

GAW/EPC/RFP-02/2024 dt 06.04.2024
SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

REQUEST FOR PROPOSAL (RFP)

FOR

" SUPPLY, INSTALLATION, TESTING, COMMISSIONING & COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF SPECIALISED KITCHEN EQUIPMENTS AT STAFF TRAINING FACILITY AT BAGALURU, BENGALURU"

RFP REFERENCE NO : GAW/EPC/RFP-02/2024
DATE OF RFP DOCUMENT : 06/04/2024
DATE OF PRE BID MEETING : 15/04/2024 at 11.30 AM
LAST DATE FOR SUBMISSION OF RFP : 29/04/2024 (UPTO 03.00PM)
DATE OF OPENING OF TECHNICAL BIDS : 29/04/2024 (AT 03.30PM)

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**ISSUED BY : DIVISIONAL MANAGER
CANARA BANK
EPC SECTION
GENERAL ADMINISTRATION WING
HEAD OFFICE**

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Contact Numbers : 080-26621873/74

Email Id : hoepc@canarabank.com

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GAW/EPC/RFP-02/2024 dt 06.04.2024

SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

BID SCHEDULE

Description	Details
RFP No. and Date	GAW/EPC/RFP-02/2024
Brief Description of the RFP	Supply, Installation, Testing, Commissioning & Comprehensive Annual Maintenance Contract of Specialised Kitchen Equipments At Staff Training Facility At Bagaluru, Bengaluru
Mode of Tender	Two Bid - Online Mode (e-Tender)
Bank's Address for Communication	Divisional Manager, Canara Bank, EPC Section General Administration Wing, Head Office (Annexe) 3 rd Floor, Dwarakanath Bhavan KR Road, Netakallappa Circle Bengaluru-560004 Telephone- 080-26621873 Email: hoepc@canarabank.com
Date of Issue of RFP	06.04.2024 Can be downloaded free of cost from Canara Bank's web site, https://canarabank.com/tenders & from e-Procurement portal www.gerpegov.com/CANARABANK
Estimated Amount	₹ 44.54 Lakhs + CAMC Charges + GST
Earnest Money Deposit (Refundable)	₹ 90,000/- <i>(Refer Clause 6 of General Rules & Instructions)</i>
Last Date and Time for Submission of Bids	29.04.2024 at 3.00 PM
Date, Time & Venue for opening of Technical Bid to Eligibility Criteria.	29.04.2024 at 3:30 PM <u>Tender Response to be submitted in online through the e-Procurement portal www.gerpegov.com/CANARABANK</u> <u>For any queries regarding submission of the tender kindly call or mail on the below mentioned details:</u> M/s Antares Systems Limited Bangalore City Karnataka - 560079 Contact person: Smt. Sushmitha B Email ID: sushmitha.b@antaressystems.com Phone:8951944383

GAW/EPC/RFP-02/2024 dt 06.04.2024
SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

Date, Time & Venue of opening of Financial Bid	Will be intimated to qualified bidders
Pre-bid Meeting Date & Time	Pre-bid meeting will be held on 15.04.2024 at 11:30am at Project Site location Pre bid queries should be submitted as per prescribed format Pre-bid Queries to e-mail : hoepc@canarabank.com must reach us on or before 12.04.2024, at 03:00pm.
Other Details	The bidders must fulfill the Pre-Qualification criteria for being eligible to bid. 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 uploaded on the Bank's corporate website http://canarabank.com/tenders No suggestions or queries shall be entertained after pre-bid meeting.
<p> This document can be downloaded from following website http://canarabank.com/tenders </p> <p> Any amendments, modifications, Pre Bid replies & any communication etc. will be uploaded in the Bank's website only http://canarabank.com/tenders. </p> <p> No individual communication will be sent to the individual bidders.. </p> <p> Bank reserves the right to change the dates, timings mentioned above or elsewhere in the RFP, which will be communicated by placing the same as corrigendum under Tender section on Bank's/Govt. web-site. Bidders should check the Bank's website before the submission of proposal for the corrigendum, if any. </p>	

GAW/EPC/RFP-02/2024 dt 06.04.2024
SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

5	<p>The bidder should have executed any of the following work during the last Seven (7) years ending with 31.03.2024 for at least,</p> <p>One (1) similar work costing not less than Rs. 36.00 LAKHS</p> <p style="text-align: center;">OR</p> <p>Two (2) similar works each costing not less than Rs.22 LAKHS</p> <p style="text-align: center;">OR</p> <p>Three (3) similar works each costing not less than Rs. 18.00 LAKHS</p> <p>Note : The value of work executed will be enhanced by 5% per year, to the nearest whole year to ascertain current value of the work done. The amounts considered shall be inclusive of GST</p>	<p>Satisfactory work completion certificates, performance certificate, work orders from clients preferably Banks, Govt. and Semi-Govt. Bodies, Financial Institutions, reputed private firms, MNC's etc.</p> <p>(At least One qualifying work mentioned by the Contractor in Bid is to be from Central/State Govt Departments/Public Sector Units/Banks)</p>
	Similar works means SITC of commercial kitchen equipments	
5	The Bidder must have valid GST registration, PAN number.	Copy of the GST registration certificate and copy of PAN card.
6	The bidder must have a registered local office/service centre in Bengaluru	Copy of local address along with document proof i.e lease agreement of the firm entered with landlord, GST registration etc
7	The bidder should not be a blacklisted/debarred company as on the date of submission of RFP 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 Appendix -L on their Company Letter head duly sealed & signed.

Before submission of the offer, the Bidders are requested to read all the instructions and the terms and conditions.

Divisional Manager
EPC Section,
General Administration Wing
Head Office

GAW/EPC/RFP-02/2024 dt 06.04.2024

SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

A. General Rules & Instructions To Bidders

BIDDING PROCEDURE.

Nature of the document: **TWO BID CONCEPT -ONLINE MODE.** This Tender document comprises of the following

1.1. Contents of the bid.

1.1.1 Contents of the Technical Bid: The following documents are to be signed in all pages and scanned documents of the same to be uploaded in the e-Procurement portal www.gerpegov.com/CANARABANK

- a. All pages of this RFP as downloaded from the website duly signed on all pages.
- b. Bidder's Covering letter. This should be as per **Annexure A** with list of clients where the kitchen equipments are supplied.
- c. Power of Attorney / authorization with the seal of the bidder's company / firm in the name of the person signing the RFP documents.
- d. Authorization letter for attending the bid opening as per **Annexure B**.
- e. Earnest Money Deposit (EMD) / receipt in the prescribed form.
- f. Profile of the Company / Firm as per **Annexure A1**.
- g. **Documents in support of all eligibility criteria.**
- h. Technical Documentation (Product Brochures, leaflets, manuals, drawings). An index of technical documentation submitted with the offer must be enclosed.
- i. The bidder should submit the Self Declaration Certificate as per Annexure - P is mandatory.

1.1.2. Contents of the Financial Bid.

Financial bid for all the line items should be submitted in the e-Procurement portal www.gerpegov.com/CANARABANK

2) Submission and opening of Tenders:

- a) Tenders to be submitted only through online from the e-Procurement portal. For any queries regarding the submission of the tenders online the vendors can contact on the below mentioned details -

M/s Antares Systems Limited
Bangalore City
Karnataka - 560079
Contact person: Smt. Sushmitha B
Email ID: sushmitha.b@antaressystems.com
Phone:8951944383

Note: Tenders submitted through any other form will be rejected

GAW/EPC/RFP-02/2024 dt 06.04.2024

SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

b) If last day of submission of tender is declared a holiday under NI Act by the Government subsequent to issuance of tender, the next working day will be deemed to be the last day for submission of the tender.

3) Pre bid queries and clarification to Tender :

The tenderer should carefully examine and understand the specifications, terms and conditions of the Tender and may seek clarifications, if required. The tenderer in all such cases 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. The soft copy of the pre-bid queries should be sent by E-Mail to hoepc@canarabank.com and the pre-bid query should be in the following format.

Sl No	Page No	Tender Clause No	Tender Clause	Query

All communications regarding points requiring clarifications and any doubts shall also be given in writing to the Divisional Manager, Canara Bank, EPC Section, General Administration Wing, Head Office by the intending tenderers before 3:00 PM on 12.04.2024. No oral or individual consultation shall be entertained. No queries will be entertained from the tenderers after the pre-bid meeting.

Pre-Bid meeting:

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

Date	Time	Location
15.04.2024	11.30 AM	Project Site location

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

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

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

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

GAW/EPC/RFP-02/2024 dt 06.04.2024

SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

Amendment to Tender document :

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

4. SITE VISIT

Intending tenderer shall visit the site and make himself thoroughly acquainted with the local site conditions, nature and requirements of works, facilities of transport condition, effective labour and materials, access and storage for materials and removal of rubbish. The tenderer shall provide in his tender cost of carriage, freight and other charges as also for any special difficulties and including *local authorities*/ police restriction for transport etc. for proper execution of work as indicated. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Employer might be deemed to have reasonably been inferred to be so existing before commencement of work.

5) SCRUTINY OF OFFERS.

- a) The Bank will scrutinise the Bid/s received to determine whether they are complete in all respects as per the requirement of RFP.
- b) The Technical Bid will be evaluated only for those bidders who submit EMD.
- c) The Technical Bid submitted by the bidder will be evaluated based on the stipulated eligibility criteria and RFP Terms.
- d) Lowest quoted tender (L1) will be arrived based on the evaluation of all the financial bids. Bank reserves right of accepting / rejecting any / all the financial bids without assigning any reasons whatsoever.

6. EARNEST MONEY DEPOSIT:

The tender should submit the Earnest Money Deposit of Rs. 90,000/- (Rupees Ninety Thousand only) by way of Insurance Surety Bonds, account payee demand draft, fixed deposit receipt, banker's cheque or Bank Guarantee from any of the scheduled Commercial Banks or payment online in an acceptable form of a Scheduled commercial to be eligible for submitting the Bid.

The same should be submitted to the following address to reach on or before 29.04.2024 (3:00 pm). Those who submit the DD/BG with required documents will only be able to submit the Bid online tendering process.

GAW/EPC/RFP-02/2024 dt 06.04.2024

SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

Divisional Manager,
Canara Bank, EPC Section
General Administration Wing,
Head Office (Annexe)
3rd Floor, Dwarakanath Bhavan
KR Road, Netakallappa Circle
Bengaluru-560004

Submission of EMD in any other form is not acceptable and tenders with such EMD shall be rejected.

No interest shall be allowed on the Earnest Money Deposit (EMD). Tenders without EMD shall be summarily rejected. However, MSEs are exempted from paying EMD as per MSME Act 2012. For getting the benefits in case of MSE firms, Bidders / agencies should submit registration certificate issued from the relevant authorities. Such request also should reach the above address on or before 29.04.2024 (3.00 pm)

The EMD of unsuccessful tenderers shall be returned within 15 days after award of work.

- 7) **OFFER VALIDITY PERIOD:** The tender for the works and the rates quoted shall remain open for acceptance for a period of **120 days** from the date of opening of price bids, the rates and terms pertaining to rates shall be as per our price bid. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Bank, then the Bank shall, without prejudice to any other right or remedy, be at liberty to forfeit full value of the earnest money as aforesaid.

This Notice Inviting Tender shall form a part of the contract document. The successful Tenderer/Bidder, on acceptance of his tender by the Accepting Authority, shall, enter in to an agreement within 14 days from the date of acceptance letter.

- 8) **CLARIFICATION OF OFFERS:** During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time stipulated by the Bank, failing which the bids are liable for rejection.
- 9) **NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER:**
- The Bank is not bound to accept the lowest bid or any offer / bid or to assign any reason for non-acceptance. It also reserves its right to reject any or all the offers / Bids without assigning any reason thereof whatsoever.

GAW/EPC/RFP-02/2024 dt 06.04.2024

SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

- The Bank will not be obliged to meet and have discussions with any bidder and /or to entertain any representations in this regard.
 - The bidder including those, whose RFP is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by them through or in connection with his submission of RFPs, even though the Bank may opt to modify/withdraw the RFP / Recall the RFP.
- 10) **INCOMPLETE OFFERS WILL BE REJECTED:** The incomplete offers will be rejected without any further reference. Such rejections may take place in case of non-adherence to the format or partial submission of technical information as per the format given in the offer or not Furnishing the information sought for.
- 11) Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the Bidders who resort to canvassing will be liable for rejection.
- 12) **DETERMINATION OF L-1 PRICE:** The L-1 bidder will be determined on the basis of the lowest price quoted for the Total Cost of Ownership. The Total Cost of Ownership (TCO) will be arrived based on the Bill of Material **Annexure D** and the L1 bidder will be determined accordingly. The Total Cost of Ownership will be calculated as follows.

TCO = Total Cost of SITC of Kitchen Equipments + Present value of the AMC cost for 5 years after warranty.

Basing on the TCO, Ranking of the Bidders will be determined.

The Present Value (PV) for the AMC component per year will be calculated as per the following formula:

$$PV = \frac{C}{(1+r)^n}$$

Where 'C' is the annual AMC amount of each year

'r' is repo linked lending rate(RLLR) which is at present 9.25%

'n' is 1 for 1st year, 2 for 2nd year.....5 for 5th Year.

The above mentioned calculation is for Price comparison purpose only.

In case of quoting for very low abnormal AMC rates, Bank reserves the right to seek for the Performance Guarantee to the extent of 10% of the project cost throughout the 6 year period (1year Defect Liability period and 5 years under AMC).

GAW/EPC/RFP-02/2024 dt 06.04.2024

SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

13) PERMITS AND LICENSES

Permits and licenses for the release of materials or its purchases, which are under Government control, will be arranged by the contractor. It may be clearly understood that no compensation or additional charges can be claimed by the contractor for non-availability of such materials in due time on this account or according to his own requirements.

The contractor may, however, be eligible to a proportionate extension of time on this account, which in the opinion of the Employer is reasonable.

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14) **PROVISIONS FOR MICRO & SMALL ENTERPRISES (MSES):** As per Government of India's Public Procurement Policy act 2012, certain benefits will be given for MSE Units. The details are as under.

- (i) The Public Procurement Policy shall apply to MSEs registered with District Industries Centres or Khadi Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises.
- (ii) MSEs participating in Tender/RFPs and qualified for opening price bid, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 in a situation where L1 price is from someone other than a MSE & such MSE shall be allowed to supply upto 20% of total Tender/ RFP value. In case of more than one such MSE, the supply shall be shared proportionately (to Tender/RFP quantity).
- (iii) MSEs are also exempted from paying Tender/RFP fee/cost, EMDs. For getting the benefits in case of MSE firms, shall submit relevant documents such as valid MSE registration Certificates as per policy under clause 14.1. The purchase preference are furnished in **Annexure - N**.

DISCLAIMER

- The information contained in this RFP document or any information provided subsequently is provided to the bidder on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
- The RFP is neither an agreement nor an offer and is only an invitation by the Bank to interested parties who are qualified for submission of bids. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly signatory of the Bank and the Successful bidder/s.

GAW/EPC/RFP-02/2024 dt 06.04.2024

SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

- The purpose of this RFP is to provide the bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary may obtain independent advice. 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.
- Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Such change will be published on the Bank's website www.canarabank.com, also on e-procurement Technologies Limited www.gerpegov.com/canarabank and it will be binding on the bidder.
- The Bank reserves the right to reject any or all the proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of the Bank shall be final, conclusive and binding on all the parties.

**Divisional Manager
EPC Section,
General Administration Wing
Head Office**

GAW/EPC/RFP-02/2024 dt 06.04.2024

SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

B. TERMS AND CONDITIONS:

1. EFFECTIVE DATE

1.1 The contract shall come into effect from the date of receipt of purchase order by the successful bidder.

2. SCOPE OF CONTRACT

2.1 The scope of procurement includes Supply, Installation, Testing, Commissioning & Annual Maintenance Contract of Specialised Kitchen Equipments At Staff Training Facility At Bagaluru, Bengaluru. The contractor shall carry out and complete the works in every respect in accordance with this contract as directed by the Engineer In charge to the satisfaction of the Engineer In charge. Notwithstanding the details furnished, any discrepancies shall be brought by the tenderer & suggest modifications.

This RFP consists of following requirements:

<u>SL NO</u>	<u>ITEM DETAILS</u>
1	SITC of Specialised Kitchen Equipments (List of Items as per Financial Bid)
2	Annual Maintenance Contract for 5 years (after completion of warranty period).

2.3 Definition: The definitions of the words used shall be as follows:

Bidder - Firm participating for subject RFP.

Bank - Canara Bank.

Site - Kitchen Area at GF of Staff Training Facility Building at Bagaluru, Bengaluru

Contract - Agreement / Order between Bank and successful bidder.

Vendor : Successful bidder on whom the Purchase Order is placed by Bank.

3. TIME PERIOD.

3.1 The SITC of the kitchen equipments has to be completed within a period of **45 days** from the date of receipt of the Purchase order by the bidder. The entire kitchen equipments should be made operational within **45 days** from the date of receipt of the Purchase order by the bidder

3.2. Time is the essence of the Contract. Time Period for delivery and to make the equipments operational shall be firm and binding on the bidder / vendor.

GAW/EPC/RFP-02/2024 dt 06.04.2024

SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

- 3.3. The successful bidder shall co-ordinate the activities relating to provision of infrastructural facilities within the scope of the Bank. Such facilities shall be specifically listed out by the Bidder at the time of submission of the RFP.
- 3.4. The delay on delivery and to make the items operational will attract Liquidated Damages as per clause 7 of the terms & conditions of RFP.
- 3.5 The warranty period will start from the date of delivery and installation as certified by the Bank in writing.

4. PRICE.

- 4.1. The Price/s quoted for supply for the SITC of the equipments must be made in Indian Rupees only and shall include the following:
 - a. All duties and importing cost, if any.
 - b. Cost of any other miscellaneous items supplied by the Bidder for functioning of the kitchen equipments if any.
 - c. Packing, Transportation and Forwarding charges to the site.
 - d. Delivery at the desired location in the building as per instructions of the Engineer in Charge and making the kitchen equipments operational at free of cost.
 - e. Minimum of One-Year Comprehensive On-site Warranty from the date of making the equipments operational at site including free preventive service once in three months.
- 4.2 **Goods & Service Taxes (GST) is payable extra. The price quoted by the vendor shall include all other taxes and levies.**
- 4.3 The AMC prices shall be firm and binding without any escalation whatsoever for entire period of 5 years of contract after warranty period of one year.
- 4.4 No escalation in price is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract

5. AGREEMENT: The Successful bidders shall sign an agreement on bank prescribed format as per **Annexure I** with the Bank within 14 days from the date of receipt of Purchase Order. The contractor shall pay for all stamps and legal expenses, incidental there to.

6. DELIVERY.

- 6.1. The delivery has to be made at the site location
- 6.2. The order will be deemed as incomplete any component of the equipments are not delivered or made operational or not acceptable to the Bank after acceptance testing / examination. In such an event, the subject supply and making the equipments operational will be termed as incomplete and the items

GAW/EPC/RFP-02/2024 dt 06.04.2024

SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

will not be accepted and the warranty period will not commence. The equipments will be accepted only after complete operationalization and demonstration.

6.4 If the Bidder fails to deliver the kitchen equipments and make it operational within the stipulated time schedule or by the date extended by the Bank, the same shall be treated as a breach of contract. Partial supply of the ordered quantity shall also be considered as breach of contract. In such case, the Bank may invoke the proportionate amount of Security Deposit / Bank Guarantee.

6.5 The Bank will not arrange for any Road Permit / Sales Tax clearance for delivery of items to different locations and the Bidder is required to make the arrangements for delivery of kitchen equipments to the locations as per the list of locations /items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the Bidder, if required. Import / Export license, if any required shall be arranged by the bidder only on his own, at his own cost. Failure to obtain required licence from the competent authority will not be considered as Force majeure.

6.6 Operationalizing of the kitchen equipments and accessories will be deemed as complete only when the same is certified by the Engineer In charge in accordance with the Terms & Conditions of this RFP.

6.7. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS

- a. All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workmanlike manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by the Employer during the execution of the work, and to his entire satisfaction.
- b. If required by the Employer, the contractor shall have to carry out tests on materials and workmanship in BIS certified/NABL accredited laboratories/ Govt Institutions / Reputed Engineering Colleges or as prescribed by the Employer at his own cost to prove that the materials etc. under test conform to relevant Bureau of Indian Standards and/ or as specified in the specifications. The necessary charges for sample material, transporting, testing etc. shall have to be borne by the contractor.
- c. All material must be the best of their kind available and the contractors must be entirely responsible for the proper and efficient carrying out of the work. Samples of all the materials to be used must be submitted to the Employer when so directed by the Employer.

GAW/EPC/RFP-02/2024 dt 06.04.2024

SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

- d. Should the work be suspended by any reason, the contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damages arising from any of these causes.

7. LIQUIDATED DAMAGES FOR DELAY

7.1 If the bidder fails to deliver and operationalizing the entire scope of items within the contract, within the specified time, the Bank shall have the option to accept or reject the items/equipments delivered by the bidder after the expiry of the time period specified in the RFP. In case of acceptance of the delayed operationalization of the items, the bidder shall be liable to pay the Bank the following amount as Liquidated damages at the rates specified below, for each completed week of delay or part thereof, on the tendered cost.

Liquidated Damages per week of delay or part thereof	0.5% of the tendered cost of the SITC of the Kitchen Equipments, subject to a maximum of 5% of the tendered cost
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- 7.2. The bidder agrees and considers that the liquidated damages set out herein above are fair and reasonable and that he will raise no objection or dispute with regard to the bank’s right to recover the liquidated damages.
- 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 encashment of bank guarantees or otherwise from bidder.

8. TERMS OF PAYMENT

The following terms of payment shall be applicable to this contract.

8.1. Bank will not make any advance payments.

8.2. Final Bill Payments

- **75% of the contract value will be paid after delivery of the materials at site and supported by necessary documents / test certificates etc, delivery challans and invoices.**
- **Remaining amount after deduction of retention amount, liquidated damages (if applicable), security deposit and statutory deductions shall be paid on satisfactory erection and on issue of taking over certificate/completion certificate**

Final bill should be submitted within 15 days of the final bill certification in proper bill format (Tax invoice). The acceptance of payment of the final bill by the Bidder would indicate that he will have no further claim in respect of the work executed.

GAW/EPC/RFP-02/2024 dt 06.04.2024

SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

Final bill payment will be made within the period of 30 (Thirty) working days after submission.

The supplier can also submit BG equivalent to the above Security deposit valid for the defect liability period and get the security deposit refunded.

Please note that Bidder's Signed Financial Invoice, *Delivery Proof and safe operational Reports, test reports should be submitted in originals only while claiming payment* in respect of orders placed.

8.3 Running Bill payments / Interim Payment of Bills:

Against partial supply of items/equipments, **75% of the tendered rates of these items shall be considered for payment after delivery of the materials at site, subject to a minimum running bill value of Rs.10.00 Lakhs (Rupees Ten lakhs).**

The Bank's authorized official shall issue a certificate after due scrutiny of the Bidder's bills, joint verification of the measurements and inspection of quality of works executed on site.

Bill payment will be made within the period of 15 (Fifteen) working days after submission of running bills along with the certificate issued by the Bank's authorized official.

All the interim payments shall be regarded as payments by way of advance against the final payment only, and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall it conclude, determine or affect in anyway the power of the Employer/Bank under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract.

9. SECURITY DEPOSIT/PERFORMANCE GUARANTEE

9.1. The successful bidder should submit a Security Deposit for **5% value of the contract**, within **fourteen days** from the date of receipt of the Banks' purchase order. If the Security Deposit is not submitted within the stipulated time, Bank reserves rights to cancel the order and forfeit the EMD.

Performance security may be furnished in the form of Insurance Surety Bond, account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee issued/ confirmed from any of the commercial bank in India or online payment in an acceptable form, safeguarding the Procuring Entity's interest in all

GAW/EPC/RFP-02/2024 dt 06.04.2024

SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

respects.. No interest shall be payable by the Bank on the above in case of BG as security deposit. The format of performance BG is shall be as per **Annexure J**.

- 9.3. Security deposit if submitted in the form of Performance Bank Guarantee, the guarantee /maturity period should be valid for 15 months from the date of placing the order or till expiry of warranty period/Defect Liability Period, whichever is later. The guarantee should also contain a claim period of three months from the last date of validity.
- 9.4. 100% of the security deposit / bank guarantee will be returned to the bidder / vendor within 30 days after completion of warranty period/defect liability period subject to satisfactory performance of the items as per the RFP rules, terms& conditions, deducting the recoveries if any and execution of AMC agreement.
- 9.5. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incomplete work and unsatisfactory performance during the warranty period.
- 9.6. The Bank shall have the right to invoke the Bank guarantee before the expiry of validity, for breach of contract and or if the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The proceeds of the guarantee shall be payable to the Bank.

10. ORDER CANCELLATION/TERMINATION.

The Bank reserves its right to cancel the entire / unexecuted part of Purchase Order/Contract at any time by assigning appropriate reasons in the event of one or more of the following conditions treating it as default / non performance of the contract:

1. Fails to accept the work order within the specified time.
2. Fails to sign the agreement within the specified time.
3. Fails to deposit the Security deposit /performance Guarantee within the specified time.
4. Delay in delivery beyond the specified period.
5. Partial Delivery.
6. Serious discrepancies noted in the items delivered.
7. Quality issues noted in the items delivered.
8. Breaches in the terms and conditions of the Order.

In addition to the cancellation of purchase order, the Bank shall have the right to invoke the Bank Guarantee or forfeit the Security Deposit given by the bidder towards non performance/non compliance of the terms and conditions of the contract.

Notwithstanding anything contained hereinabove Bank reserves the right to cancel/terminate the entire/unexecuted part of Purchase Order/Contract at any time, without assigning any reasons by giving a 30 days notice to the selected bidder.

GAW/EPC/RFP-02/2024 dt 06.04.2024

SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

11. MANUALS.

11.1. The bidder shall supply along with each kitchen equipment ordered, all the related documents without any additional cost. The media and documents shall be in English. These will include but not restricted to User Manual, Operation Manual, etc.

11.2. All related documents, manuals, catalogues and information furnished by the bidder shall become the property of the Bank.

11.3 The manuals shall include consolidated control diagrams and all piping diagrams

12. WARRANTY.

12.1 The kitchen equipments shall be under Comprehensive Onsite Warranty covering all parts, maintenance or support for its proper operation as specified in the RFP for a **Period of 12 months** from the Date of satisfactory operationalization of the items certified by the Engineer In-Charge in writing.

12.2 The supplied items shall be free from defective material and workmanship and any shortfall/defect that may appear/be detected within 12 months from the date of site acceptance, which in the opinion of the Bank has arisen from bad design, material and/or poor workmanship, shall upon intimation to the bidder, be made good at the bidder's own risk within 10 days.

12.3 During the said warranty period of 12 months, the bidder shall without any extra cost, attend to any difficulties/defects/replacements that may arise in the operation of the system. There should be regular **preventive maintenance at least once in three months**.

12.7 The issue of operational certificate/inspection certificate/approval by the Bank shall in no way relieve the Bidder from the provisions of this clause.

12.8 If the bidder does not rectify either by repair or replacement, such defects and put back the items into satisfactory operation within 10 working days from the date of notice by the Bank or does not complete the said rectification with reasonable diligence, a penalty of Rs.1000/- per day per individual reported item subject to a maximum of the respective will be levied and deducted from the security deposit or such other/any other sums payable to the bidder.

12.9 Bank reserve rights to forfeit the Security Deposit deposited by the vendor in case of any breach / deviations on part of vendor on any service related issues or warranty issues or any breach in the contract during warranty period.

13. COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT.

13.1 The Bank, at its discretion may enter into Annual Maintenance Contract with the

GAW/EPC/RFP-02/2024 dt 06.04.2024

SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

bidder as per Agreement Format in Annexure T.

- 13.2. The support for maintenance of kitchen equipments and its components should be available for a minimum period of 5 years after warranty period by the bidder.
- 13.3. The Bidder shall quote his rates per year for all inclusive maintenance service **exclusive of applicable Goods & Services Taxes**, commencing after the expiry of Warranty period, for minimum period of Five years.
- 13.4. The rate of CAMC must be quoted both in words and figures in the Financial Bid separately for maintenance contract (which shall cover replacement of defective parts) for 5 years after the expiry of warranty.
- 13.5. The CAMC Charges should cover the regular maintenance of the items and the electronic, electrical and mechanical components, cost of the replaced parts, consumables and also the manpower cost, visiting charges except cost of electrical power.

It may be noted by the bidder that Bank will not provide any kind of assistance in the form of men/material and the Bidder will have to make his own arrangements for deputing the required skilled manpower including all necessary spares for setting right the reported/observed defects. These rates shall remain firm and valid for a period of **Five years** from the date of expiry of the warranty period.

Repairs to the equipments in the event of any breakdown, the scope of the contract shall include all costs, transport, handling, insurance charges and including all taxes, duties, levies for the following.

- 13.5.1. Preventive maintenance like periodical servicing, trouble shooting, settings, adjustments, cleaning, oiling, greasing at periodical intervals to ensure (i) smooth and trouble free working of the system and (ii) the performance of the machine at the contracted capacity.
- 13.5.2 Troubleshooting, settings, adjustments including cost of repair/supply of spares/ components/ sub-systems.
- 13.6. Payments will be released by the Estate Policy & Control Section, General Administration Wing or any other office intimated by the Bank, **at half yearly intervals** after satisfactory completion of the service during the period. The invoices should be submitted along with the service reports duly certified by the Kitchen in-charge.
- 13.7. Any breakdown of the items or its components/ shortfall in its performance will be intimated to the bidder by the Bank and the bidder shall attend to the fault and rectify the **same within 24 hours of reporting the fault**. If the machine is not put back into satisfactory operation within 2 working days, a penalty at the

GAW/EPC/RFP-02/2024 dt 06.04.2024

SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

rate of Rs 1000/- per working day per machine subject to a maximum of Rs 1.00 lakh per machine will be imposed and the same will be deducted from the AMC charges payable or from the security deposit/performance guarantee.

13.8. The Bank shall have the option to terminate the service contract any time during the contract period by giving a written notice of 3 months, without assigning any reason thereof. However, the contractor shall commit himself to the service contract for a minimum period of 5 years, unless the service contract is terminated by the Bank and bidder will have no right to terminate the contract within this period.

13.9. The contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of the contract, these would be paid to it/him as per the contract terms

13.10 Bank reserve rights to forfeit the Security Deposit deposited by the vendor incase of any breach / deviations from the vendor side on any service related issues or any breach in the contact during AMC period.

13.11 There should be a preventive maintenance during the AMC period, such preventive maintenance should be at **least once in three months**.

14. TRAINING.

The successful bidder shall associate the Bank's staff during the testing of the kitchen equipments. The successful Bidder shall train Bank's staff in proper Operation of the items on a mutually agreed Date & Time. The contractor shall arrange to train the Employer's personnel on the following aspects prior to takeover of the plant :

- Operation and routine maintenance of all equipments..
- Adjustments of settings for controls and protective devices.
- Preventive maintenance.
- Disassembling and assembling of compressor including identification and replacement of worn out parts.

15. LOCAL SUPPORT.

The bidder should be capable of meeting the service & support standards as specified in this RFP. Service support should be available during all Bank working days/ hours.

16. DELETED

17. PUBLICITY.

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

18. DELETED

GAW/EPC/RFP-02/2024 dt 06.04.2024

SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

19. SPARE PARTS

The bidder will make the spare parts for the equipments available for a minimum period of 5 years after warranty period.

If any of the peripherals / components are not available during the warranty / AMC period, the substitution shall be carried out with peripherals / components of equivalent or higher capacity.

20. NEGLIGENCE.

In connection with the provisions of General Terms, If the bidder neglects to execute the order with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the losses at the risk and cost of the Contractor.

21. RESPONSIBILIYTY FOR COMPLETENESS

Any supplies and services which might not have been specifically mentioned in this RFP but are necessary for the design, engineering, manufacture, supply and operationalizing, completeness of the order, shall be provided / made available as per the time schedule for smooth and efficient operation and maintenance of the safe under Indian condition.

The Bidder shall be responsible for any discrepancies, errors and omissions in the drawings or other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the bank or not. The bidder shall take all corrective measures arising out of discrepancies, error and omission in drawings and other information as mentioned above within the time schedule and without extra cost to the bank.

22. FORCE MAJEURE

The 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.

For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the 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

GAW/EPC/RFP-02/2024 dt 06.04.2024

SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation.

In the event of any such intervening Force Majeure, the 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 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.

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 Bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

Under no circumstances the bidder will be entitled to any compensation, damages or extra cost. Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.

23. RESOLUTION OF DISPUTES.

All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (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 absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. In case the Proposal is not received as required above on or before the said date and time, Bank shall presume that bidder is not interested proceeding with the dispute. The venue of arbitration shall be Bengaluru, India.

24. JURISDICTION :

The Purchase Contract shall be governed by the Laws and Regulations of India for the time being in force and will be subject to the exclusive jurisdiction of the Courts in Bengaluru, India.

25. INDEMNITY :

The Bidder shall keep and hold the purchaser Bank indemnified and harmless from time to time and at all times against all actions, prosecutions proceedings, claims,

GAW/EPC/RFP-02/2024 dt 06.04.2024

SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

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 Purchaser arising out of:

- i. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the Bidder, non-compliance of safety rules, regulations, instructions by the Bidder and mishaps occurring at the site due to the shifting or manoeuvring.
- ii. Any contravention or Non compliance with any applicable laws, regulations, rules, statutory or legal requirements by the Bidder.

Further, the Bidder shall indemnify, protect and save the purchaser 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 the services offered by the Bidder.

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

Claims made by the purchaser / 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.

Indemnity format is enclosed as Annexure - S. The same to be duly filled and submitted by the successful bidder in a non-judicial stamp paper of appropriate value.

26. RIGHT TO AUDIT :

- a. The Bidder has to get itself annually audited by internal/ external empanelled Auditors appointed by the PURCHASER/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the PURCHASER/such auditors in the areas of products (IT hardware/software) and services etc., provided to the PURCHASER and the Bidder is required to submit such certification by such Auditors to the PURCHASER. The Bidder and or his/their outsourced agents/subcontractors (if allowed by the PURCHASER) shall facilitate the same. The Bidder shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the PURCHASER.
- b. Where any deficiency has been observed during audit of the Bidder on the risk parameters finalized by the PURCHASER or in the certification submitted by the

GAW/EPC/RFP-02/2024 dt 06.04.2024

SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

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

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

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

28. ACCOMODATION OF WORKMEN :

The contractor has to make his own arrangements for accommodation of workmen. Overnight stay of workmen in the premises will not be permitted under any circumstances. Care shall be taken to ensure that the workers/work are restricted to the specific work place at 9th floor and no spill over / movement of workers at other floor shall be allowed.

29. ELECTRICITY :

The contractor shall arrange with the concerned Electric Supply Authorities for a temporary meter for electric supply to the site and shall provide all temporary wiring, power and lighting points for the whole of the works, site office and clear away when no longer required. He shall pay all charges for same and for electricity consumed, including the consumed by sub-contractors. Bank shall only sign any application form as owner of the property.

31. ESCALATION:

The rate quoted shall be firm throughout the tenure of the contract including extension of time, if any, granted and will not be subject to any fluctuation due to increase in cost of materials, labour, any taxes, etc. There shall be **NO ESCALATION** on the quoted rates.

GAW/EPC/RFP-02/2024 dt 06.04.2024

SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

32. VARIATION/ DEVIATION

The Engineer-in-Charge with the specific approval of the Employer shall have power to make alteration in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the tenderer shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge. Such alterations, omissions, additions or substitution shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the tenderer may be directed to do in the manner specified above as part of the works, shall be carried out by the tenderer on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

(a) No work which radically changes the original nature of the contract shall be ordered by the Engineer-in-Charge as a deviation.

(b) In the event of any deviation being ordered which in the opinion of the tenderer changes the original nature of the Contract, he shall within fifteen days of having been so ordered bring this to the notice of the Employer with the reasons but nevertheless carry it out and the disagreement as to the nature of work and the rate to be paid therefore shall be resolved in accordance with Clause under caption "RESOLUTION OF DISPUTES".

(c). The tendered rates, shall hold good for any increase or decrease in the tendered quantities upto variation of 25% and as stipulated else where for legitimate completion of works as per original design or scope of work and on account of any modification or alteration suggested and where the variation is for the respective item is beyond 25%, the rate for the respective item may be reviewed on mutually agreed terms.

(d) ASCERTAINMENT OF PRICES FOR EXTRA/ SUBSTITUTE ITEMS

Should it be found that any variation is made, from the tendered schedule of item by operating additional item called "extra item" or "substitute Item" in substitution of some tendered items, the rate and the valuation thereof, unless previously or otherwise agreed upon, shall be made in accordance with the following rules -

- (i) Rates of extra or substituted items shall wherever possible be derived from the tender rates of similar Items in the contract. Whenever any rates are based on market rates of materials and labour, an element of profit and all overheads at fifteen percent.

GAW/EPC/RFP-02/2024 dt 06.04.2024

SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

(ii) The Contractors submit their rate analysis in details, as detailed above (i), for variations/ extra items at least 15 days before executing the work to the bank engineer who shall scrutinize the analysis and forward the same for Bank's approval. The rates as corrected, verified, approved/ accepted by the bank shall only be final and binding on the contractor.

33. SUBSTITUTION

In the event of non-availability of any specified material, should the contractor desire to substitute any materials and workmanship, he must obtain the approval of the Employer in writing for any such substitution well in advance. Such decision of the Employer shall be final and binding on the contractor. In respect of Materials whose makes are not specified in the tender, specific approval of the Employer has to be obtained in writing before their usage.

**Divisional Manager
EPC Section,
General Administration Wing
Head Office**

GAW/EPC/RFP-02/2024 dt 06.04.2024

SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

C. SPECIAL CONDITIONS RELATED TO SUPPLY OF KITCHEN EQUIPMENTS & ASSOCIATED WORKS

1. Working Drawings

The Contractor shall within 07 days of signing of the contract prepare and submit to the Engineer for approval, 2 sets of detailed working/ shop drawings for the systems/equipment indicating the layout of equipments, fabrication details, foundation details of equipments, Equipment characteristics and capacity details of all equipment, accessories, electrical drawings and other drawings as required for the execution of the works under the Contract.

These drawings shall contain details of construction, size, arrangement, operating clearances, performance characteristics, and capacity of all items of equipment, as also details of all related items of work by other disciplines.

If the Engineer makes any amendment in the above drawings, the Contractor shall supply two fresh sets of drawings with the amendments duly incorporated, along with the drawings on which corrections were made. After final approval has been obtained from the Engineer, the Contractor shall submit a further six sets of shop drawings for the exclusive use of and retention by the Engineer.

The shop Drawings shall be submitted for approval sufficiently in advance of planned delivery and installation of any material, to allow Engineer ample time for scrutiny. No claims for extension of time shall be entertained because of any delay in the work due to failure to produce shop drawings in time. Approval rendered on shop drawings shall not be considered as a guarantee of measurements or of building conditions. Where drawings are approved, said approval does not mean that drawings have been checked in detail nor does it in any way relieve the Contractor from his responsibility of furnishing materials or performing work as required by the Contract

2. Completion Drawings

Following "AS BUILT" drawings shall be submitted by the contractor on completion of the work :

- a. Installation drawings giving complete details of the entire equipment including
- b. foundations.
- c. Electrical drawings showing cable sizes, equipment capacities, control components
- d. and control wiring.
- e. Schematic control drawings giving detailed sequence of operation and notes to explain
- f. the operation of the control circuit.
- g. Piping drawings showing all pipe sizes, valves and fittings.
- h. Any other drawings to be supplied as per instructions of the Engineer.

The Drawings shall be cross checked and approved by the Engineer before Acceptance.

GAW/EPC/RFP-02/2024 dt 06.04.2024

SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

3. Inspection at Contractor's Premises

The Engineer and his representatives shall at all reasonable time have free access to the contractor's premises/works. The contractor shall give every facility to the Engineer and his Representative and necessary help for inspection and Examinations and test of the materials and workmanship.

The Engineer's Representative shall have full powers to inspect drawings of any portion of the work or examine the materials and workmanship of the plant at the contractor's works or at any other place from where the material or equipment is obtained. Acceptance of any material or equipment shall in no way, relieve the Contractor of his responsibility for meeting the requirement of the specifications.

4. Samples and Prototypes

The contractor shall submit samples of items such as valves, controls and/ or any other parts or equipment as required by the Engineer for prior approval in writing before placing the order. The contractor shall also construct prototype or samples of work as laid down in the contract or as instructed by the Engineer. Such samples and prototypes after approval shall be retained by the Engineer and shall serve as the standards to be achieved in final construction.

5. Testing and Commissioning

Tests on the equipment as called for in the Specifications shall be carried out by the Contractor in accordance with the specifications, the relevant Indian Standard Specifications and the relevant Indian and International Standards.

The initial tests shall include but not be limited to the following :

- b. To operate and check the proper functioning of all electrically operated components.
- c. To operate and check the proper functioning of all electrical panels, switchgears, safety and other controls.
- d. To check the systems against leaks in different circuits, alignment of motor, 'V' Belt adjustments etc.
- e. To check the vibration and noise levels of the equipment.
- f. Setting of all control and all such other tests which are essential for smooth functioning of the plant. The Contractor shall pay for and arrange without any extra cost, all necessary balancing and testing equipment, instruments, materials, accessories, power, water, fuel and the requisite labour for testing. Any defects in materials and/or in workmanship detected in the course of testing shall be rectified by the Contractor entirely at his own cost, to the satisfaction of the Engineer. The installation shall be tested again after removal of defects and shall be commissioned only after approval by the Engineer. All tests shall be carried out in the presence of the Engineer or the Engineer's Representative.

GAW/EPC/RFP-02/2024 dt 06.04.2024

SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

6. Safe Custody and Storage

Safe custody of all machinery and equipment dismantled, shifted & supplied by the contractor shall be his own responsibility till the final taking over by the Employer. He should, therefore, employ sufficient staff for watch and ward at his own expenses. The Employer may, however, allow the contractor to use the plant room/weather maker/rooms, etc. for temporary storage of his equipment if such spaces are ready and available.

**Divisional Manager
EPC Section,
General Administration Wing
Head Office**

GAW/EPC/RFP-02/2024 dt 06.04.2024

SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

ANNEXURE - A

Covering letter format

Offer Reference No:

Date:

To
The Divisional Manager,
Technical cell,
Estate Policy & Control Section,
G A Wing, Head Office Annexe,
29 K R Road, Basavanagudi
BENGALURU - 560 004

Dear Sir,

RFP Ref: GAW/EPC/RFP-02/2024 dated 05/04/2024

Having examined the RFP document including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to 'Supply, Installation, Testing, Commissioning & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru' in conformity with the said RFP in accordance with the schedule of prices indicated in the Financial offer and made part of this offer.

If our offer is accepted, we undertake to complete the delivery operationalizing and handing over the kitchen equipments to the Bank within 45 days at the location specified in the offer document. We enclose a Demand Draft /Bank Guarantee in lieu of EMD as per RFP in favour of Canara Bank as EMD.

We agree to abide by this offer till 4 months from the date of opening of the RFP and for such further period as may be requested for by the bank, and agreed to in writing by us. 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 fulfill 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 purchase contract for supply of the kitchen equipments.

We enclose a list of clients in India (giving their full addresses) where the model quoted by us now have been supplied by us and the name and addresses of our Bankers.

We also confirm that we have not been disqualified by any PSU bank for supply of Security equipments.

Our PAN number for Income Tax is _____.

We are registered with the Goods & Service Tax authorities and our registration numbers are as follows.

GAW/EPC/RFP-02/2024 dt 06.04.2024

SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

Goods & Service Tax Registration Number is _____.

We accept all the Instructions and Terms and Conditions 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 have read the instructions appended to the Proforma and I / We understand that if any false information is detected at a later date, any future contract made between ourselves and Bank, on the basis of the information given by me / us can be treated as invalid by the Bank and I / We will be solely responsible for the consequences.

Dated this _____ day of _____ 2024

Signature. _____

Signature of the Authorized Signatory with date & seal

ENCLOSED : 1) EMD : DD No.s

BG No.

Client List

List of Bankers

GAW/EPC/RFP-02/2024 dt 06.04.2024
SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

ANNEXURE - A1

I. Particulars of Bidders / Manufacturer

<u>Sr No</u>	<u>Particulars</u>	
<u>A</u>	<u>Company/ Bidder Profile</u>	
1	Name of the Bidders/ Firm Company	
2	Constitution	
3	Date of Establishment/ Incorporation	
4	Address Registered Office Corporate Office	
5	Telephone No Mobile No FAX No E-mail Address Website	
6	Sales Turnover 2020-2021 2021-2022 2022-2023	
7	Domestic Customer Base (Kitchen equipments supplied in India, Value in Lakhs)	
8	Service Network details	
<u>B</u>	<u>Manufacturer's Profile</u>	
1	Name of the Manufacturing Company	
2	Constitution of the Manufacturing Company	

GAW/EPC/RFP-02/2024 dt 06.04.2024
SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

3	Date of Establishment/Incorporation of the Manufacturing Company	
4	Address of the Manufacturing Company Registered Office Corporate Office	
5	Telephone No FAX No E-mail Address Website	
6	Nature of Relationship of your company with the Manufacturing Company. Subsidiary of the Manufacturing Company/Division of Manufacturing Company/Sole Distributor/Non Exclusive Distributor/Agent/Others Please Specify	
7	Experience of the Manufacturing Company in kitchen equipments	

II. Registration with Tax Authorities :

- i) Income-tax (PAN) No. :
- ii) GST No. :
- iii) EPF Regn. No. :
- iv) ESI Regn. No. :
- v) TIN / VAT No. :

(Copies of certificates of registration with relevant authorities to be enclosed as Annexure)

III. Registration with Govt. / Public Sector / Banks

Name of the Organization	Year since empanelled

GAW/EPC/RFP-02/2024 dt 06.04.2024

SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

IV. Give details if at present involved in litigation in similar type of contracts:

V. Details of civil suit, if any, that arose during execution of contract in the past 10 years :

VI. Name & relation, if any, with the staff member of Canara Bank :

VII. Details of work executed during the last 3 years:

Type of work	Work executed for (name of the Institution/ Body)	Nature of work (in brief)	Location	Value Rs.	Date of Commencement	Date of Completion

Note: Copies of work orders along with Xerox copies of relevant TDS certificate, satisfactory completion certificate obtained from the client shall be enclosed as Annexure. Please note without the copies of certificates, your application is liable to be rejected.

VIII. Details of Pre-Qualifying work

Name of the work	Name of the client	Work order reference/date	Completion letter reference/date	Value of work completed

Filling of columns is mandatory and to be supported by copies of work order and completion letters as per the criteria. On Non-filling of columns or not enclosing credentials, the application form submitted will be rejected without assigning any reason thereof.)

IX. Turnover in last 3 years:

FY	Turnover in Rs (Lakhs)
2021-22	
2022-23	
2023-24	

Signature of the Authorised Signatory with date & seal

GAW/EPC/RFP-02/2024 dt 06.04.2024
SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

ANNEXURE - A3

Compliance Statement

Declaration

We hereby undertake to agree to abide by all the terms & conditions stipulated in the RFP document

We certify that the systems / services offered by us for RFP conform to the specifications stipulated in the RFP form

Signature of the Authorised Signatory with date & seal

GAW/EPC/RFP-02/2024 dt 06.04.2024
 SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

ANNEXURE - B

Authorization letter format

To
 The Divisional Manager,

Dear Sir,

SUB: Authorization Letter for attending the Bid Opening

REF: YOUR RFP NO: - _____ Dt _____.

This has reference to your above RFP for supply of _____. Mr. Miss/Mrs. _____ is hereby authorized to attend the bid opening of the above RFP _____ DT: _____ on _____ on behalf of our organization.

The specimen signature is attested below :

 Specimen Signature of Representative

 Signature of Authorizing Authority

 Signature of Attesting Authority

 Name of Authorizing Authority

GAW/EPC/RFP-02/2024 dt 06.04.2024
SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

ANNEXURE -C

Manufacturer's Authorization Form

No. _____.

Dated. _____

To
The Divisional Manager,

Dear Sir,

RFP Reference No. _____

We _____ who are established and reputed manufacturers of _____ having factories at _____ and _____

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 RFP offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the RFP and the contract for the equipment and services offered against this invitation for RFP offer by the above firm and will extend technical support for a period of 6 years from the date of submission of this RFP.

Yours faithfully
(Name)
For and on behalf of

M/s _____

(Name of Manufacturers)

Note: This Letter Of Authority Should Be On The Letterhead Of The Manufacturing Concern And Should Be Signed By A Competent Person Of The Manufacturer.

GAW/EPC/RFP-02/2024 dt 06.04.2024
 SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

ANNEXURE - D

Price bid & Bill of Material

- ATTACHED -

Notes:

- This bill of material including these Notes, duly filled up and signed, shall be submitted as Financial Bid.
- Bidder must take care in filling price information in the Financial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- All the above prices and AMC charges should be inclusive of all Material charges, Transportation, Local levies as applicable, Loading, Unloading, Lifting- Shifting, Erection, Testing , Commissioning, Scaffolding, GST imports cost, duties, excise/customs duty, and exclusive of applicable Taxes like Goods & Service Taxes etc.
- The Present Value (PV) of the AMC price offered for all the years shall be added to the price of the Machines offered, for the purpose of evaluation of the price bid and arriving at L1. The Present Value (PV) for the AMC component will be calculated as per the following formula:

$$PV = \frac{C}{(1+r)^n}$$

Where 'C' is the Annual AMC amount of each year

'r' is Repo Rate Linked Lending Rate which is presently 9.25%.

'n' is 1 for 1st year, 2 for 2nd year.....5 for 5th Year.

We understand that the above-mentioned figure is for price-comparison purpose only and the bank will pay on actual, taking into account the unit prices quoted by us.

We understand that the above-mentioned figure is for price-comparison purpose only and the bank will pay on actual, taking into account the unit prices quoted by us.

Date:

Place:

Signature

(name)

on behalf of

(Name of the bidder)

GAW/EPC/RFP-02/2024 dt 06.04.2024
SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

Annexure - E

-deleted-

Annexure G

-deleted-

GAW/EPC/RFP-02/2024 dt 06.04.2024

SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

Annexure - H

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To

WHEREAS _____(Name of bidder) (hereinafter called "the bidder " has submitted its RFP dated _____ (Date) for the execution of (Name of Contract)_____ (hereinafter called "the RFP") in favour of Canara Bank hereinafter called the " Purchaser ";

KNOW ALL MEN by these presents that we, _____ Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at _____ amongst others a branch at _____ (hereinafter called "the Bank" are bound unto the Purchaser _____ for the sum of Rs _____ (Rupees _____ only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents;

THE CONDITIONS of this obligation are:

- (a) If the bidder withdraws its RFP during the period of RFP validity specified in the RFP; or
- (b) If the bidder having been notified of the acceptance of his RFP by the Purchaser during the period of RFP validity;
 - (i) Fails or refuses to execute the Agreement, if required; or
 - (ii) Fails or refuses to furnish the performance security or security Deposit, in accordance with clause 9 of Terms and Conditions of this RFP.

We undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser 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,

- 1) our liability under this Bank guarantee shall not exceed Rs _____ (Rupees _____ only)
- 2) The bank Guarantee is valid upto _____ and

GAW/EPC/RFP-02/2024 dt 06.04.2024

SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

- 3) We are liable to pay the guaranteed amount or any part thereof under this Bank guarantee only and only if you serve upon us a written claim or demand on or before _____ (mention period of the Guarantee as found under clause (ii) above plus claim period)

Dated _____ day of _____ 2022_

SIGNATURE OF THE BANK

GAW/EPC/RFP-02/2024 dt 06.04.2024
 SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

ANNEXURE - I - AGREEMENT FORMAT

FORM OF AGREEMENT

This agreement made the _____day of the month of _____in the year 2022 BETWEEN, Canara Bank a body corporate constituted under the Banking Companies (Acquisition and Transfer of undertakings Act, 1970, having its Head office, 112, J C Road, BENGALURU) represented by AGM & its duly constituted attorney (hereinafter referred to as the Purchaser / Bank) on the ONE PART; and

*Sri _____ S/D/o _____
 ___ resident of _____ the sole proprietor of
 M/s _____ having office at the following
 address _____

* M/s. _____ the partnership firm having an
 administrative/principal office at _____ represented by its
 Managing/duly authorised partner.

* M/s. _____ company/body corporate incorporated under the
 provisions of the Companies Act 1956/2013 having its registered office at the
 following address _____, duly represented at
 _____ duly represented by its constituted and authorised Managing
 Director, Shri _____ and (hereinafter called the vendor which term
 shall also be called the Supplier or the Contractor) on the other part

WHEREAS THE Purchaser / Bank is desirous to carryout the supply of specialized kitchen equipments at Canara Bank staff training facility at Bagaluru, Bengaluru as detailed in the RFP _____ Dated _____ and opened on _____ furnished by the Vendor for the supply, operationalizing and performance of such supply has been accepted by the Purchaser on the terms and conditions as set out therein and interalia others.

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) Notice inviting RFP
 - b) General Rules and Instructions for the guidance of Bidders.
 - c) Terms and conditions of the RFP.

GAW/EPC/RFP-02/2024 dt 06.04.2024

SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

d) Special Conditions Related To Supply Of Kitchen Equipments & Associated Works

e) All Annexures of the RFP

f) The details submitted in technical bid, design, technical brochures, drawings and such other details etc.

g) Price bid

h) The Purchase order , Letters from & to the Vendor, if any, leading to and prior to issue of purchase order .

3. In consideration of the payments to be made by the Purchaser to the Vendor, the Vendor hereby covenants and agrees with the Purchaser to supply the items perform the supply in conformity in all respects and subject to all terms and conditions/rules as mentioned in this RFP as also in the aforesaid documents which shall form part 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 Vendor

 _____ to the Purchaser _____ in the presence of:

Signature of Vendor (with seal)

Signature of Authorised representative
of the Purchaser / Accepting Authority.

Witness (Signature, Name & Address):

1).

2).

GAW/EPC/RFP-02/2024 dt 06.04.2024
 SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

ANNEXURE - J - SECURITY DEPOSIT FORMAT

BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT

Guarantee No.....

Amount of Guarantee Rs.....

Guarantee cover from Dated :

To Dated:

Last Date for Lodgement of claim:

To:

.....

.....

.....

.....

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

1. We, the Bank to hereby undertake to pay the amount payable under this guarantee without any demur merely on a demand from the beneficiary stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by reason or any breach of the terms and conditions contained in the said agreement or by reason of the obligator's failure to perform the said agreement. Any such demand in writing made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

GAW/EPC/RFP-02/2024 dt 06.04.2024
 SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

2. We, the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the beneficiary under or by virtue of the said agreement have been fully paid and its claims satisfied or till the beneficiary certifies that the terms and conditions of the said agreement have been fully discharged this guarantee. Unless a demand for claim under this guarantee is made on us in writing on or before we shall be discharged from all liabilities under this guarantee thereafter.

3. We, the Bank further agree that the beneficiary shall have the fullest liberty, without consent and without effecting in any manner or obligations hereunder, to extend time of performance the said obligator(s) from time to time or to postpone for any time any of the powers exercisable by the beneficiary against the said obligator(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved of our liability by reason of any extension being granted to the said obligator(s) for any forbearance, act or omission on the part of the beneficiary or any indulgence by the beneficiary to the said obligator(s) or by any such matter or thing whatsoever which under the law relating to sureties would not for this provision have effect of so relieving us.

4. We, the Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the beneficiary in writing.

5. Notwithstanding anything contained herein:
 - (i) Our liability under this Bank Guarantee shall not exceed Rs.
 (Rupees only)

 - (ii) This Bank Guarantee is valid upto and

 - (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (mention period of the guarantee as found under clause(ii) above plus claim period)

Place:

Date :

Signature

GAW/EPC/RFP-02/2024 dt 06.04.2024
SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

ANNEXURE - K

Undertaking Letter in Your Letter Head with Technical Bid

To,

The Divisional Manager
Canara Bank,

SUBJECT:

Dear Sir,

This has reference to your above RFP published in your banks web site and e-Procurement portal.

We hereby state that we M/s _____ have submitted the above offer documents duly filling at the appropriate places without making any alterations , corrections , omissions in the offer issued by the bank or downloaded from the web site.

Signature & Name of the Bidder with seal

GAW/EPC/RFP-02/2024 dt 06.04.2024
SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

APPENDIX- L

(DECLARATION TO BE SUBMITTED ON LETTER HEAD OF THE BIDDER)

Ref: GAW/EPC/RFP-02/2024 dated 05/04/2024

I / We hereby declare that I / We have not been banned or delisted or debarred by any Government , Quasi Government Agencies, Public Sector Undertakings or Private Companies anywhere, anytime.

Should it be observed anytime during currency of the bidding process or during execution of the work that I / We have been 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

GAW/EPC/RFP-02/2024 dt 06.04.2024

SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

Annexure - N

PURCHASE PREFERENCE

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

1. Micro & Small Enterprises [MSEs]:

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

- 1.1. MSEs should provide proof of their being registered as MSE (indicating the Terminal Validity Date of their Registration) **for the item** under Tender/ RFP along with their offer, with any agency mentioned in the Notification, including:
 - 1.1.1. District Industries Centres or
 - 1.1.2. Khadi Village Industries Commission or
 - 1.1.3. Khadi & Village Industries Board or
 - 1.1.4. Coir Board or National Small Industries Corporation or
 - 1.1.5. Directorate of Handicrafts & Handloom or
 - 1.1.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
 - 1.1.7. For ease of registration of Micro and Small Enterprises (MSMEs), Ministry of MSE has started Udyog Aadhaar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.
- 1.2. MSEs participating in tenders, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 in a situation where L1 price is from someone other than MSE & such MSE shall be allowed to supply at least 20% of total tendered value. In case there are more than one MSEs within such price band and agree to bring down their price to L1, the 20% quantity is to be distributed proportionately among these Bidders.
- 1.3. MSEs are exempted from paying Application fee/cost & EMD, subject to furnishing of Valid certificate for claiming Exemption.
- 1.4. The Eligible MSEs who intend to match the L1 Price (ultimately decided by the Bank) shall indicate the willingness to match the L1 Price within 6 working

GAW/EPC/RFP-02/2024 dt 06.04.2024

SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

days from the date of communication from the Bank to avail the purchase preference.

- 1.5. 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 three years from being eligible to submit Bids for contracts with Canara Bank as per Form PP-B.
- 1.6. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.
- 1.7. The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.

2. Startup:

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

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

Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 28.05.2018 has notified revised guidelines to be followed to promote manufacturing and production of goods and services in India under "Make in India" initiative.

- 3.1. "Local Supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum local content as

GAW/EPC/RFP-02/2024 dt 06.04.2024

SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

prescribed under the aforesaid order or by the competent Ministries/Departments in pursuance of the aforesaid order.

- 3.2. The minimum local content shall be 50% in general (unless otherwise prescribed by the Nodal Ministry) and the margin of purchase preference shall be 20%.
- 3.3. For award of contract, the following clauses shall be applicable in addition to other provisions in the bidding document in this regard:
 - 3.3.1. In procurement of goods, services or works in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of goods or services or works is more than Rs. 50 lakhs, the provisions of sub-paragraph 3.3.2 or 3.3.3, as the case may be, shall apply;
 - 3.3.2. In the procurements of goods or works which are not covered by paragraph 3.3.1 and which are divisible in nature, the following procedure shall be followed:
 - 3.3.2.1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
 - 3.3.2.2. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case, some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
 - 3.3.3. In procurement of goods or works not covered by sub-paragraph 3.3.1 and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:
 - 3.3.3.1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
 - 3.3.3.2. If L1 bid is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match L1 price subject to local supplier's quoted price falling within the margin of

GAW/EPC/RFP-02/2024 dt 06.04.2024

SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

purchase preference, and the contract shall be awarded to such local supplier subject to matching L1 price.

3.3.3.3. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

- 3.4. Purchase preference for domestic manufacturer/local supplier, methodology of its implementation, value addition to be achieved by domestic manufacturers, 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 tender documents.
- 3.5. The preference to 'Public Procurement (Preference to Make in India) Order 2017' shall be subject to meeting technical specifications and full compliance of other terms and conditions of the RFP and Contract.
- 3.6. The Bidder quoting value upto Rs. 10 Crores shall be required to provide self-certification (as per Form PP-C) along with the bid that the item offered meets the minimum local content in terms of para 9(a) of the Public Procurement (Preference to Make in India) Order 2017. Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers. Bidder has to provide the value & percentage of the local content in price bids.
- 3.7. If Bidder is quoting more than Rs. 10 Crores in their Commercial Proposal, then Bidder has to submit a certificate (as per Form PP-D) from statutory auditor of the company (in case bidder is a company) or from a practicing Cost Accountant or practicing Chartered Accountant (in case bidder is not a company) along with his bid in terms of para 9(a) of the Public Procurement (Preference to Make in India) Order 2017. Bidder has to provide the value & percentage of the local content in price bids.
- 3.8. 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 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- 3.9. All the relevant documents/information regarding claim for preferential treatment under this policy must be submitted along with offer by the tenderers. Post tender submission of these information/documents shall not be considered. Further firms seeking these considerations shall be completely responsible for the truthfulness and authenticity of their claim for these benefits.

3.10. Ministry of Electronics and Information Technology (MeitY):

In furtherance of the Public Procurement (Preference to Make in India) Order 2017 notified vide reference cited above, Ministry of Electronics and

GAW/EPC/RFP-02/2024 dt 06.04.2024

SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

Information Technology, Government of India has notified ten (10) electronic products vide reference F.No.33(1)/2017-IPHW dated 14.09.2017.

3.10.1. Domestic Manufacturers are required to indicate the domestic value addition/Local Content in terms of Bill of Material (BoM) for the quoted products, in terms of aforesaid guidelines, in their bid. Bidders, claiming to bid in the status of domestic manufacturer/local supplier on behalf of domestic manufacturer are also required to give an undertaking in the format as given in MeitY Form-1.

3.11. Department of Telecommunications (DoT):

In furtherance of the Public Procurement (Preference to Make in India) Order 2017, Department of Telecommunications, Ministry of Communications, Government of India has notified Thirty-Six (36) Telecom Products, Services and Works vide reference No. 18-10/2017-IP dated 29.08.2018.

3.11.1. Domestic Manufacturers are required to indicate the domestic value addition/Local Content in terms of Bill of Material (BoM) for the quoted products, in terms of aforesaid guidelines, in their bid. Bidders, claiming to bid in the status of domestic manufacturer/local supplier on behalf of domestic manufacturer are also required to give an undertaking in the format as given in DoT Form-1.

3.12. 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.

4. In case a bidder is eligible to seek benefit under Purchase PP-LC policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC and MSE policy in Form PP-A. The option once exercised cannot be modified subsequently.

5. Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

6. In case a MSEs bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders

7. For price matching opportunities and distribution of quantities among bidders (bidder's option to avail any one out of two applicable purchase preference policies, i.e., PP-LC-2017 or PPP-2012 will be considered), the precedence shall be in the following order:

7.1 Public Procurement Policy for MSE 2012

7.2 Purchase Preference linked with Local Content (PP-LC).

GAW/EPC/RFP-02/2024 dt 06.04.2024
SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

ANNEXURE - O
SATISFACTORY PERFORMANCE CERTIFICATE

This is to Certify that M/s_____ has supplied and installed the _____ and the same has been installed satisfactorily and in working condition.

Date:

Place:

Signature of the Engineer in Charge with seal

GAW/EPC/RFP-02/2024 dt 06.04.2024
SITC & CAMC of Specialised Kitchen Equipments At Staff Training Facility at Bagaluru, Bengaluru

ANNEXURE - P

CERTIFICATE

(On letter head of the Company / Firm)

To
Divisional Manager,
Canara Bank

Dear Sir,

Request For Proposal (RFP) Ref: GAW/EPC/RFP-02/2024 dated 05/04/2024

This is to certify that we have read the clause regarding restrictions on procurement 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

Definition of “Beneficial Owner”

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. “Controlling ownership interest” means ownership of, or entitlement to, more than twenty-five percent of shares or capital or profits of the company;
 - b. “Control” shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under 1. or 2. or 3 above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

.....

ANNEXURE - S

INDEMNITY FORMAT

THIS DEED OF INDEMNITY executed at (Place) on this day ofmonth of year two thousand and twenty four **(2024)**
 By.....(herein after called the Bidder) 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 & represented by its Circle Office_____.

Whereas the Bidder had applied for the tender

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

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

Now this Deed Witnessed 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 Bidder herein based on the works completed in respect of the above referred contract, the Bidder hereby indemnifies and keep harmless Canara Bank & its Architect/consultant 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 Purchaser arising out of:

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

Further, the Bidder indemnifies to protect and save Canara Bank & its Architect/consultant and its officials / staff from 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 the services offered by the Bidder.

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

There is no limit to claims made by the Purchaser/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 ”.

Signature of Bidder with Seal

ANNEXURE - T

FORMAT OF CAMC AGREEMENT

THIS AGREEMENT made this day of 2nd June month of year 2021 BETWEEN CANARA BANK a body corporate constituted under the banking companies (Acquisition & transfer of undertakings) Act; 1970 having its registered office at Canara Bank, _____ and having one of its branch / local office located at _____ & duly represented by its Manager/ senior Manager herein after termed the “CANARA BANK ‘ which expression shall be deemed to include all their assigns and successors in title and M/s _____ having registered office at _____ hereafter called “THE COMPANY” which expression shall include its successors and assigns.

WHERE A THE COMPANY has agreed to provide and CANARA BANK has agreed from THE COMPANY ,repair and comprehensive maintenance service for the Commercial Kitchen Equipemnts(hereinafter called EQUIPMENT) Listed below hereto as amended from time to time, subject to the CANARA BANK paying charges to THE COMPANY on the following terms and conditions.

IN CONSIDERATION of the premises it is agreed between the parties as follows.

1. Commencement and team

1.1 This agreement shall come into force from _____ to _____ for a period of 60 months, subject to satisfactorily maintenance / service of the equipments.

1.2 Upon termination or after expiration of this agreement each party shall forthwith return to the other all paper, and other properties of the other held by each for the purposes of the execution of this agreement. In addition each party will assist the other party in the orderly termination of this Agreement on the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly non disrupted business continuation of each party.

1.3 Individual items of EQUIPMENTS and repair and maintenance service charges for such EQUIPMENT may be added to or withdrawn from Annexure -A of this Agreement by mutual written consent of both parties: provided always that such consent is not unreasonable with held.

2 . Charges

2.1 The charges payable by CANARA BANK to THE COMPANY for the repair and maintenance service described herein, are indicated in Annexure A attached : and unless provided for else where herein, no additional charges shall be claimed by the COMPANY .

2.2 . THE COMPANY shall submit to CANARA BANK their invoice(s) for payment due in accordance with this agreement. The terms of such invoice(s) are that they shall be payable as indicated in Annexure A

2.3 All of the prices, terms, warranties and benefits granted by THE COMPANY herein are comparable to or better than the terms being offered by THE COMPANY Herein are comparable to or better than the equivalent terms being offered by THE COMPANY : to any of its present customer. IF THE COMPANY shall during the term of this Agreement , enter in to arrangements with any of its customer providing greater benefits or more favorable terms, this Agreement shall thereupon be deemed to provide the same to CANARA BANK.

2.4 THE COMPANY may not less than three months prior to the next date of annual renewal of this Agreement.

(referred to in Clause 1.1 above) convey its intention to increase the charges contained in Annexure - A hereto , with effect from the commencement of the next annual period, by means of notice in writing to CANARA BANK. CANARA BANK may agree to such increase in maintenance charges by conveying , in writing , its acceptance of such increase at least three months prior to the end of the current annual period of this Agreement (referred to in clause 1.1 , cancel this agreement beyond the end of the current annual period referred to above by not conveying its acceptance in writing at least 3 months prior to the end of the current annual period referred to above.

3. Repair and Maintenance charges

3.1 during the terms of this Agreement THE COMPANY agrees to maintain the EQUIPMENT in good working order and for this purpose will provide the following repair and maintenance service.

a) THE COMPANY shall correct any faults and failures in the EQUIPMENT and shall repair and replace worn or defective parts of the EQUIPMENT during working hours and also beyond normal working hours in the event of the Canara Bank continues to work.

b) THE COMPANY shall provide repair and maintenance service in response to oral including telephone notice by CANARA BANK within one hour after receipt of such intimation during the hours set forth in clauses 3.1(a) above.

c) THE COMPANY shall ensure that faults and failures intimated by CANARA BANK as above are set right within reasonable time in the event the equipment can not be repaired within four hours, the company has to provide a stand by equipment whenever called upon by bank.

d) THE COMPANY shall ensure that full configuration of the EQUIPMENT is available to CANARA BANK in proper working condition for 100% (one hundred percent) of the time in every month.

e) THE COMPANY SHALL ENSURE THAT THE MEAN Time Between Failures(including any malfunctioning, break down or faults) in the EQUIPMENT or any part thereof , as calculated during any and every quarter (period of three consecutive months) is not less than twenty days.

f) THE COMPANY shall provide repair and maintenance service in response to the notice including oral/ telephone , by CANARA BANK , Within reasonable time and THE COMPANY shall ensure that faults and failures intimated are set right within reasonable time , THE COMPANY shall also carry out preventive maintenance at least four times during the contract period with a frequency of not less than one per quarter.

g) ALL Engineering changes generally adopted hereafter by THE COMPANY for EQUIPMENT similar to that covered by this Agreement , shall be made to the EQUIPMENT at no cost to CANARA BANK.

h) ALL repair and maintenance service described herein shall performed by qualified maintenance engineers totally familiar with EQUIPMENT.

i) THE COMPANY shall maintain at CANARA BANK'S site , a written maintenance and repair log ; and shall record therein each incident of EQUIPMENT malfunction, date and time of commencement and successful completion of repair work and nature of repair work performed and the EQUIPMENT malfunction , date and time of the commencement and successful completion of repair work and nature of repair work performed and the EQUIPMENT together with a description of the malfunction or as regularly scheduled preventive maintenance. CANARA BANK shall use the same log for recording the nature of faults and failures observed in the EQUIPMENT. The date and time of their occurrence and the date and time of their communication to THE COMPANY .

3.2 Any worn or defective parts withdrawn from the EQUIPMENT and replaced by THE COMPANY

Shall become the property of THE COMPANY and parts replacing the withdrawn parts shall become the property of CANARA BANK.

3.3 The company's maintenance personnel shall subject to clause 7 herein, be a given access to the EQUIPMENT when necessary for purpose of performing the repair and maintenance services indicated in this agreement.

3.4. THE EQUIPMENT shall not be shifted to an alternative site and installed there at during the currency of this Agreement without prior written notice of THE COMPANY . However , if CANARA BANK desires to shift the EQUIPMENT to a new site and install it thereat urgently . THE COMPANY provide necessary assistance to CANARA BANK in doing so. This Agreement after such shifting and reinstallation would continue to be binding on THE COMPANY and CANARA BANK, Provided that the two parties may agree to amend charges for the maintenance services after such an event.

3.5 CANARA BANK shall arrange to maintain appropriate environmental conditions, such as those relating to space , power supply , dust , to within the acceptable limits required for EQUIPMENT similar to that covered by this Agreement.

3.6 No term or provision hereof shall be deemed waived and no breach excused , unless such waiver or consent shall be in writing and signed by; the party ; claimed to have waived or consented . Any consent by any party; to, or waiver of a breach by the

other , whether express or implied , shall not constitute a consent to , or waiver of or excuse for any other , different or subsequent breach.

3.7. If in any month , THE COMPANY does not full fill the provisions of clauses 3.1(b) , (c) (d) and (e) the proportionate maintenance charges for that month will not be considered payable by CANARA BANK. In such an event THE COMPANY will credit the proportionate maintenance charges for the month to CANARA BANK against future payments if due, or refund the amount forthwith to CANARA BANK on demand by CANARA BANK.

4. Force majeure.

4.1 . Neither CANARA BANK nor THE COMPANY shall be liable to the other for any delay in or failure of , performance of their respective obligations under this agreement caused by occurrence beyond the control of CANARA BANK or THE COMPANY because of fire , floods , power , acts of God , acts of public enemy, wars , insurrection , riots , strikes , lockouts , sabotages and law , statute , or ordinance. Order , action or regulations of the Government or any agencies thereof or any local authority or any compliance therewith , or any other causes , contingencies , or circumstances similar to the above.

4.2 The parties shall us all reasonable endeavors to minimize any such delay . Upon cessation of the giving rise to the delay, the parties shall in so far as may b practical under the circumstances complete performance of their respective obligations hereunder.

4.3 Not withstanding the foregoing , if any of the above mentioned events shall preclude THE COMPANY from meeting any or all of its obligations hereunder, for a period of more than 3(three) months, from the date of occurrence of such act , it shall be open to canara bank to rescind this contract by giving one month's notice.

5. Sub contracting

5.1. THE COMPANY will not subcontract or permit any one other than THE COMPANY's personal to perform any of the work , services or other performance required of THE COMPANY under this agreement without prior written consent of CANARA BANK.

6. Equipment Attachments.

6.1 CANARA BANK shall have the right to make change and attachment to the equipment , provided such changes or attachment do not prevent proper maintenance from being performed, or unreasonably increase the company 's cost of performing repair and maintenance service.

7.Security

7.1 THE COMPANY agrees that it and its personnel will at all the time to time at CANARA BANK's premises and externally for materials belonging to CANARA BANK .

8. Confidentiality

8.1 THE COMPANY ; acknowledges that all material and information which has or will come in to its possession or knowledge in connection with this Agreement r the performance hereof, consists of confidential and proprietary date, whose disclosure to or use by third parties will be damaging or cause loss to CANARA BANK. THE COMPANY , agrees to hold to make use thereof other than only to employees requiring such information , and not to make use thereof other than only to employees requiring such information , and not be release or disclouse it to any other part. THE COMPANY agrees to take appropriate action with respect to its employees to ensure that obligation of non - use and no disclosure of confidential information under this Agreement can be fully satisfied.

9. Liability and Indemnities

9.1 THE COMPANY represents and warrants that the repair and maintenance service / products hereby sold do not violate or infringe upon any patent , copyright , trade secret , or other property right of any other person or other entity. THE COMPANY agrees that it will and here by does immediately CANARA BANK From any claim directly or indirectly resulting from or arising out of any breach or claimed breach of this warranty.

10 . Business termination / Insolvency

10.1 In the event that THE COMPANY shall cease conducting business in the normal course , or wind up , make a general assignment for the benefit of creditors , suffer or permit the appointment of a receiver for its business or assets or shall avail itself of or become subject to any proceeding under any act or statute of any country or state relating to insolvency or the protection of rights of creditors, then (at the option of CANARA BANK notwithstanding clause 1.1 of the Agreement). CANARA BANK shall be entitled to treat such insolvency, from the moment it occurs , lass a breach of this Agreement on THE COMPANY's part and shall have the right to terminate this Agreement forth with without prejudice to any other right CANARA BANK may have in law or under this agreement.

11. Termination of this agreement

11.1 This agreement may be terminated by either party in any of the following circumstances;

- a) Under the provision of clause 1.1 of this agreement.
- b) If CANARA BANK does not make payments due to THE COMPANY under this agreement in terms of clauses 2.1 and 2.2 above.
- c) Under the provision clauses 2.4 of this Agreement
- d) If CANARA BANK does not maintain appropriate environmental conditions as indicated in clause 3.5 of this Agreement.
- e)Under the provision of clause 4.1 and or 10 of this agreement.

12. Arbitration

12.1 If any dispute or difference of any kind shall arise between CANARA BANK and THE COMPANY in connection with or arising out of this Agreement (whether before or after termination of this agreement) it shall be referred to and settled by Arbitration as herein after prescribed of person appointed by the General Manager , Canara bank and agreed by the company specifying the disputes

12.2 The award of the Arbitrator shall be final and binding upon the parties. It will be no objection that the Arbitrator is government servant or that he had to deal with the matter to which the Agreement relates or that he has expressed views on all or any of the matters in dispute or difference.

12.3 The arbitrator may from time to time with the consent of the parties enlarge the time for making the award.

12.4 If the Arbitrator is unable or incapacitated or incapable to act as such by reasons of death , resignation or otherwise , a new arbitrator shall be appointed by the general Manager Canara Bank in the same manner as provided in clause 12.1 , The new Arbitrator so nominated shall continue with the Arbitrator proceedings were left by the out going Arbitrator and such proceeding shall not be held de novo nor shall be recommenced.

12.5 The existence of any; dispute or difference or initiation or continuance of any arbitration proceedings shall postpone the performance by the parties or their respective obligations pursuant to this Agreement and no payment shall be withheld unless such payment is itself the subject matter of arbitration proceedings.

12.6 subject to as aforesaid , the Indian Arbitration Act.1940 with latest amendment shall apply.

13. General

- A. Where unserviceable parts of the equipment need replacement the company shall replace such parts at no extra costs to CANARA BANK. With brand new parts of those equivalent to new parts in performance.
- B. THE COMPANY shall provide repair and maintenance service in response to oral including telephone notice by CANARA BANK within one hours
- C. THE COMPANY shall ensure that faults and failure intimated by CANARA BANK as above are set right within reasonable time in the event the equipment whenever called upon by bank.
- D. THE COMPANY shall ensure that full configuration of the equipment is available to CANARA BANK in proper working condition for 100% (one hundred percent) of the time every month.
- E. THE COMPANY shall ensure that the mean time between failures.(including any malfunctioning breakdown or faults) in the EQUIPMENT or any part thereof , as calculated during any and every quarter (period of three consecutive months) is not less twenty days.

- F. THE COMPANY shall provide repair and maintenance service in response to the notice including oral / telephone , by CANARA BANK , within reasonable time and THE COMPANY shall ensure that faults and failures intimated are set right within reasonable time THE COMPANY shall also carry out preventive maintenance at least four times during the contract period with a frequency of not less than one per quarter.
- G. All engineering changes generally adopted hereafter by THE COMPANY For the EQUIPMENT similar to that covered by this agreement, shall be made to the equipment at no cost to CANARA BANK.
- H. All repair and maintenance service described herein shall be performed by qualified maintenance engineers totally familiar with the equipment.
- I. THE COMPANY shall maintain at CANARA BANK's site , a written maintenance and repair log ; and shall record therein each incident of the EQUIPMENT malfunction , date and time of commencement and successful.

13.1 Marginal notes and headings are for guidance only and are not intended to be read or construed as part of this agreement.

13.2 No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

13.3 Each party warrants and guarantees that it has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each has been properly authorized and empowered to enter in to this agreement. Each party further acknowledges that it has read this Agreement , understands it and agrees to be bound by it.

13.4 Words importing the singular include the plural and vice versa

IN WITNESS WHEREOF EACH OF THE PARTIES HERE TO HAS EXECUTED THIS AGREEMENT ON THE ABOVE MENTIONED DATE.

FOR & ON BEHALF OF CANARA BANK

FOR & ON BEHALF OF THE COMPANY