



REQUEST FOR PROPOSAL [RFP]

FOR

**Procurement of one unit of Microsoft SQL Server
License 2022 (Standard Edition) for 16 core Server**

**Issued by: Canara Bank
CP & VM Vertical, IT Wing, HO (Annex)
1st Floor, Naveen Complex
14, M G Road
Bengaluru-560 001
Phone No:080-25590070
Email:dittenders@canarabank.com**

BID SCHEDULE

Sl. No.	Description	Details
1.	RFP No. and Date	GeM Bid ref no. GEM/2023/B/4251794 dated 27/11/2023
2.	Name of the Wing	Centralized Procurement & Vendor Management Vertical, Information Technology Wing
3.	Brief Description of the RFP	Procurement of one unit of Microsoft SQL Server License 2022 (Standard Edition) for 16 core Server
4.	Bank's Address for Communication	Deputy General Manager, Canara Bank, Centralized Procurement & Vendor Management Vertical, 1st Floor, IT Wing, Naveen Complex, 14 MG Road, Bengaluru - 560 001
		Senior Manager, Centralized Procurement & Vendor Management Vertical, IT Wing, Naveen Complex, 14 MG Road, Bengaluru - 560 001 Tel - 080-25590070, 25584873 Email: dittenders@canarabank.com
5.	Date of Issue	As per GeM Bid Document
6.	Last Date of Submission of Bids	As per GeM Bid Document
7.	Date and Time of Opening Bid	As per GeM Bid Document
8.	Last Date, Time and Venue for Submission of Bids	Bid End Date/Time as per RFP Document. Response should be submitted in GeM portal and required physical documents should be submitted at below mentioned address before due date/time: Canara Bank, First Floor, IT Wing, HO (Annexe), Naveen Complex, 14 M G Road, Bengaluru 560001.
9.	Date, Time & Venue for opening of Technical Proposals.	Bid Opening Date/Time as per RFP Document. Bid will be opened in GeM portal, at below mentioned address: Canara Bank, Second Floor, Conference Hall, IT Wing, HO (Annexe), Naveen Complex, 14 M G Road, Bengaluru 560001.
10.	Date, Time & Venue for opening of Commercial Proposals	Will be intimated at a later date.
11.	Pre-bid Meeting Date & Time	1. Pre-bid meeting will be held on the date and time mentioned in the RFP Document. Venue: Prebid meeting will be held Online and participants are requested to attend the meeting Online.

		<p>Those who are interested in participating the prebid meeting should share the participant details to dittenders@canarabank.com.</p> <p>Upon perusal of the same, the link / meeting id will be shared to the participant to participate in the virtual meeting.</p> <p>2. Pre bid queries should be submitted as per format available Appendix-B.</p> <p>3. Pre-bid Queries should be sent to E-mail dittenders@canarabank.com and must reach us on or before 04/12/2023, Monday at 5.00 PM. Subject of the email should be given as “Pre Bid Queries for GEM/2023/B/4251794 dated 27/11/2023”. Queries reaching afterwards will not be entertained.</p>
12.	Other Details	<p>1. Subsequent changes made based on the suggestions and clarifications as per pre-bid meeting shall be deemed to be part of the RFP document and shall be shared with all the Bidder s.</p> <p>2. No suggestions or queries shall be entertained after pre-bid meeting.</p>
13.		<p>This document can be downloaded from following website https://canarabank.com/tenders.aspx & https://gem.gov.in/.</p> <p>Any Amendments, Modifications, Pre Bid Replies, Clarifications & any communication etc. will be uploaded in the Bank’s website (i.e. https://canarabank.com/tenders.aspx & https://gem.gov.in/). No individual communication will be sent to the individual Bidder s.</p>

RFP for Procurement of one unit of Microsoft SQL Server License 2022 (Standard Edition) for 16 core Server

Ref: GEM/2023/B/4251794 dated 27/11/2023.

1. Objective:

The Bank proposes to procure one unit of Microsoft SQL Server License 2022 (Standard Edition) for 16 core Server as per the Technical Specifications, Scope of Work, Terms and Conditions described elsewhere in this document. The Bank is looking at a highly professional relationship with the auditor who shall conduct an audit. The Auditor shall conduct/complete Assessment activities.

2. Requirement Details:

Bank intends to procure one unit of Microsoft SQL Server License 2022 (Standard Edition) for 16 core Server. In this connection, Bank invites proposal/offers in GeM portal from prospective bidders as per the terms & conditions, Technical Specifications and Scope of Work described elsewhere in this document. The brief description of servers is furnished in following table:

Item Details	Quantity
Supply of one unit of Microsoft SQL Server License 2022 (Standard Edition) for <u>16 core Server</u> downgradable to Microsoft SQL Server License 2019	1

3. Effective Date:

The effective date shall be date of acceptance of the Purchase Order by the successful bidder. However, the bidder shall submit the acceptance of the Purchase Order within seven (7) days from the date of receipt of Purchase Order. The Bank reserves the right to consider the late acceptance of the Purchase order, if any, at its discretion.

4. Participation methodology:

- 4.1. In this RFP either the authorized bidder on behalf of the Principal/OEM/OSD or Principal/OEM/OSD itself can bid but both cannot bid simultaneously for the same item/product. If participated, the bids of Principal/OEM/OSD and the authorized bidder/s are liable for rejection.
- 4.2. If a bidder bids on behalf of the Principal/OEM/OSD, the same bidder shall not submit a bid on behalf of another Principal/OEM/OSD in this RFP for the same item/product/service.
- 4.3. If any product of Principal/OEM/OSD is being quoted in this RFP, the Principal/OEM/OSD cannot bid for any other Principal's/OEM's/OSD's product. If participated, the bids of Principal/OEM/OSD and the authorized bidder/s are liable for rejection.
- 4.4. In the event of the bidder being not able to perform the obligations as per the provisions of the contract, the OEM/OSD/principal should assume complete responsibility on behalf of the bidder for providing server i.e., technology, personnel, financial and any other infrastructure that would be required to meet intent of this RFP at no additional cost to the bank.

5. Pre-Qualification Criteria

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

6. Project Timelines:

- 6.1. Bank shall provide the address and contact details for delivery of licenses as mentioned in Technical Specifications (Details provided elsewhere in the document) while placing the order. Delivery of license should be within **7 days** from the date of acceptance of the Purchase Order or 14 days from the date of issuance of Purchase Order whichever is earlier.
- 6.2. Commissioning of the license will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this Tender.

7. Penalties/Liquidated Damages:

7.1. Penalties/Liquidated damages for delay in Delivery of license:

- 7.1.1. Non-compliance of the above timelines as per clause 6.1 will result in the Bank imposing penalty of 0.50% plus GST on delay in delivery of one unit of Microsoft SQL Server per week or part thereof, on the invoice value.
- 7.1.2. However, the total Penalty/LD to be recovered under this clause shall be restricted to 5% plus GST of the total value of the order.

7.2. Penalties/Liquidated Damages for non-performance: If the bidder does not meet the specifications of the RFP during various tests, the bidder shall rectify or replace the same at bidder's cost to comply with the specifications immediately to ensure the committed uptime, failing which the Bank reserves its right to invoke the Bank Guarantee.

7.3. The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.

7.4. All the above LDs are independent of each other and are applicable separately and concurrently.

7.5. LD is not applicable for the reasons attributable to the Bank and Force Majeure.

8. Pricing & Payments:

- 8.1. The Price offered to the Bank must be in Indian Rupees inclusive of all taxes but Exclusive of GST (CGST/SGST/IGST). The Vendor has to quote the applicable taxes separately in the Bill of Material.
- 8.2. The item value along with GST should be claimed in the invoice and GST will be paid in actuals at our end.
- 8.3. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract including warranty period.
- 8.4. From the date of placing the order till the delivery of the systems, if any changes are brought in the duties such as excise/customs etc., by the Government resulting in reduction of the cost of the systems, the benefit arising out of such reduction shall be passed on to the Bank.
- 8.5. Applicable Taxes will be paid at actuals.

9. Payment Terms:

The following terms of payment shall be applicable to this contract and shall be released as under:

9.1. Payment schedule will be as under:

Activity	% of Payment
Delivery of License	100% After complete delivery of license and on production of relevant documents like delivery signoff and invoice with product serial number of the items supplied duly approved by the Bank Officials while claiming the payment.

- 9.2. Bank will release the payment on completion of activity and on production of relevant documents/invoices. Please note that Originals of invoices (plus One Copy) reflecting GST, GSTIN, HSN Code, State Code, State Name, Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office and Manufacturer's/ Supplier's Warranty Certificate should be submitted while claiming payment in respect of orders placed.
- 9.3. The vendor has to submit installation report/Sign off report duly signed by the Bank officials of the respective Branch/offices in originals while claiming payment. The invoice and installation report should contain the product serial number of the items supplied.
- 9.4. Bank will not pay any amount in advance.
- 9.5. Payment shall be released within 30 days from submission of relevant documents as per RFP terms.
- 9.6. The bank shall finalize the installation and Acceptance format mutually agreed by the bidder. The bidder shall strictly follow the mutually agreed format and submit the same for each location wise while claiming installation and acceptance payment.

9.7. The payments will be released through NEFT / RTGS after deducting the applicable LD/Penalty, TDS if any, by centrally by Head Office at Bengaluru and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.

10. Acceptance

Bank will evaluate the offered solution implemented by the selected Bidder. If the solution experiences no failures and functions according to the requirements of the RFP as determined by the Bank during the implementation period, then the solution will be accepted by the Bank and the project will be considered as deemed signed-off.

11. Bid Validity Period:

The Offer submitted and the prices quoted therein shall be valid for 180 days from the date of opening of Commercial Bid. Bid valid for any shorter period shall be rejected by the Bank

12. Clarification to RFP and Pre-Bid Queries

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

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

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

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

12.4. No oral or individual consultation will be entertained.

13. Pre-Bid meeting

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

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

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

13.4. Bank will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the Bidders in the meeting.

13.5. The Bank will consolidate all the queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's website (<https://canarabank.com/tenders.aspx>) and GeM portal. No individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the Bidder /s, and any other clarification/ amendments/ corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the Bidder s.

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

14. Amendment to Bidding Document

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

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

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

15. Bid System Offer

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

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

15.2. Commercial Bid: Furnishing all relevant information as required as per Bill of Material (Annexure-8) of this RFP.

16. Preparation of Bids

16.1. Technical Proposal

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

- 16.1.2.** It is mandatory to provide the compliance to Scope of Work in the exact format of Annexure-3.
- 16.1.3.** The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.
- 16.1.4.** If any part of the technical/functional requirements offered by the Bidder is different from the technical/functional requirements sought in the RFP, the Bidder has to substantiate the same in detail, the reason of their quoting different technical/functional requirements than what is sought for, like better feature or non-availability/ feasibility of the technical/functional requirements quoted by Bank, invariably to process the technical offer.
- 16.1.5.** The Bank shall not allow / permit changes in the technical/functional requirements once it is submitted.
- 16.1.6.** The relevant solution information, brand, and solution offered, printed product brochure, technical/functional specification sheets etc. should be submitted along with the Offer. Failure to submit this information along with the offer may result in disqualification.
- 16.1.7.** The Technical Proposal should be complete in all respects and contain all information sought for. Masked Bill of Material must be attached in Technical Offer and should not contain any price information. Technical Proposal should be complete and should cover all products and services. Technical Proposal without masked Bill of Materials will be liable for rejection
- 16.1.8.** Masked Bill of Material which is not as per below instruction may make Bid liable for rejection:
- 16.1.8.1.** Should be replica of Bill of Material except that it should not contain any price information (with Prices masked).
- 16.1.8.2.** It should not provide any price information like, unit price, tax percentage, tax amount etc.

16.2. Commercial Bid

- 16.2.1.** Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. The Commercial Bid should give all relevant price information including taxes as per Annexure-8. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.
- 16.2.2.** The Bill of Material must be attached in Technical Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal and Commercial Bid, except that the Technical Proposal should not contain any price information (with Prices masked). Any change in the Bill of Material format may render the bid liable for rejection.
- 16.2.3.** Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.

- 16.2.4. Any change in the Bill of Material format may render the bid liable for rejection. The Commercial Bids that are incomplete or conditional are liable to be rejected.
- 16.2.5. The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank in Annexure-8.

17. Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD:

17.1. The Bidder shall furnish Non interest earning Earnest Money Deposit (EMD) amount as mentioned in the GeM Bid Schedule by way of Demand Draft drawn on any Scheduled Commercial Bank in India in favour of Canara Bank, payable at Bengaluru.

17.2. In case the EMD is submitted in the form of Bank Guarantee the same should be valid for the bid offer validity with additional claim period of 3 months from the last date for submission of offer. Bank at its discretion can demand for extension for the validity of EMD. The format for submission of EMD in the form of Bank Guarantee is as per Appendix-D.

17.3. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Canara Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). The format for submission of EMD in the form of Bank Guarantee is as per Appendix-D. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be rejected summarily.

17.4. The Bidder has the provision to remit the Earnest Money Deposit through online mode to below mentioned account for this RFP:

Account Name : DIT Procurement
Account No : 0792201002351
IFSC Code : CNRB0000792
Narration : EMD FOR <RFP REF NO.>

Bidders are requested to clearly mention the Name of the Firm with RFP No. in the Narration field.

17.5. Non submission of EMD with Technical Proposal leads to rejection of Bid.

17.6. The EMD of the Bidders not qualified under Technical Proposal will be returned within 15 days after opening the Commercial Proposals of the Bidders qualified under Technical Proposal. The EMD of Technically Qualified Bidders except the selected Bidder will be returned within 30 days after opening the Commercial Proposals of the Bidders qualified under Technical Proposal. The EMD of the selected Bidder will be returned within 15 days after submission of Performance Security.

17.7. The EMD may be forfeited/ Bank Guarantee may be invoked:

- 17.7.1. If the Bidder withdraws or amends the bid during the period of bid validity specified in this document.

17.7.2. If the selected Bidder fails to accept the purchase order within 7 days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the RFP.

18. Submission of Bids

18.1. The Bidder has to submit their response in GeM portal before the bid end date & time mentioned in the RFP document. The physical documents (viz., EMD, Integrity Pact etc.,) should be submitted to the below mentioned officials before the bid end date & time at the Venue specified in the Bid Schedule.

First Official	Alternate Official
Senior Manager Canara Bank Centralized Procurement & Vendor Management Vertical, IT Wing, First Floor, Naveen Complex, 14 M G Road, Bengaluru - 560 001. Tel - 080 25590070	Assistant General Manager Canara Bank Centralized Procurement & Vendor Management Vertical, IT Wing, First Floor, Naveen Complex, 14 M G Road, Bengaluru - 560 001. Tel - 080 25590832

18.2. The Name and address of the Bidder, RFP No. and Due Date of the RFP are to be specifically mentioned on the Top of the envelope containing physical documents.

19. Bid Opening

19.1. The Technical Proposal shall be opened online as specified in the Bid Schedule.

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

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

20. Determination of L1 Price:

20.1. The L1 bidder will be determined on the basis of the lowest price quoted in the Commercial bid.

20.2. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.

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

20.4. The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves the right to obtain revised price bids from the bidders with regard to change in RFP clauses. The Bank reserves the right to accept any bid in whole or in part.

20.5. The bidder who is L1 will be referred to as the selected bidder.

21. Confidentiality and Non-Disclosure

21.1. The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking as given in **Annexure-4**.

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

22. Subcontracting:

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

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

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

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

23. Inspection of Records

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

24. Order Cancellation/Termination of Contract

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

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

24.1.2. Serious discrepancies noted in the inspection.

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

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

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

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

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

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

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

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

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

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

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

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

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

24.5. After the award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one-month notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.

24.6. The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and security deposit, if any, under this contract.

In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Bidder towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

25. Indemnity

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

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

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

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

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

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

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

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

26. Force Majeure

26.1. The selected Bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the Bidder, i.e., Force Majeure.

26.2. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the selected Bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the selected Bidder, resulting in such a situation.

26.3. In the event of any such intervening Force Majeure, the selected Bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the selected Bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be

attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

26.4. In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the selected Bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the selected Bidder.

27. Corrupt and Fraudulent Practices

27.1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders /Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

27.2. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution and "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

27.3. The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

27.4. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

27.5. The decision of Bank in determining the above aspects will be final and binding on the all the Bidder s. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.

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

27.7. The selected Bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for Supply, Implementation, Migration and Support of the Solution by the Bank.

28. Amendments to the Purchase Order

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

29. Amendments to the Agreement

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

30. Modification/Cancellation of RFP

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

31. Social Media Policy

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

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

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

31.2.2. Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of social media related systems and procedures.

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

31.2.4. Any usage of information or data for purposes other than for Bank's normal business purposes and / or for any other illegal activities which may amount to violation of any law, regulation or reporting requirements of any law enforcement agency or government body.

32. Resolution of Disputes

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

33. Legal Disputes and Jurisdiction of the court

33.1. The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain Bidder

/prospective Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

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

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

34. Micro & Small Enterprises [MSEs]:

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

34.1. MSEs should provide proof of their being registered as MSE for the item under RFP along with their offer, with any agency mentioned in the Notification, including:

34.1.1. District Industries Centres or

34.1.2. Khadi Village Industries Commission or

34.1.3. Khadi & Village Industries Board or

34.1.4. Coir Board or National Small Industries Corporation or

34.1.5. Directorate of Handicrafts & Handloom or

34.1.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.

34.1.7. Udyam Registration Certificate

34.2. MSEs are exempted from paying EMD, subject to furnishing of Valid certificate for claiming Exemption.

34.3. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of two years from being eligible to submit Bids for contracts with Canara Bank as per Annexure-5.

34.4. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.

34.5. The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.

35. Start-up:

- 35.1.** Applicable for Indian Bidders only as defined in gazette notification no. D.L-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.
- 35.2.** As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Start-ups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in RFP document.
- 35.3.** Further, the Startups are also exempted from submission of EMDs.
- 35.4.** For availing the relaxations, Bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the Bidder's company/firm) and notary public with legible stamp.
- 35.5.** Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of two years from being eligible to submit Bids for contracts with Canara Bank as per Annexure-5.

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

Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 has notified revised guidelines to be followed to promote manufacturing and production of goods and services in India under "Make in India" initiative.

- 36.1.** "Local content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- 36.2.** "Class-I Local Supplier" means a supplier or service provider whose goods, services or works offered for procurement meets the minimum local content as prescribed for Class-I local supplier under this order.
- 36.3.** "Class -II Local Supplier means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class -II Local supplier' but less than that prescribed for 'Class -I Local supplier' under this order.
- 36.4.** 'Non-Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement has local content less than that prescribed for 'Class-II Local Supplier' under this order.
- 36.5.** The 'local content' requirement to categorize a supplier as 'Class I Local Supplier' is minimum 50%. For 'Class-II Local supplier' the 'local content' requirement is minimum 20%.
- 36.6.** The margin of Purchase preference shall be 20%.

- 36.7.** Purchase preference for local supplier, self-certification, compliance, monitoring and other terms & conditions shall be as per the aforesaid Guidelines/Notifications. The Guidelines may be treated as an integral part of the RFP documents.
- 36.8.** The 'Class -I Local supplier'/'Class -II Local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class -I Local supplier'/'Class-II Local supplier' as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- 36.9.** In cases of procurement for a value in excess of Rs.10 Crores, the 'Class-I Local supplier'/'Class -II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost account or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- 36.10.** False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules issued by the Ministry of Finance for which a Bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- 36.11.** All the relevant documents/information regarding claim for preferential treatment under this policy must be submitted along with offer by the tenderers. Post tender submission of these information/documents shall not be considered. Further firms seeking these considerations shall be completely responsible for the truthfulness and authenticity of their claim for these benefits.
- 36.12.** The Bidders complying with all the guidelines in this regard and providing supporting documents along with the bid can only participate in this bid.

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

Annexure-1
Bid Covering Letter

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

Reference No:

Date:

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

Dear Sir,

SUB: RFP for Procurement of one unit of Microsoft SQL Server License 2022 (Standard Edition) for 16 core Server

Ref: GEM/2023/B/4251794 dated 27/11/2023.

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

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

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

If our offer is accepted, we undertake to provide Technical consultancy / Service support / Guidance for the specified scope as per the above referred RFP, during contract period. We enclose a Demand Draft /Bank Guarantee in lieu of EMD as per RFP in favour of Canara Bank as EMD or Exemption certificate in lieu of EMD.

We agree to abide by this offer till 180 days from the date of Commercial Bid opening and for such further period as mutually agreed between the bank and selected Bidder, and agreed to in writing by the selected Bidder. We also agree to keep the Earnest Money Deposit/Bank Guarantee in lieu of EMD during the entire validity period of the RFP. However, if we withdraw our offer within the said validity period, you shall have the right to forfeit the EMD/invoke the Bank Guarantee in lieu of EMD, without reference to us. We agree to abide by and fulfil all the terms and conditions of the RFP and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in RFP together with the return acceptance of the contract.

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

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

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

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

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

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

Date

Signature with seal

Name:

Designation:

Annexure-2
Pre-Qualification Criteria
[On Firm's / Company's letter head]

SUB: RFP for Procurement of one unit of Microsoft SQL Server License 2022 (Standard Edition) for 16 core Server

Ref: GEM/2023/B/4251794 dated 27/11/2023.

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

Sl. No.	Qualification Criteria	Documents to be submitted In compliance with Qualification Criteria	Bidders Response
1.	The Bidder (including OEM and OSD/OSO, if any) should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 16/09/2020.	Certificate of local content to be submitted as per Annexure-6 as applicable.	
2.	The Bidder should be a partnership firm registered under LLP Act, 2008/Indian Partnership Act, 1932 or Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013 and should have been in operation for a period of at least five years as on RFP date	Copy of Certificate of LLP registration. (OR) Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company (OR) Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies.	
3.	The bidder should provide confirmation that any person/ Partnership/ LLP/ Company including any subsidiary or holding company/ proprietorship connected to bidder directly or indirectly has not participated in the bid process.	The bidder should submit letter of confirmation on the Company's letter head to this effect.	
4.	The Bidder should have average annual turnover of Rs.1.00 Crores in the last three financial years (i.e., 2020-21, 2021-22 and 2022-23). This must be the individual company turnover and not of any group of companies.	Bidder has to submit audited Balance Sheet copies for last 3 Years i.e., 2020-21, 2021-22 and 2022-23 along with certificate from the Company's Chartered Accountant to this effect with Unique Document Identification Number.	
5.	The Bidder should have positive Net Worth as on 31/03/2023 and also should have not eroded by more than 30% in the last three financial years ending on 31/03/2023.	The Bidder should submit certificate from the Company's Chartered Accountant with UDIN to this effect.	

6.	<p>Any Bidder (including OEM and OSD/OSO, if any) from a country which shares a land border with India will be eligible to bid, only if the Bidder (including OEM and OSD/OSO) are registered with the Competent Authority. Bidder (entity) from a country which shares a land border with India means:</p> <p>a. An entity incorporated, established or registered in such a country; or</p> <p>b. A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d. An entity whose beneficial owner is situated in such a country; or</p> <p>e. An Indian (or other) agent of such an entity; or</p> <p>f. A natural person who is a citizen of such a country; or</p> <p>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p>	<p>A declaration stating "We have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from such a country, has been registered with Competent Authority. We hereby certify that we and our OEM fulfills all requirements in this regard and are eligible to be considered" to be submitted in Company's letter head.</p> <p>[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]</p>	
7.	<p>Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP.</p>	<p>The Bidder should submit self-declaration on the Company's letter head to this effect.</p>	
8.	<p>Authorization Certificate - Whether the Bid is authenticated by authorized person.</p>	<p>Bidder to submit a copy of the Power of Attorney or the Board Resolution and KYC documents evidencing the authority delegated to the authorized signatory</p>	

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

Date:
Place:

Signature with seal
Name:
Designation :

Annexure-3

Scope of Work

SUB: RFP for Procurement of one unit of Microsoft SQL Server License 2022 (Standard Edition) for 16 core Server

Ref: GEM/2023/B/4251794 dated 27/11/2023.

1. The selected bidder has to deliver the license within **7 days** from the date of acceptance of the Purchase Order or 14 days from the date of issuance of Purchase Order whichever is earlier.
2. The selected bidder has to submit the Manufacturer Authorization Form from the OEM/OSO/OSD and signed by an Authorized Signatory of the OEM/OSO/OSD.
3. The Banks wishes to have the right to upgrade to the latest version of the technologies and continuously make the technology available to more and more employees of the Bank with the end objective of increasing productivity.
4. The patches / updates released by Microsoft from time to time should be available for life cycle of the product. The Bank will download updates from the OEM (Microsoft) site. However, the vendor has to provide the patches/updates, which are not available on site or not downloadable from the site for any technical reason.
5. Bidder has to provide adequate training and operational guideline to designated Bank personal as and when required.

We confirm to the points mentioned above without any deviation.

Date:
Place:

Authorized Signatory
Company Name & Seal.



Annexure-4

Non-Disclosure Agreement

SUB: RFP for Procurement of one unit of Microsoft SQL Server License 2022 (Standard Edition) for 16 core Server

Ref: GEM/2023/B/4251794 dated 27/11/2023.

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

WHEREAS, the Bidder understands that the information regarding the Bank's IT Infrastructure shared by the BANK in their Request for Quotation is confidential and/or proprietary to the BANK, and

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

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

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

Date:

Signature with seal:

Name :

Designation :

Annexure-5
Bid Security Declaration

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

To,

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

**SUB: RFP for Procurement of one unit of Microsoft SQL Server License 2022 (Standard Edition)
for 16 core Server**

Ref: GEM/2023/B/4251794 dated 27/11/2023.

Dear Sir,

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

Place:

[Signature of Authorised Signatory]

Date:

Name:

Designation:

Seal:

Annexure-6
Make in India Certificate

Bidder's Reference No. _____

Date.....

To,

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

**SUB: RFP for Procurement of one unit of Microsoft SQL Server License 2022 (Standard Edition)
for 16 core Server**

Ref: GEM/2023/B/4251794 dated 27/11/2023.

Dear Sir/Madam,

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal

Annexure-7
Manufacturer Authorization Form

[Should be submitted on the letterhead of the OEM/OSO/OSD and signed by an Authorized Signatory of the OEM/OSO/OSD]

No. _____ dated _____

The Deputy General Manager,
Canara Bank,
Procurement Group,
DIT-Wing, Naveen Complex,
14 M G Road,
Bengaluru-560 001
Karnataka

Dear Sir,

SUB: RFP for Procurement of one unit of Microsoft SQL Server License 2022 (Standard Edition) for 16 core Server

Ref: GEM/2023/B/4251794 dated 27/11/2023.

We _____ who are established and reputed manufacturers of _____ having factories/development facilities at 1) _____ and 2) _____ do hereby authorize M/s _____ (Name and address of the Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for GeM bid offer.

We (Manufacturer/Original Software Owner/Developer) hereby extend our full guarantee and warranty as per terms and conditions of the GeM bid and the contract for the solution, products/equipment and services offered against this invitation for GeM bid offer by the above firm and will extend technical support and updates and ensure availability of spares including processors for our products for contract period from the date of installation.

We (Manufacturer/Original Software Owner/Developer) also confirm that we will ensure all product updates (including management software updates and new product feature releases) are provided by M/sfor all the products quoted for and supplied to the bank during the Contract period. In case this is not considered while quoting and in the event M/s fail in their obligations to provide the updates within 30 days of release/announcement, we hereby confirm that we will provide the same to the bank at no additional cost to the bank and we will directly install the updates and any new Operating Software releases at the bank's premises.

We also confirm that the proposed solution offered by the bidder to the Bank are correct, viable, technically feasible for implementation and the solution will work without any hassles in all the locations. We also confirm that all the equipment offered are not "End of Life" during the next One Year and "End of Support" for total Contract Period.

We hereby commit to the GeM bid terms and conditions and will not withdraw our commitments during the process and or during the period of contract.

Yours faithfully
(Name)

For and on behalf of M/s

Annexure-8
Bill of Material

SUB: RFP for Procurement of one unit of Microsoft SQL Server License 2022 (Standard Edition) for 16 core Server

Ref: GEM/2023/B/4251794 dated 27/11/2023.

Notes

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

[Amount in Indian Rupees]

Sl. No.	Description	Unit Price [Excl. of taxes]	Quantity	Total Price [Excl. of taxes]	Tax for Column C		Price [Incl. of taxes]
		A	B	C	D % of tax	E Tax Amt.	F= C+E
1.	Cost of License (Perpetual) as per Scope of work (Annexure-3)		1				

Declaration:

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

Date:

Signature with seal:

Name :

Designation :

Appendix-A

Bank Guarantee Format for Earnest Money Deposit

To :

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

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 _____ 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:

- (a) If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or
- (b) 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 _____ 2023.

(SIGNATURE & SEAL OF THE BANK)

This Bank guarantee should be confirmed through SFMS by the issuing Bank and the details are as follows

Name of the Bank: Canara Bank

Name of the Branch : IT Wing

IFSC Code: CNRB0000007

Appendix-B

Sl. No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder/Consultant's Query
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