which may include obtaining references /or visiting the clients and the quality of services rendered by the Bidder etc.
4. The Committee or any Team so detailed, may visit the office / premises / repair Infrastructure / workshop/factory etc of the Bidder as well as Service Center of OEM at Bangalore to ascertain the facts being specified in the Bid / Application. The Visit report will be annexed with the Technical Evaluation Report.
5. The Committee may at its discretion ask for presentation / demo of the solutions being offered by the Bidder for assessment of technical as well as qualitative specifications / specialties of each item / product / equipment.
6. Bids / Applications will be evaluated in the following stages:
 - a. *Stage I - Incomplete Bids, i.e. Bids not accompanied by the mandatory documents as mentioned in the NIT/RFP document and EMD shall be rejected.*
 - b. *Stage II - Each Bid will be evaluated against the stipulated minimum eligibility criteria purely based on valid proof / documents submitted. Bids not meeting the eligibility criteria will be rejected.*
 - c. *Stage III - Short-listing of Sec Vendors based on satisfactory feedback from reference sites / past performance.*
 - d. *Stage IV - Finalization of Technical Evaluation and final short listing of suitable bids / selection of Vendors; based on final outcome of above Stages. (Technically Qualified vendors).*
 - e. *Stage V – Opening of Price Bids of Technically Qualified vendors.*
 - f. *Stage VI - Final selection of L1 vendor.*
 - g. *Stage VII –Formal Award of Order and Signing of Contracts.*

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XIII. SUBMISSION OF BID DOCUMENTS:-

1. Response to RFP/NIT

- a. Response to this RFP shall be submitted in an Bid, which shall contain the following information:
 - i. First Sealed Envelope / Technical Bid - Signed copy of the RFP / NIT document by the bidder accepting all the terms and conditions & other documents as specified in **Annexure 12**.
 - ii. Second Sealed Envelope/ Financial Bid - Hard copy of Financial Bid.
 1. The bidders have to submit their Financial Bid/ Price Bid (in their Company Letter Head) in a separate sealed envelope super scribed "Price Bid" in **Annexure 13. Price bid of those Bidders who qualified the Technical Criteria will be only be opened.**
 - a. No separate sheets or any other conditions shall be accepted.
 - b. Only the rates shall be mentioned against each.
 - c. Warranty (On Site) of all items / Equipments shall be for 2 year.
 - d. The CAMC rates once finalized will be valid till completion of the contract.
 2. ***The bidder shall not offer any price quotes / rates of any equipment / item / (C)AMC anywhere in the Technical Bid. However, they can submit copy of previous invoices with regard to documentation of experience, along with the technical bid.***
- b. The Tender document (First sealed envelope and second sealed envelope, as specified above) should be sealed in an envelope super scribed "Application for supply, installation & CAMC & Integration of Access Control System / Flap Barrier Gates at Canara Bank Head office Annexue, LIC Building 113 JC Road, Bengaluru". The tenderer's name and address should also be put on the envelope.
- c. Application forms / Bids duly filled in all respect, along with related copies of testimonials as asked for in the RFP are to be submitted along with required documents, in a sealed envelope, in the tender box of "The Divisional Manager, Premises & Estate Section, General Administration Wing, 112, J C Road, Bangalore", before specified time and date mentioned in the Schedule to RFP/NIT.
- d. **IMPORTANT- Details of each items / make and model number & Quantity of the proposed solution / bundle solution shall be specified clearly in the remark /Make & Model column against each item. However, rates can be shown as a bundle rate against each item. Any Financial Bid submitted without make and model of items shall be out rightly rejected.**

Illustration of Financial Bid Entry

2.	Hardware and Software required for Management of the above systems with MIS.	<p>Software – Godrej IQ-pec Ver 1.0.0.121</p> <p>Hardware – Server with Configuration : Intel i5 13 Gen @ 4.2 GHz, 16GB RAM, 8 TB HDD SATA-II 7200-RPM, NIC, 2GB Nvidia Graphic Card & Win 10 IOT Ent 64 Bit. (HP Model No. XYZ123LKJ)</p> <p>(1 Set of 15" Monitor, Keyboard and mouse of Logitech for Server & Client)</p>	1	1,23,456/-	1,23,456/-
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(The above rate/info shown is only for illustration purpose)

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- e. Late/delayed/Non Submission of Bid as specified in the RFP/NIT shall not be opened and returned in original to the bidder.

2. Pre Bid Queries and Clarification to RFP/NIT

- a. The Tenderer should carefully examine and understand the specifications, terms and conditions of the Tender and may seek clarifications, if required.
- b. The Tenderer in all such cases may seek clarification in writing in a word document (.doc) in the same serial order of that of the Tender by mentioning the relevant page number and clause number of the Tender, as shown below.

Sl No	Page No	Tender Clause No	Tender Clause	Query

- c. The soft copy of the pre-bid queries can be sent by E-Mail to securitycellho@canarabank.com. The Pre-Bid Queries shall reach this email-id latest by 1700 Hrs on the day before scheduled Pre-Bid meeting.
- d. No other oral or written individual consultation shall be entertained.
- e. No queries will be entertained from the Tenderers after the pre-bid meeting.

3. Pre-Bid meeting

- a. A pre-bid meeting of the intending Tenderer will be held as scheduled to clarify any point /doubt raised by them in respect of this Tender / RFP document, on the date as specified in the RFP at **Security Cell -Premises & Estates Section, GA Wing, HO Canara Bank, 112 J C Road Bangalore- 560002.**
- b. No separate communication will be sent for this meeting. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested Tenderers shall be present during the scheduled time.
- c. The Bank will consolidate all the queries and discussions during the pre-bid meeting and the consolidated replies for the queries shall be made available in the pre bid meeting if possible, or in the Bank's website and no individual correspondence shall be made. The replies/clarification of the Bank in response to the queries raised by the Tenderer/ bidder/s, and any other clarification / amendments / corrigendum furnished hereof will become part of the Tender document and it will be binding on the Tenderers. Non-reply to the queries raised by any of the Tenderers shall not be accepted as a valid reason for non-submission of the Tender. In addition, non-reply to any query may not be deemed the version of the Tenderer as reflected in the query has been accepted by the Bank.

-sd-

DIVISIONAL MANAGER
(Security Cell-P& E Section)

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XVI. ANNEXURES

ANNEXURE- 1: TENDER ACCEPTANCE FORM

(LETTER TO THE BANK ON THE BIDDER'S LETTER HEAD)

To
The Divisional Manager
P& E Section, G A Wing
Canara Bank Head Office
112, J C Road, Bangalore

NAME OF WORK: SUPPLY, INSTALLATION, INTEGRATION (WITH EXISTING) & CAMC OF NEW (ADDITIONAL) ACCESS CONTROL SYSTEM / FLAP BARRIER GATES AT CANARA BANK HEAD OFFICE COMPLEX, J C ROAD, BENGALURU.

With reference to your RFP/NIT No. _____
Dated....., we.....having examined the RFP document and understood its contents, hereby submit our Application for the aforesaid project. The Application is unconditional and unqualified.

I/We have read and examined the RFP/NIT. Schedules, Annexures, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, and all other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Canara Bank within the time and in accordance in all respects with the instructions in writing referred to in General Rules and Directions and in Clauses of contract.

I/We agree to keep the tender open for hundred and twenty days from the due date of submission thereof and not to make any modifications in its terms and conditions.

A sum of **Rs.** _____ is hereby forwarded in the form of **DD** of Bank, or BG fromas Earnest Money Deposit. If I/We, fail to commence the work specified I/We agree that the Bank shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by it towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clauses of the tender form. I/We do hereby undertake to submit solvency/Bank Guarantee (BG)/Canara Bank deposit receipts as mentioned in the

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terms and conditions. I/We am/are aware that the security deposit will not bear any interest.

I/We hereby declare that I/We treat the tender documents as secret/confidential documents and shall not communicate information/derived there from to any persons other than a person to whom I/We am / are authorized to communicate the same or use the information in any manner prejudiced to the safety of the state.

I/We fully understand that you are not bound to accept the lowest or any tender you may receive.

Shri._____,**Partner/Proprietor/Director**_____, is the person authorized to negotiate commercial and technical terms and conditions and sign on behalf of the firm any Agreement, Bills and receipts for this work. In case of any change in later stage, we undertake that the same shall be formally intimated to the Bank, without any delay.

I/We agree that should I/We fail to deposit the full amount of security deposit and/or fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the Canara Bank and the same, may at the option of the Canara Bank be recovered without prejudice to any other right or remedy available in law, out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

I/We agree that until a formal agreement on stamp paper is prepared and signed, this tender with your written acceptance thereof shall constitute a binding contract between us.

	<i>Signature</i>
	<i>Name, Designation, Mobile and Email ID of</i>
<i>Seal of the Company& Date</i>	<i>Authorised Signatory</i>

<i>Signature - Witness 1</i>	<i>Name, Designation, Mobile and Email ID of Witness1</i>
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<i>Signature - Witness 2</i>	<i>Name, Designation, Mobile and Email ID of Witness2</i>
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ANNEXURE- 2: COMPANY PROFILE

(ON THE BIDDER'S LETTER HEAD)

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

S No	Item	Details	Document Submitted (Please mention section and page number and highlight the key attribute)
1.	Name of bidder Company		
2.	Constitution of the Company (whether Company / Firm / Proprietary/ Partnership)		
3.	Company Registration Number,		
4.	GSTN		
5.	PAN Number		
6.	Date of incorporation/commencement of Business		
7.	Certificate of incorporation		
8.	Complete mailing address of the Registered office / Corporate office		
9.	Whether MSME (quote registration no. and date of registration, copy to be attached)		
10.	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)		
11.	Whether eligible for Purchase Preference linked with Local Content under Public Procurement (Preference to Make in India) Order 2017, and Notifications issued thereunder? (Form PP-C or PP-D as applicable)		
12.	Office Telephone		
13.	Fax numbers		
14.	Official Email –ID		
15.	Website Address		

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16.	Name of the person authorized to make commitments to the Bank		
17.	-do- designation,		
18.	-do- Authority		
19.	-do- contact number		
20.	-do- Mobile number		
21.	-do- E-mail Address		
22.	Name of the person authorized (alternate contact/ secondary contact) to make commitments to the Bank		
23.	-do- designation,		
24.	-do- contact number		
25.	-do- Mobile number		
26.	-do- E-mail Address		
27.	Beneficiary Bank Details		
28.	Beneficiary Name		
29.	Beneficiary Account Number		
30.	Type of Bank Account (Current/OD/OCC etc.)		
31.	IFSC Code		
32.	Beneficiary Bank Name & Branch address		
33.	Whether any of the family members of Directors / Majority shareholder / Authorized signatory working with the Bank	If yes, please provide details.	
34.	Brief Description about the business profile, client profile and after sales service facilities extended by the Company		
35.	Whether company has been blacklisted for service deficiency in last 5 years. If yes, details thereof.	Yes/No Details (if option is 'Yes')	
36.	Any pending or past litigation (within three years)? If yes please give details	Yes/No Details (if option is 'Yes')	

37. Financial Position of Bidder for the last three financial years.

	2020-21	2021-22	2022-23
Net Profit			
Net Worth			
Turnover			

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38. Registration / Empanelment with Government / Public Sector / Banks / Corporate if any (Copy of valid registration / empanelment copy should be enclosed) (Present Contract)

NAME OF THE ORGANISATION	NUMBER OF PERSONNEL DEPLOYED	VALUE OF WORKS	VALIDITY OF THEIR CONTRACT

39. Details of similar work executed/Assignments undertaken during the last 3 years to meet the Eligibility Criteria as specified in **RFP**.

Sl. No	Name of the Organisation for which the Assignment was undertaken	Address, concerned office and telephone number of the Organisation	Nature of work (in brief)	Location of the assignment	Actual Value of the work	Date of Commencement & Completion	If work left in completed or terminated(furnish reasons)

Note: enclosed supporting documents.

40. Key personnel permanently employed in your organization:

Sl. No	Name	Qualifications	Experience	Particulars of work done	Employed in your firm since	Any other

42. Furnish the names of three responsible clients / persons to whom the major works carried out by the applicant with address and telephone number who will be in a position to certify about the quality as well as past performance of your organization.

NAME OF THE OFFICIAL	ORGANISATION & ADDRESS	EMAIL address of the official	CONTACT NUMBERS

43. Furnish the details of AWARDS, CITATIONS, etc., received in recognition of your services in projects designed / associated

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YEAR	Name of the Award with details	Name of the organization from whom award was received	Name of the project for which such award was received

44. DETAILS OF EMD attached:

S.No	NAME OF BANK (BRANCH) ISSUED	FAVOURING	AMOUNT

45. DECLARATION:

- a. All the information furnished by me / us here above is/are correct to the best of my knowledge and belief.
- b. I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets / ENCLOSURES.
- c. I / We agree that the decision of Bank in selection will be final and binding to me / us.

Seal of the Company& Date

Signature
Name, Designation, Mobile and Email ID of
Authorised Signatory

Seal of the Company/Firm & Date

Signature of Authorised Signatory

ANNEXURE- 3: FORMAT OF AGREEMENT

This agreement made at _____ on this _____ day of the month of _____ in the year **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, Bangalore-560002 represented by, **The Divisional Manager, P & E Section, GA Wing HO Canara Bank,** its duly constituted attorney (hereinafter referred to as Bank) of the ONE PART;

AND

Shri/M/s _____ S/D/o _____ resident of _____

the sole proprietor of **M/s** _____ having office at _____ /the partnership firm represented by its Managing / duly authorised partner, having an administrative / principal office at _____ / a company / body corporate having its registered office at _____

duly represented by its constituted and authorized Managing Director, Shri _____ and (hereinafter called the Contractor) of the other part.

WHEREAS Bank had issued a Request for Proposal (Ref No _____ dated __) herein after termed as 'RFP' for SUPPLY, INSTALLATION, INTEGRATION (WITH EXISTING) & CAMC OF NEW (ADDITIONAL) ACCESS CONTROL SYSTEM / FLAP BARRIER GATES at Head Office J C Road;

WHEREAS the Contractor has submitted his proposal in response to the RFP and Bank has accepted the proposal of the Contractor in this regard;

WHEREAS Bank has issued a Work Order (Ref No _____ dated _____) to the Contractor and he has accepted the same.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz.,
 - (a) The Request for Proposal (Ref No _____ dated _____)
 - (b) Amendments to the RFP, if any;
 - (c) Financial/Price - Bid
 - (d) The Work Order

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3. In consideration of the payments to be made by the Bank to the Contractor the Contractor hereby covenants and agrees with the Bank to construct, complete and perform the assignment in conformity in all respects and subject to all terms and conditions/rules as mentioned in the aforesaid documents which shall form part and parcel of this agreement.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said Contractor, _____ to bank
_____ in the presence of:

**(Authorised Signatory
HO:Canara Bank)**

Name:

Designation:

Email ID:

Mobile No:

**(Authorised Signatory
Contractor)**

Name:

Designation:

Email ID:

Mobile No:

Witness: 1

Name:

Designation:

Email ID:

Mobile No:

Witness: 1

Name:

Designation:

Email ID:

Mobile No:

Witness: 2

Name:

Designation:

Email ID:

Mobile No:

Witness: 2

Name:

Designation:

Email ID:

Mobile No:

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Signature of Authorised Signatory

ANNEXURE- 4: FORMAT FOR BG – PERFORMANCE GUARANTEE

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

To

**The Divisional Manager, Security cell- P& E Section, G A Wing, Canara Bank
Head Office, 112, J C Road, Bangalore.**

WHEREAS (Name and address of M/s _____ (hereinafter referred to as “the CONTRACTOR”) has undertaken to provide SUPPLY, INSTALLATION, INTEGRATION (WITH EXISTING) & CAMC OF NEW (ADDITIONAL) ACCESS CONTROL SYSTEM / FLAP BARRIER GATES (services) at

..... (Description of RFP) as per their Contract dated _____ with you (hereinafter referred to as “the CONTRACT”)

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

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

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

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

We _____ (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs _____ (Rupees _____) an amount equivalent to 3% of the Contract Price against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs _____ (Rupees _____) may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.

Notwithstanding anything to the contrary we agree that your decision as to whether the CONTRACTOR has made any such default or defaults and the amount or amounts to

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which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein

- i. Our liability under this guarantee shall not exceed Rs. _____ (Rupees _____ only)
- ii. This guarantee shall be valid upto _____ and ;
- iii. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at Bengaluru on or before _____ (mention period of the guarantee as found under clause ii. above plus claim period).

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

Dated this _____ day of _____ 2022.

For and on behalf of

_____ BRANCH MANAGER SEAL ADDRESS PLACE

ANNEXURE- 5: PRE-CONTRACT INTEGRITY PACT

PRE CONTRACT INTEGRITY PACT

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

1. GENERAL

This pre-bid contract Agreement (herein after called the Integrity Pact) is made on _____ day of the month _____ 2023 at _____, between, the Canara Bank, a body corporate constituted under Banking Companies (Acquisition and Transfer of Undertakings), Act 1970 having its Head Office at No. 112, J C Road, Bengaluru-560002, with branches spread over India and Abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri. _____ (Designation of the officer) representing _____, of the BUYER, of the FIRST PART

AND

Shri/M/s _____ S/D/o _____ resident of _____

the sole proprietor of **M/s** _____ having office at _____

_____/the partnership firm represented by its Managing / duly authorised partner, having an administrative / principal office at _____

/ a company / body corporate having its registered office at _____

duly represented by its constituted and authorized Managing Director, Shri _____ (hereinafter called the "BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART

- 1.1. WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item)/engage the services and the BIIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is willing to offer/has offered the stores/services and
- 1.2. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICEPROVIDER is a private company/public company/Government undertaking/partnership/LLP/registered export agency/service provider, duly constituted in accordance with the relevant law governing its formation/incorporation/constitution and the BUYER is a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970.
- 1.3. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER has clearly understood that the signing of this agreement is an essential pre-requisite for participation in the bidding process in respect of Stores/Equipment/Items/Services proposed to be procured by the BUYER and also understood that this agreement would be effective from the stage of invitation of bids till the complete execution of the agreement and beyond as provided in clause 13 and the breach of this agreement detected or found at any stage of the procurement process shall result into rejection of the bid and cancellation of contract rendering

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BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER liable for damages and replacement costs incurred by the BUYER.

- 2.** NOW THEREFORE, the BUYER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER agree to enter into this pre-contract integrity agreement, hereinafter referred to as Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful bidder, and it is intended through this agreement to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

- 2.1. Enabling the BUYER to obtain the desired stores/ Equipment/ Work/ Service / Materials at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2. Enabling BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

- 3.1. The BUYER represents that all officials of the BUYER, connected whether directly or indirectly with the procurement process are duty bound by rules and regulations governing their service terms and conditions not to demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 3.2. The BUYER will, during the pre-contract stage, treat all BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDERS alike, and will provide to all BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS the same information and will not provide any such information to any particular BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER which could afford an advantage to the particular BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER in comparison to the other BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDERS.
- 3.3. The BUYER shall report to the appropriate Government Regulators/Authorities any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach, as and when the same is considered necessary to comply with the law in force in this regard.

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- 3.4. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER to the BUYER with the full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDERS

The BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 4.1. The BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the binding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2. The BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the BUYER.
- 4.3. The BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER is the original Manufacturer/Integrator/Authorised government sponsored export entity of the stores/Authorised Service Provider having necessary authorisations, intellectual property rights and approvals from the intellectual property right owners of such materials/services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4. The BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

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- 4.5. The BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6. The BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.
- 4.7. The BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8. The BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

- 5.1. The BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER declares that no Previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Bank, Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 5.2. If the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER makes incorrect Statement on this subject, BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER can be disqualified from the tender/bid process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

- 6.1. Every BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER while submitting Commercial bid, shall deposit an amount as specified in RFP/Tender Documents as Earnest Money/Security, Deposit, with the BUYER through any of the instruments as detailed in the tender documents.
- 6.2. The Earnest Money/Security Deposit shall be valid for a specific period till the complete conclusion of the contractual obligations or for such period as mentioned in RFP/Contract, including warranty period, whichever is later to the complete satisfaction of BUYER.
- 6.3. In the case of successful BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

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- 6.4. No interest shall be payable by the BUYER to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER on Earnest Money/ Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

- 7.1. Any breach of the provisions herein contained by the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/ SELLER / CONTRACTOR/ SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required.
- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/ SELLER / CONTRACTOR/ SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required:-
 - ii. To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.
 - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
 - iv. To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of ____ (Name of the Bank/Financial Institution) while in case of a BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from the BUYER in connection with any other contract such outstanding payment could also be utilised to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER.
 - v. To encash the advance bank guarantee and performance bond/warranty Bond, if furnished by the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.
 - vi. To cancel all or any other contracts with the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER and the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER shall be liable to pay compensation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER.
 - vii. To debar the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - viii. To recover all sums paid in violation of this Pact by BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.

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- ix. In cases where irrecoverable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER, the same shall not be opened.
 - x. Forfeiture of the Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
 - xi. The BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/ SELLER/ CONTRACTOR/S ERVICE PROVIDER. The BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the amount so payable from the money(s) due to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER.
- 7.2. The BUYER will be entitled to take all or any of the actions mentioned at para 7.1(i) to (xi) of this Pact, also in the event of commission by the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 7.3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER/ SELLER/ CONTRACTOR shall be final and conclusive on the BIDDER/ SELLER/ CONTRACTOR. However, the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organisation/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/ SELLER/CONTRACTOR /SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organisation/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT EXTERNAL MONITORS:

- 9.1. The BUYER has appointed two independent External Monitors (hereinafter referred to as Monitors) for this Pact in accordance with the recommendations and guidelines issued by Central Vigilance Commission.
- 9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

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- 9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out of tendering process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities.
- 9.5. As soon as any event or incident of violation of this Pact is noticed by Monitors, or Monitors have reason to believe, a violation of this Pact, they will so inform the Management of the BUYER.
- 9.6. The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project/Procurement documentation of the BUYER including that provided by the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER. The BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFP/Tender is being/has been submitted by BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/ CONTRACTOR with confidentiality.
- 9.7. The BUYER will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties may offer to the Monitors the option to participate in such meetings.
- 9.8. The Monitors will submit a written report to the BUYER at the earliest from the date of reference or intimation to him by the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER and submit proposals for correcting problematic situations.

10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER and the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law and the place of jurisdiction is Bengaluru.

12. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

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Signature of Authorised Signatory

13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later. In case BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at.....on

In order to achieve these goals, the BUYER will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above. Name & details Independent External Monitor (IEM) identified for this Tender/RFP are as under:

- a. Sri. D R S Chaudhary, Rtd. IAS - dilip.chaudhary@gmail.com
b. Sri. Rakesh Jain, IA&AS - rakeshjain18@hotmail.com

BUYER (CANARA BANK)

(Authorised Signatory HO:Canara Bank)

Name:

Designation:

Email ID:

Mobile No:

Witness: 1

Name, Designation

Email ID: Mobile No

Witness: 2

Name, Designation

Email ID: Mobile No

BIDDER (TENDERER)

(Authorised Signatory Tenderer)

Name:

Designation:

Email ID:

Mobile No:

Witness: 1

Name, Designation

Email ID: Mobile No

Witness: 2

Name, Designation

Email ID: Mobile No

Seal of the Company/Firm & Date

Signature of Authorised Signatory

ANNEXURE- 6: INDEMNITY FORMAT

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

THIS DEED OF INDEMNITY executed at (Place) on this day ofmonth of year two thousand and twenty three(**2023**) By.....(herein after called the Contractor) duly represented by proprietor/one of its partners/director Sri, aged.....years, son of Sri.....residing at

.....
.....

In favour of

Canara Bank, a body corporate constituted under the Banking companies (Acquisition and Transfer of undertakings) Act, 1970, having its Head Office, at 112, J.C.Road, Bangalore – 560002.

Whereas the contractor had applied for the tender
.....

Whereas the tender submitted by the contractor for the above mentioned work was accepted by Canara Bank and the work of has been awarded in favor of the contractor vide Ref No.....

And whereas for undertaking the work awarded as per the above noted reference, the contractor has entered into contract with Canara Bank on

Now this Deed Witnesseth that in pursuance of the aforesaid contract **dated**and in consideration of Canara Bank having agreed to make payment on the bills claimed by the contractor herein based on the works completed in respect of the above referred contract, the contractor hereby indemnifies and keep harmless Canara Bank and its officials/staff from time to time and at all times against all actions, prosecutions 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:

- i) The breach, default or non-performance of undertakings, warranties, covenants or obligations by the contractor, non-compliance of safety rules, regulations, instructions by the contractor and mishaps occurring at the site due to faulty work executed by the contractor.
- ii) Any contravention or Noncompliance with any applicable laws, regulations, rules, statutory or legal requirements by the contractor.

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Further, the Contractor indemnifies to protect and save Canara Bank and its officials / staff against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law in respect of the services offered by the contractor.

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

There is no limit to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss of damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.

*Seal of the Firm/ Company &
Date*

*Signature
Name, Designation, Mobile and Email ID of
Authorised Signatory*

Seal of the Company/ Firm & Date

Signature of Authorised Signatory

ANNEXURE- 7: NON-DISCLOSURE AGREEMENT

This agreement (the "**Agreement**") is entered into on this ____ day of ____ 2023 at _____ between; CANARA Bank, a body corporate constituted and functioning under Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 having its Head Office at Bangalore represented by _____ herein (hereinafter called **Disclosing Party or the "Bank"**),

And
Shri/M/s _____ S/D/o _____ resident of _____
the sole proprietor of **M/s** _____ having office at _____ /the partnership firm represented by its Managing / duly authorised partner, having an administrative / principal office at _____
/ a company / body corporate having its registered office at _____

duly represented by its constituted and authorized Managing Director, Shri _____ (hereinafter called the "**Recipient**" or the "**Receiving Party**" or the "**Company**").

The Bank is in possession of certain information defined hereunder as Confidential Information and has agreed to disclose to the Company the Confidential Information on a strictly confidential basis for the purpose of (**mention the purpose for which the information is required to be shared/allowed to be accessed**). During the said process, the Bank may share certain confidential or proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Confidential Information.

(a) For purposes of this Agreement, "**Confidential Information**" means any data or information that is confidential or proprietary to the Bank and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

- (i) Customer name and other information related to customers
- (ii) any marketing strategies, Security strategies / policies, business plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies.
- (iii) Plans for products or services, and customer or supplier lists;
- (iv) Any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- (v) Any footage Video Image / still image, voice or any other form of data related to CCTV & Sensors installed as part of CMS
- (vi) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts,

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databases, inventions, information and trade secrets; and Any other information that should reasonably be recognized as confidential information of the Bank. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information.

(b) The Company acknowledges that the Confidential Information is proprietary to the Bank, has been developed and obtained through great efforts by the Bank and that Bank regards all of its Confidential Information as trade secrets.

(c) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which:

- (i) Was known to the Company prior to receiving the Confidential Information from the Bank;
- (ii) Becomes rightfully known to the Company from a third-party source not known (after diligent inquiry) by the Company to be under an obligation to Bank to maintain confidentiality;
- (iii) Is or becomes publicly available through no fault of the Company;
- (iv) Is or has been independently developed by employees, consultants or agents of the Company without violation of the terms of this Agreement or reference or access to any Confidential Information.

2. Disclosure of Confidential Information.

From time to time, the Bank may disclose Confidential Information to the Company. The Company will:

- (i) Along with its representatives, make use of the Confidential Information solely for the purpose of the Agreement or such other purposes from time to time agreed or consented to by the Bank as evidenced in writing
- (ii) Limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively **“Representatives”**) who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose;
- (iii) Prior to making any disclosure of such Confidential Information as permitted under this Agreement, will ensure that the Representatives are under a prior written obligation to maintain such information confidential and to use such information only for the contemplated purpose;
- (iv) Along with its Representatives use such measures and/or procedures as it uses in relation to its own confidential information and trade secrets to hold and keep in confidence any and all such Confidential information and comply with the terms of this agreement.
- (v) Not disclose any Confidential Information received by it to any third parties.
- (vi) Be solely responsible for any breach of the terms of this Agreement by any of its Representatives and any act or omission by any of its Representatives which would constitute breach of the terms of this Agreement and shall take all reasonable measures to restrain such Representatives from unauthorized disclosure or use of the Confidential Information and that Company acknowledges and agree that Bank shall have right to all its legal remedies directly against Company as if such

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breach is made by the Company itself without proceeding at the first instance against Representatives.

3. Use of Confidential Information.

The Company agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties as mentioned in this agreement and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Bank. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Company hereunder. Title to the Confidential Information will remain solely with the Bank. All use of Confidential Information by the Company shall be for the benefit of the Bank and any modifications and improvements thereof by the Company shall be the sole property of the Bank.

4. Compelled Disclosure of Confidential Information.

Notwithstanding anything in the foregoing to the contrary, the Company may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, summons, discovery request, regulatory request or similar method, provided that the Company promptly notifies, to the extent practicable, the Bank in writing of such demand for disclosure so that the Bank, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. The Company agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Bank with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Bank is unable to obtain or does not seek a protective order and the Company is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

1. **Term:-**This Agreement shall remain in effect for a duration of the Original Agreement plus 10 years. Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

2. **Remedies:-**Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. Therefore, both parties hereby agree that the Bank shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Bank shall be entitled to recover Damages consisting a sum equal to the loss suffered by the Bank including loss of business opportunity, costs of business interruption its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

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3. **Return of Confidential Information:** -Company shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Bank may so request. Alternatively, the Company, with the written consent of the Bank may (or in the case of Notes, at the Company's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Company supervising the destruction.

4. **Notice of Breach:-**The Company shall notify the Bank immediately upon discovery of any unauthorized use or disclosure of Confidential Information by the Company or its Representatives, or any other breach of this Agreement by the Company or its Representatives, and will cooperate with efforts by the Bank to help the Bank regain possession of Confidential Information and prevent its further unauthorized use.

5. No Binding Agreement for Transaction.

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time as per the respective agreement. This Agreement does not create a joint venture or partnership between the parties. If a transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall be deemed to be complementary/supplementary to the provisions of this Agreement and not contrary/derogatory to the provisions of this Agreement to the extent possible.

6. Warranty.

Each party warrants that it has the right to make the disclosures under this Agreement. **NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER.** The parties acknowledge that although they shall each endeavour to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party. Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other party nor to the other party's

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Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this agreement.

7. **Effective Date of the Agreement:** This Agreement shall be effective upon its execution by both the parties.

8. Miscellaneous.

- (i) This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
- (ii) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of India applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws provisions thereof.
- (iii) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- (iv) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.
- (v) Any notices or communications required or permitted to be given hereunder may be delivered by hand against acknowledgement, deposited with a nationally recognized overnight carrier against acknowledgement, electronic-mail, or registered post with acknowledgement, in each case, to the address of the other party first indicated above, or as amended time to time as per provisions in the SLA.
- (vi) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party And any such assignment without consent will be held void ab initio. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.
- (vii) The parties and/or their affiliates of whatsoever nature shall not, in any manner, solicit and/or accept any business from sources that have been made available by and through the parties hereto, nor in any manner shall access, solicit and/or conduct any business with the said sources, without specific permission of the Party who made said sources available. For avoidance of doubt, this restriction shall apply only to business related to the Assignment which is the subject matter of this Agreement and not any other Assignment or business.
- (viii) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

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Signature of Authorised Signatory

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

(CANARA BANK)

(TENDERER)

**(Authorised Signatory
HO:Canara Bank)**

Name:

Designation:

Email ID:

Mobile No:

Witness: 1

Name, Designation

Email ID: Mobile No

Witness: 2

Name, Designation

Email ID: Mobile No

**(Authorised Signatory
Tenderer)**

Name:

Designation:

Email ID:

Mobile No:

Witness: 1

Name, Designation

Email ID: Mobile No

Witness: 2

Name, Designation

Email ID: Mobile No

Seal of the Company/Firm & Date

Signature of Authorised Signatory

ANNEXURE- 8: FORMAT FOR BG - EMD

To
The Divisional Manager
P& E Section, G A Wing
Canara Bank Head Office
112, J C Road, Bangalore

WHEREAS _____(Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated _____ (Date) for the execution of (Name of Contract)_____ (hereinafter called "the Tender") in favour of **CANARA BANK**, _____ hereinafter called the "Beneficiary";

KNOW ALL MEN by these presents that we, _____(name of the issuing Bank), a body corporate constituted under the _____having its Head Office at _____amongst others a branch / office at _____ (hereinafter called "the Bank" are bound unto the Beneficiary for the sum of Rs_____ (Rupees_____only) for which payment well and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents;

THE CONDITIONS of this obligation are:

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

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

Notwithstanding anything contained herein

- i) Our liability under this Bank Guarantee shall not exceed Rs._____ (Rupees _____only)
- ii) This Bank Guarantee is valid up to _____ and
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (mention period of guarantee as found under clause (ii) above plus claim period)

Dated ____ day of _____ 2022
SIGNATURE & SEAL OF THE BANK

Seal of the Company/Firm & Date

Signature of Authorised Signatory

ANNEXURE- 9: CERTIFICATE

(TO BE SUBMITTED ON COMPANY/FIRM LETTER HEAD OF THE BIDDERS WITH SIGNATURE & SEAL OF THE AUTHORISED SIGNATORY OF THE COMPANY/FIRM)

To

The Divisional Manager,
Canara Bank
Security Cell,
Premises and Estate Section,
G A Wing, Head Office,
112 J C Road
Bengaluru – 560 002

Dear Sir,

REF: YOUR RFP/NIT NO: - _____ Dt _____.

This is to certify that we have read the clause regarding restrictions on procurement/services from bidders of countries sharing land border with India as per Ministry of Finance Order (Public Procurement No. 1) dated 23rd July, 2020. Further, it is certified that our company is neither from a country sharing land border with India nor our company is an entity as under:

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

2. Further, it is certified that provisions of paragraph 10 of the above order are not applicable to us in respect of captioned RFP.

Place:

Signature:

Date:

Name & Designation

Company Seal

Seal of the Company/Firm & Date

Signature of Authorised Signatory

ANNEXURE-10: DECLARATION-I

(TO BE SUBMITTED ON COMPANY/FIRM LETTER HEAD OF THE BIDDERS WITH SIGNATURE & SEAL OF THE AUTHORISED SIGNATORY OF THE COMPANY/FIRM)

DECLARATION

I / We hereby declare the following.

- a. No criminal cases/charges is pending with the police against the Proprietor/Firm/Partner or Directors/Partners of our Company.
 - b. The Company has not been blacklisted, banned or delisted or debarred by any Government , Quasi Government Agencies, Public Sector Undertakings or Private Companies anywhere, anytime
 - c. No criminal case is pending with the police against the proposed staff who will be deputed for service in the Branches / ATMs / Office etc.
 - d. No Govt/PSU/PSB/MNC had declared our Companies services / Performance as Poor during the last one year.
2. Should it be observed anytime during the bidding process or during execution of the service/work that I / We have been blacklisted, banned, delisted or debarred by any of the above Agencies, then I / We agree for termination of the contract forthwith and also agree for forfeiture of our Earnest Money Deposit and Security cum Performance Deposit, if any, by Canara Bank, without any recourse.

Dated:

Signature & Name of the Bidder with seal

Seal of the Company/Firm & Date

Signature of Authorised Signatory

ANNEXURE-11: DECLARATION-II

(TO BE SUBMITTED ON COMPANY/FIRM LETTER HEAD OF THE BIDDERS WITH SIGNATURE & SEAL OF THE AUTHORISED SIGNATORY OF THE COMPANY/FIRM)

DECLARATION / UNDERTAKING

1. I / We hereby declare / undertake the following.
 - a. **Mandatory Warranty of all items / Equipment except cables and conduits shall be for 2 year. Warranty will start from the date of installation and making it functional.**
 - b. **Will be providing uninterrupted service as and when required during the two-year warranty period at agreed Terms & conditions.**
 - c. **Will be Installing items with genuine spare parts as per specifications approved by the Bank.**
 - d. **Will be providing CAMC as per the T & C specified in the RFP.**
3. **The Bank shall take penal action, if we violates any of these condition during Warranty or CAMC.**

Dated:

Signature & Name of the Bidder with seal

Seal of the Company/Firm & Date

Signature of Authorised Signatory

ANNEXURE-12: TECHNICAL BID – DOCUMENT REQUIREMENTS

1. ***It is clarified that each Tenderer shall submit only one Bid document (in two bid system) as specified in the RFP.***
2. ***All bidders are required to submit their Technical Bids as under: - (Documents specified here are compulsorily required to be submitted along with the Bid / Application).***

SNo.	Parameters	Bid Ref.	Page No. (From-To)
1.	The copy of RFP with sign & seal of authorized signatory in all pages. <i>(Mandatory).</i>	<i>Flag - 'A'</i>	
2.	EMD as specified in Para VII. <i>(Original - Mandatory); If exempted, copy of Certifications like MSME, SSI, NSIC etc – as per Para VII.5</i>	<i>Flag - 'B'</i>	
3.	Certificate of Registration with Registrar of companies (or) Registrar of Firms (or) letter of Proprietorship (or) Partnership Deed in the case there may be. In case of Ltd. Company, copy of MoU /Article of Association shall also be submitted. – as specified in Para VI.b. <i>(Mandatory).</i>	<i>Flag - 'C'</i>	
4.	Audited Balance Sheet of Last 3 years:- As specified in Para VI.d. <i>(Mandatory).</i>	<i>Flag - 'D'</i>	
5.	PAN No & GST Registration - as specified in Para VI.c <i>(Mandatory).</i>	<i>Flag - 'E'</i>	
6.	Income Tax Return (latest) along with proof of having filed the IT return for the last three financial year - as specified in Para VI.e. <i>(Mandatory).</i>	<i>Flag - 'F'</i>	
7.	Registration under Shops & establishment Act - as specified in Para VI.a. <i>(Mandatory).</i>	<i>Flag - 'G'</i>	
8.	Experience in the field: As asked for in Para VI.f <i>(Mandatory).</i>	<i>Flag - 'H'</i>	
9.	<i>Declaration - Tenderer shall not be owned etc – as specified in Para VI.g. (Mandatory).</i>	<i>Flag - 'I'</i>	
10.	Pre- Bid Contract Integrity Pact Agreement – as specified in Para VI.h / as per Annexure - 5. <i>(Mandatory).</i>	<i>Flag - 'J'</i>	

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Signature of Authorised Signatory

11.	Declaration as per Annexure 10 – as specified in Para VI.i. (Mandatory).	Flag- ‘K’	
12.	OEM Certification as per Annexure 16 – as specified in Para VI.j . (Mandatory).	Flag -‘L’	
13.	OEM Certified Engineers Certificate – as specified in Para VI.k . (Mandatory).	Flag- ‘M’	
14.	OEM Service Center – as specified in Para VI.l . (Mandatory).	Flag- ‘N’	
15.	OEM Service Support – as specified in Para VI.m. (Mandatory).	Flag- ‘O’	
16.	Certifications – as specified in Para VI.n. (Mandatory).	Flag -‘P’	
17.	ANNEXURE-1: TENDER ACCEPTANCE FORM - (Mandatory).	Flag- ‘Q’	
18.	ANNEXURE-2: COMPANY PROFILE - (Mandatory).	Flag- ‘R’	
19.	ANNEXURE-6: INDEMNITY FORMAT- (Mandatory).	Flag -‘S’	
20.	ANNEXURE-9: CERTIFICATE - (Mandatory).	Flag-‘T’	
21.	ANNEXURE-11: DECLARATION-II - (Mandatory).	Flag- ‘U’	
22.	ANNEXURE-16: OFFERED SOLUTION & METHODOLOGY -(Mandatory).	Flag -‘V’	
23.	Details of Authorized Signatory – as specified in Para VIII.7 . (Mandatory).	Flag -‘W’	
24.	Make in India: As asked for in Para VI.o (Mandatory).	Flag -‘X’	

Note:- The above list is not exhaustive. The Bidder may go through each and every clause specified in the RFP/NIT document and should submit all required as well as supporting documents, failing which the application may be rejected during screening of Bid Documents.

Seal of the Company/ Firm & Date

Signature of Authorised Signatory

ANNEXURE-13: FINANCIAL BID

IMPORTANT NOTICE: - The Financial Bid envelope as specified in RFP shall contain only this annexure in Tenderer's Letter head, duly filled and signed by the Authorized Signatory. Any violation in this direction shall result in disqualification.

S No	Items	Remarks/ Make & Model*	Qty	Rate	Total
1.	Set of Flap Barrier based Access Control System		3		
2.	Hardware and Software required for Management of the above systems in a comprehensive manner along with MIS.		1		
3.	Hardware and Software required for Integration of existing system.		1		
4.	CAMC for Year-1 (After Warranty)		1		
5.	CAMC for Year-2 (After Warranty)		1		
6.	CAMC for Year-3 (After Warranty)		1		
G/Total (Excluding GST)					

* - Details of each items / make and model number & Quantity of the proposed solution / bundle solution shall be specified clearly in the remark /Make & Model column against each item. However, rates can be shown as a bundle rate against each item. Also refer Annexure 14, 15 & 16 in this regard.

Seal of the Firm/ Company &
Date

Signature
Name, Designation, Mobile and Email ID of
Authorised Signatory

Seal of the Company/ Firm & Date

Signature of Authorised Signatory

ANNEXURE-14: SCOPE OF WORK

1. The scope of work comprises of following requirements.

- a. Installation of complete solution of Flap barrier based Access Control System, one set each, having 2 way checking, at three locations in the HO:JCR Building.
- b. Integration of the system along with the existing Flap barrier based Access Control System.
- c. Integration of the entire system with Canara HRMS for sharing of authentication details.
- d. Training to Bank staff/ nominated staff.
- e. Providing three years Comprehensive AMC for the new installation and integration after completion of 2 years onsite warranty.

2. Scope of work in details based on the above requirements.

a. New Installation

- i. All three FBACS sets should be fixed / installed in its own Base. The entire system should be in a position to be removed from the installed location, if required without any issue of alignment. To be precise, it should be mobile system.
- ii. The above said system should be designed to have a trouble free movement, if required.

b. Integration with the existing system

- i. The existing system is comprised of 5 FBACS system arranged / fixed in a row. These are Godrej Make “VigiGuard” systems. The model numbers are GFB-S1/S2 and S1 No are 027092016-A to F. This system is managed with Godrej Software version IQ-pec Ver 1.0.0.1.
- ii. The new installation / system proposed above should be integrated with the existing system so that the entire control shall be undertaken with a single software / platform.

c. Integration with the Canara Bank HRMS System

- i. The API / SDK of the system as a whole shall be shared with Canara Bank for integrating with its own HRMS System.
- ii. The Bank HRMS system may use the authentication being done by Staff (at these systems on daily basis), for capturing the attendance in its system.
- iii. The Vendor shall provide all assistance in this regard.

d. Training

- i. All Security Staff has to be trained with the daily operation of the system (Onsite).

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- ii. Admin training of entire system to be provided to 5 officials nominated by the Bank to take care of all admin related aspects and to support the Warranty / CAMC team. This shall be onsite as well as offsite.
- iii. The topics and methodology of training shall be provided in detail.

e. Comprehensive AMC of the new system.

- i. All equipment's / solution being provided as part of the New Installation as well as Integration with existing system shall be under 2 years. On-Site Warranty.
- ii. On completion of the warranty, these items should be provided with 3 years CAMC.
- iii. **General aspects of CAMC**

- 1. Site response time:** The CAMC Vendor shall turn up for attending the problem within a time period of 24 hours from the time of registering of the complaint, failing which may attract penalty. This would not include bank holidays. ***This aspect shall be applicable during warranty also.***
- 2. Turn-around time:** The CAMC Vendor shall repair / replace/ provide solution within a time period of 48 hours from the time of registering of the complaint. This would not include bank holidays. In case the equipment could not be brought into working conditions within the time specified above, the Sec Vendor shall provide a substitute so that the working of the system should continue, failing which may attract penalty. ***This aspect shall be applicable during warranty also.***
- 3. Preventive Maintenance visit by CAMC Vendor (mandatory visit once in a quarter even if not called):-** At least one mandatory preventive Maintenance visit shall be arranged by CAMC provider once in each quarter even if there is no Complaint registered. Details of the visit shall be recorded in the Equipment Register and a copy in detail shall be forwarded to HO:Security Cell. ***This aspect shall be applicable during warranty also.***
- 4. Procedure for 'On Call Visits',** whenever required by HO:Security Cell to attend any complaint or repairs.
 - HO:Security Cell will be making the telephone calls to register the complaint (on telephone number of the CAMC provider or by email, fax or letter).
 - While registering the complaint, a complaint number shall be generated, by service provider, with date and time and inform HO:Security Cell.
 - Likely time of deputing the technician shall be informed to the HO:Security Cell by the Sec Vendor.
 - When the technician from the CAMC provider visits / repairs the system, he shall make entry against the complaint in the register with details of the defects, its rectification as well as present status.
 - Security I/C of HO:Security Cell shall endorse his remarks against rectification of each and every complaint.
 - Maintenance / Repair log for each equipment shall be recorded and shall be kept updated in the register.
 - HO:Security Cell to ensure that the system is working fine before giving the sign off.
- 5. Service Report:** The repairs shall be carried out at HO:Security Cell itself (on site). *In case the equipment is required to be taken to the workshop for repairs, the replacement / stand by system shall be provided by the CAMC provider.*

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Service report shall be duly completed after the closure of the complaint which shall be signed by the technician and officer in charge.

- First copy shall be handed over to HO:Security Cell.
- Second copy shall be retained by the vendor and shall be submitted along with Quarterly invoice in case of CAMC and shall be submitted on Quarterly basis to HO:Security Cell during warranty.
- Third copy may be retained by the CAMC provider as record.
- Consolidated summary of visits shall be sent once in a quarter to HO:Security Cell; e.g. first week of July, October, January and April. This shall include details of both **“Preventive Maintenance visits” as well as “On call visits”**.

6. Additional Scope and Coverage of the exclusive :All services and repairs shall be carried out by the Vendor as part of CAMC. No extra cost will be paid, other than approved rates of CAMC. Every time the technician visits, he shall clean, check, service and repair all components for its serviceability.

7. Warranty

- All items / equipments (other than cables) shall be under two year Warranty.
- The Contractor has to provide uninterrupted service as and when required during the two-year warranty period.

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ANNEXURE-15: TECHNICAL SPECIFICATIONS (QRs)

The Indicative QRs - Technical as well as other Specification of various Items of all Categories is as specified below. (These are the minimum specification required. Any equipment / solution of same or superior QRs/ solution with same or better output shall be accepted for technical scrutiny).

A. Flap Barrier

Sno	Feature	Description
1.	Artificial Intelligence	Flap barrier should trigger and give Audible and visual alarm when detecting intrusion, tailgating reverse passing, and climbing over barrier
2.	Authentication mode	Card, Face (By FRT), Fingerprint, QR code
3.	Body / Pedestal Material	Anti-rust surface with stainless steel SUS304 ; which is rustless (antioxidant) and corrosion resistant (The anti corrosion ability in the medium of acid, alkali, and salt).
4.	Capacity/minute /Throughput	20 to 60 persons per minute
5.	Card capacity	60,000 cards
6.	Card Type supported	EM/M1
7.	Certificate	CE/FCC, CB, ROHS, WEEE
8.	Communication interface1	Network interface – 1; Lock output – 2; IO input – 2; IO output – 2; RS-485 – 4 & RS-232 – 4
9.	Communication to Command centre	Through FRT & LAN Port from Command centre in case of Fire emergency
10.	Control circuit	12 v dc
11.	Controller for Access	Built In Controller and card reader for swiping IC or ID card, scanning QR codes
12.	Dimension (D X W X H) in mm.	For Wide lane: 1000 X 300 X 1100 MM (300 mm is box Width, 1000 mm is height, 1100 Length of flap barrier box) for standard lane
13.	Drive	Torque controlled brushless DC motor or Stepper Motor OR Servo positioning drive. Torque limited should be electronic in nature & the blockable torque motor should be with constant torque output and built in thermal protection.
14.	Drive Mechanism	The flaps are moved by mechanical cranking OR any other reliable Mechanism. The drive unit is a BLDC motor. The built- in microcontroller guarantees precise movement and positioning of flaps. Safety IR beam prevents the flap from closing upon an obstruction. On obstruction of flaps, the controlling logic detects the abnormal condition and reverse the flap to the fully open position. The crankshaft rod should be designed for smooth operation with fast & progressive movements.

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Sno	Feature	Description
15.	Duty Cycle	Continuous use and 100% Duty cycle
16.	Electrical Safety Standards	EN 61010/IEC1010
17.	Emergency	The system should have provision for manual override during any exigency
18.	Entry/Exit Control /IR light detectors	Flap Barrier to have min 6 pairs of IR Light to restrict unauthorized entrance or exit.
19.	Event Capacity	1.8 lakh Events
20.	FLAP Barrier Base for Lanes	Material: SUS304, aluminum plate with pattern, and galvanization panel. Should have Cable holes on the base for cable wiring
21.	Fraud entry or wrong entry sensor	On both side of flap barrier cabinet. On detection of wrong entry flap should be closed.
22.	Installation	Shall be installed to a base. One complete system including 2 Nodes and its base shall have the option of mobility, if required.
23.	Integration	Should function seamlessly after integration with any access control system.
24.	Intelligence	Controller should be Microprocessor based
25.	IP Rating	IP44
26.	IR light detectors	6 pairs IR lights
27.	Lane indicator	On both side of flap barrier cabinet, green arrow and red cross. LED Light effect of flaps. Normally it should be blue color and on receipt of valid signal it should become green.
28.	Lane width	600 mm
29.	LED Indication	LED indicates the entrance/exit and passing status.
30.	Logic Control	Should have Logic control for flap (Panel) operation depending upon lane configuration
31.	Other functions	Should support permissions validation and anti-tailgating, Bidirectional entry/exit lane, Barrier should open or stop working when people are nipped.
32.	Other function2	Should support self-detection, self-diagnostics, automatic alarm
33.	Other function3	Selectable Modes: Remaining open/closed.
34.	Other function4	Should trigger Audible and visual alarm when detecting intrusion, tailgating, reverse passing, and climbing over barrier
35.	Other function5	Should support fire alarm passing : When the fire alarm is triggered, the barrier should dropped automatically for emergency evacuation.
36.	Other function6	System should cancel the passing permission if a person does not pass through the lane within the valid passing duration
37.	MCBF	>3 million times
38.	Motor	Brush motor or better

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Sno	Feature	Description
39.	Network	TCP/IP network communication: The communication data is specially encrypted to relieve the concern of privacy leak.
40.	No of operation	The system shall be operational for atleast 5,00,000 operations
41.	Normal Mode of Operation	Normally closed
42.	Open/Close option /Fire alarm passing	Remaining open/closed mode selectable in case of emergency evacuation
43.	Opening/Closing Time	Less than 1 second
44.	Operating Environment	Indoor
45.	Power Consumption (Typical)	Should be less than 100 Watts per lane
46.	Power Failure	Flaps (Panels) should open automatically / should remain closed. In the event of power failure, the flaps will drive to the open position (Automatically) and the unit will shut down until power is restored.
47.	Power Supply	Should be driven by AC mains (230 V, 50 Hz)
48.	Product Support and supply of spares	Guaranteed for at least five years. Certificate from supplier is required while quoting
49.	Protection Rating	All Housing and internal parts should be made of rust & corrosion free metals
50.	Provision for FRT mounting	Barrier should have the provision to install the face recognition terminal.
51.	Reader mounting arrangement	Reader mounting (Card) arrangement to be provided on both side of the flap barrier as required.
52.	Retractable Panels (Flaps)	10MM Toughened Glass. Wide lane flap should be telescopic with toughened glass and metal
53.	Safety	The optical beam installed in the housings close to the retractable panels will inhibit the closing of the panel while the Person is in the area of these panels, therefore the injury to a person is nearly impossible.
54.	Sensor Type	All sensors should be transmitter and receiver type.
55.	Site	1Amp (Typical)
56.	Sound	The system should give sound output in case of illegal entry
57.	Temperature of Operation	Should operate in temperature range -15 degree Celsius to 60 degree Celsius
58.	Wall distance	10 mm
59.	Weight	Heavy duty for strong and sturdy installation
60.	Working humidity	0% to 95% (No condensing)

B. Access Control Software:

General Requirement	
1	The VMS shall support client applications including System client, Web client

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2	The VMS shall support login by user name and password. It shall also manage all user information, permissions, license, operation information and system information.
3	The VMS shall support unified time synchronization among all devices in the system and daily user and maintenance information management.
4	It shall enable centrally management of Access device.
5	For future scope, same platform shall have Network management server which regularly acquires the status of video devices such as NVR, Network camera, storage boxes and running status of servers of system.
The VMS shall support 3 types of authentication method viz.	
a	Username and password: User name (login name) must be exclusive and cannot be modified once set. After login, all the operations shall be monitored and saved into the system record (log) for internal review.
b	Binding IP Address Authentication In order to prevent the operator from logging in illegally, the IP address of the computer is bound. The operator can only log in from the designated computer; or else he or she may not be able to enter the system normally.
c	Access Permission Precise permission settings shall be supported.
Device Access via Multiple Protocols	
1	Support accessing devices via Device Network SDK by IP address, IP segment, or batch importing.
2	Support accessing devices via ISUP by device ID, ID segment, or batch importing.
3	Device information list: device name, address, serial No., version No., number of doors, number of readers, network status, and password strength.
Device Configuration	
1	Platform configuration (Device Network SDK): IP address, port, alias, user name, password, time zone, and channel resource.
2	Platform configuration (ISUP): device ID, key, storage configuration, time zone, and channel resource.
3	Support going to the web page of device configuration.
4	Support adding access control devices via domain name
5	For devices that do not support configuration via web browser, it supports going to the remote configuration page
Real-Time Device Status Monitoring	
1	Support viewing online status, network status, arming status, power supply status, first added time and inspection time
Credential Management	
1	Card Management
2	Face Picture Management
3	Password Management
Access Level Management	
1	Dashboard
2	Holiday Management

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3	Access Schedule Template Management
4	Access Level Management (Support configuring access levels for all or specific doors and/or floors.)
5	Multi-Dimensional Access Level Assignment (Support assigning access levels by access level, by person, by organization, by access group, by name and employee ID.
Advanced Function Management	
1	First Person In
2	Multi-Factor Authentication
3	Multi-Door Interlocking
4	Anti-Passback
5	Remaining Open or Closed
6	Authentication Mode

C. VMS Server

Recommended Specifications for VMS Server	
CPU	Intel® Xeon® E-2378 @ 2.60 GHz
RAM	16GB
NIC	GbE Network Interface Card
HDD for OS	SATA-II 7200 RPM Enterprise Class HDD. 8 TB Capacity
HDD for Picture Storage	Enterprise-class HDD or high performance network HDD. It should support 20 MB/s writing and 20 MB/s reading
HDD Capacity	At least 650 GB for the HDD where VSM service is installed
OS	Microsoft® Windows Server 2022 64-bit
Monitor	21” LED Monitor
Keyboard & Mouse	Standard
Graphics Card	NVIDIA® GeForce RTX 2080
External HDD (For Backup)	Capacity 2 TB X 2

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**ANNEXURE-16: OFFERED SOLUTION & METHODOLOGY
(TO BE SUBMITTED ON COMPANY/FIRM LETTER HEAD OF THE BIDDERS
WITH SIGNATURE & SEAL OF THE AUTHORISED SIGNATORY OF THE
COMPANY/FIRM)**

Following shall be the methodology / solution along with the make and model of equipments proposed for the bank as per the NIT/RFP.

S No	Scope	Detail Methodology. (Shall clearly specify the procedure of implementation)	Make & Model of Items and Qty of items, if Required
1	Installation of complete solution of FBBACS, one set each, having 2 way checking, at three locations		
2	Integration of the system along with the existing FBBACS.		
3	Integration of the entire system with Canara HRMS.		
4	Training to Bank staff/ nominated staff.		
5	3 Years CAMC after 2 year Warranty		

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