



**REQUEST FOR PROPOSAL [RFP]**

**FOR**

**SELECTION OF VENDOR FOR SUPPLY OF 170 TONS (150 TONS OF 43 CMS & 20 TONS OF 46 CMS IN REEL FORM HAVING 95 GSM & 80% OPACITY) OF MICR GRADE SECURITY PAPER WITH BANK'S LOGO AND CTS WATERMARK IN REEL FORM FROM IBA APPROVED MANUFACTURERS FOR CANARA BANK**

**GeM bid Ref No. GEM/2024/B/5000702 dated 31/05/2024**

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

**BID SCHEDULE & ABBREVIATIONS**

**1. BID SCHEDULE**

Sl. No.	Description	Details
1.	RFP No. and Date	GEM/2024/B/5000702 dated 31/05/2024
2.	Name of the Wing	Centralized Procurement & Vendor Management Wing
3.	Brief Description of the RFP	Selection of Vendor for Supply of 170 tons (150 Tons of 43 cms & 20 Tons of 46 cms in Reel Form having 95 GSM & 80% Opacity) of MICR Grade Security Paper with Bank's logo and CTS Watermark from IBA approved manufacturers for Canara Bank.
4.	Bank's Address for Communication	Deputy General Manager, Canara Bank, Centralized Procurement & Vendor Management Wing, 1st Floor, Naveen Complex, 14 MG Road, Bengaluru - 560 001
		Senior Manager, Centralized Procurement & Vendor Management Wing Tel - 080-25590070,25584873 Email: <a href="mailto:dittenders@canarabank.com">dittenders@canarabank.com</a>
5.	Date of Issue of RFP	As per GeM Bid Document
6.	Earnest Money Deposit (Refundable)	As per GeM Bid Document
7.	Performance Bank Guarantee/Bid Security	As per GeM Bid Document
8.	Last Date, Time and Venue for Submission of Bids	Bid End Date/Time as per GeM Bid Document. Response should be submitted in GeM portal and physical documents (EMD, Integrity Pact and Demo sample) should be submitted at below mentioned address before due date/time: Canara Bank, Centralized Procurement & Vendor Management Wing, 1st Floor, Naveen Complex, 14 MG Road, Bengaluru - 560 001
9.	Date, Time & Venue for opening of Part A - Technical Proposals.	Bid Opening Date/Time as per GeM Bid Document.
10.	Date, Time & Venue for opening of Part B - Commercial Proposals	Will be intimated at a later date.

Sl. No.	Description	Details
11.	Pre-bid Meeting Date & Time	<p>1. Pre-bid meeting will be held on the date and time mentioned in the RFP Document.</p> <p><b>Venue:</b> Pre Bid meeting will be held Online and participants are requested to attend the meeting Online.</p> <p>Those who are interested in participating the pre bid meeting should share the participant details to <a href="mailto:dittenders@canarabank.com">dittenders@canarabank.com</a>.</p> <p>Upon perusal of the same, the link / meeting id will be shared to the participant to participate in the virtual meeting.</p> <p>2. Pre bid queries should be submitted as per format available in clause 1.1 of Section D.</p> <p>3. Pre-bid Queries should be sent to E-mail <a href="mailto:dittenders@canarabank.com">dittenders@canarabank.com</a> and must reach us on or 07/06/2024, Friday at 5.00 PM. Subject of the email should be given as “Pre Bid Queries for GEM/2024/B/5000702 dated 31/05/2024”. Queries reaching afterwards will not be entertained.</p>
12.	Other Details	<p>1. Subsequent changes made based on the suggestions and clarifications as per pre-bid meeting shall be deemed to be part of the RFP document and shall be shared with all the bidders.</p> <p>2. No suggestions or queries shall be entertained after pre-bid meeting.</p>
13.	<p>This document can be downloaded from following website <a href="https://canarabank.com/tenders.aspx">https://canarabank.com/tenders.aspx</a> &amp; <a href="https://gem.gov.in/">https://gem.gov.in/</a>.</p> <p>Any Amendments, Modifications, Pre Bid Replies, Clarifications &amp; any communication etc. will be uploaded in the Bank's website (i.e. <a href="https://canarabank.com/tenders.aspx">https://canarabank.com/tenders.aspx</a> &amp; <a href="https://gem.gov.in/">https://gem.gov.in/</a>). No individual communication will be sent to the individual bidders.</p>	

**2. Abbreviations used in this Document:**

Sl.No.	Term	Expansion
1.	BG	Bank Guarantee
2.	BG	Bank Guarantee
3.	BOM	Bill of Material
4.	CDR/TDR	Cash/Term Deposit Receipt
5.	CPVM	Centralized Procurement and Vendor Management
6.	CTS	Cheque Truncation System
7.	CVC	Central Vigilance Commission
8.	DD	Demand Draft
9.	EMD	Earnest Money Deposit
10.	GeM	Government E Marketplace
11.	GST	Goods and Service Tax
12.	GSTIN	Goods and Services Tax Identification Number
13.	HO	Head Office
14.	IBA	Indian Banks' Association
15.	IFSC	Indian Financial System Code
16.	LD	Liquidated Damage
17.	LD	Liquidated Damage
18.	MICR	Magnetic Ink Character Recognition
19.	MSE	Micro and Small Enterprises
20.	NEFT	National Electronic Funds Transfer
21.	NI Act	Negotiable Instruments Act
22.	NPCI	National Payments Corporation of India
23.	OEM/OM	Original Equipment Manufacturer/ Original Manufacturer
24.	PO	Purchase Order
25.	RFP	Request For Proposal
26.	RTGS	Real Time Gross Settlement
27.	SFMS	Structured Financial Messaging System
28.	TCO	Total Cost of Ownership
29.	TDS	Tax Deducted at Source

**DISCLAIMER**

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

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

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

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

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**SECTION B - INTRODUCTION**

**1. About Canara Bank**

- 1.1. CANARA BANK is one of the largest Public Sector Banks owned by Government of India. Canara Bank is a body Corporate and a premier Public Sector Bank established in the Year 1906 by Shri. Ammembal Subba Rao Pai and nationalized under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970. Canara Bank Head office is located at 112, J C Road Bengaluru-560002 and Centralized Procurement & Vendor Management Wing located at Naveen Complex, No.14, M G Road, Bengaluru-560001.
- 1.2. The Bank is having pan India presence of more than 9615 branches, 26 Circle offices and 177 Regional Offices situated across the States. The Bank also has offices abroad in London, Dubai and New York.

**2. Definitions**

- 2.1. 'Bank' unless excluded by and repugnant to the context or the meaning thereof, shall mean 'Canara Bank', described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successors and permitted assigns.
- 2.2. 'GeM' means Government e-Marketplace wherein the whole bidding process shall be conducted online.
- 2.3. 'RFP' means Request for Proposal for "Selection of Vendor for Supply of 170 tons (150 Tons of 43 cms & 20 Tons of 46 cms in Reel Form having 95 GSM & 80% Opacity) of MICR Grade Security Paper with Bank's logo and CTS Watermark from IBA approved manufacturers for Canara bank".
- 2.4. The eligible vendor submitting the proposal in response to this RFP shall hereinafter be referred to as 'Bidder'.
- 2.5. 'Proposal' means the response (including all necessary documents) submitted by the eligible Bidder in response to this RFP.
- 2.6. 'Contract' means the agreement signed by successful Bidder and the Bank at the conclusion of bidding process.
- 2.7. 'TCO or Total Cost of Ownership' means the total Cost mentioned in the Purchase Order including GST/ GeM Sanction order issued by the Bank.
- 2.8. 'Selected bidder' / 'Successful bidder' / 'L1 bidder' means the bidder who is found to be the lowest bidder after conclusion of the bidding process, subject to compliance to all the Terms and Conditions of this GeM bid.

**3. About RFP**

- 3.1. Bank invites offers for supplying 170 tons (150 Tons of 43 cms & 20 Tons of 46 cms in Reel Form having 95 GSM & Opacity 80%) of MICR Grade Security Paper with Canara Bank's logo and "CTS" water mark (as approved by NPCI) from Indian Banks' Association (IBA) approved manufacturers of MICR Grade Security Paper and as per specifications stipulated under terms and conditions of the RFP.
- 3.2. This RFP should not be considered as a statement of intent for availing the services, unless a purchase order or notification of award is published by Canara Bank if any, as an end result of this RFP process.

#### 4. Objective

Bank is looking at a highly professional relationship with the vendor who is capable of supplying 170 tons (150 Tons of 43 cms & 20 Tons of 46 cms in Reel Form having 95 GSM & Opacity 80%) of MICR Grade Security Paper with Bank's logo and CTS Watermark for printing Personalized Cheque Book, Special Cheque Book, Demand Draft and CDR from IBA approved MICR grade paper manufacturers as per the Technical Specifications, Scope of Work, Terms and Conditions as described elsewhere in this document.

#### 5. Requirement Details

5.1. Bank invites offers from eligible bidders for Supply of 170 tons (150 Tons of 43 cms & 20 Tons of 46 cms in Reel Form having 95 GSM & Opacity 80%) of MICR Grade Security Paper with Bank's logo and CTS Watermark for printing Personalized Cheque Book, Special Cheque Book, Demand Draft and CDR from IBA approved MICR grade paper manufacturers as per the terms and conditions, Technical Requirement and Scope of Work described elsewhere in this document.

Sl. No	Description of Items	Quantity	Delivery Locations
1	MICR Grade Security Paper with CTS & Bank's Watermark	90 tons(43 cms) + 10 tons (46 cms)	Kanpur
		60 tons (43 cms) + 10 tons (46 cms)	Hyderabad

#### 5.2. Delivery Locations:

- SIPL Kanpur location-90 tons 43 cms paper & 10 tons of 46 cms paper  
Address: Security Printers of India Pvt. Ltd.  
F-33, UPSIDC, Site No. 01, Dahi Chowki, Near FCI Golla Godam, Unnao(Near KANPUR), UTTAR PRADESH-208 001.  
Contact No: 99364 28716 Mr Praveen Shukla
- SNSP Hyderabad-60 tons of 43 cms paper & 10 tons of 46 cms paper  
Address: Shree Nidhi Secure Print Pvt. Ltd.  
D-23, Phase-1, IDA, Jeedimetla, Shapur Nagar, HYDERABAD-500 055  
Contact No: 97017 77931 Mr Laxman

5.3. The vendor has to deliver the Security papers to the above locations at no additional cost to the Bank.

5.4. Bank reserves the right to increase or decrease the quantum of purchase by 25% in respect to locations mentioned and quantity specified in this tender at the same rate arrived at on the Terms and Conditions of this bid.

#### 6. Pre-Qualification Criteria

6.1. Interested bidders who are capable of Supplying 170 tons (150 Tons of 43 cms & 20 Tons of 46 cms in Reel Form having 95 GSM & Opacity 80%) of MICR Grade Security Paper with Bank's logo and CTS Watermark from IBA approved MICR grade paper manufacturers as per terms & conditions and Scope of Work and meeting the Pre-Qualification Criteria as per Annexure-2, may respond.

6.2. Non-compliance to any of the Pre-Qualification criteria would result in outright rejection of the bidder's proposal. The bidder is expected to provide proof for each of the points for Pre-Qualification evaluation. The proof provided must be in line with the details mentioned in "Documents to be submitted for Compliance". Any credential detail mentioned in "Pre-Qualification Criteria

Compliance” not accompanied by relevant proof documents will not be considered for evaluation.

- 6.3. Canara Bank, reserves the right to verify/evaluate the claims made by the bidder/OM independently and seek further clarifications without any limitation for verification/evaluation of claims. Any deliberate misrepresentation will entail rejection of the offer.

**7. Participation methodology:**

- 7.1. In this RFP either the authorized bidder/Supplier on behalf of the Principal/OEM/OSD/OM or Principal/OEM/OSD/OM itself can bid but both cannot bid simultaneously for the same item/product. If participated, the bids of Principal/OEM/OSD/OM and the authorized bidder/s are liable for rejection.
- 7.2. If a bidder bids on behalf of the Principal/OEM/OSD/OM, the same bidder shall not submit a bid on behalf of another Principal/OEM/OSD/OM in this RFP for the same solution.
- 7.3. If any product of Principal/OEM/OSD/OM is being quoted in this RFP, the Principal/OEM/OSD cannot bid for any other Principal's/OEM's/OSD's/OM's product.
- 7.4. In the event of the bidder being not able to perform the obligations as per the provisions of the contract, the OEM/OSD/principal/OM should assume complete responsibility on behalf of the bidder for providing end-to-end solution i.e., technology, personnel, financial and any other infrastructure that would be required to meet intent of this RFP at no additional cost to the bank. To this effect bidder should provide a dealer/distributor certificate for the proposed solution/services/product as per Annexure-13.

**8. Scope of Work**

The Broad Scope of work shall include but not be limited as mentioned in Annexure-8. Bidder has to confirm compliance to the Scope of Work as mentioned in Annexure-8. The bidders are required to go through the complete RFP document thoroughly. The obligation / responsibilities mentioned elsewhere in the document, if any, shall be the integral part of the scope.

**SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS**

**1. Project Timelines**

- 1.1. Bank shall provide the address and contact details for delivery of the Security Papers as per the RFP terms while placing the order.
- 1.2. The selected Bidder should accept the Purchase Order within seven (7) days from the date of issuance of Purchase Order. In case of non-receipt of acceptance by the due date, the Purchase Order shall be deemed to have been accepted by the vendor.
- 1.3. The Location wise required quantity is as mentioned below:

Sl. No.	Location	Quantity (in Tons)		Total Requirement (in Tons)
		43 cms	46 cms	
1.	Kanpur	90	10	100
2.	Hyderabad	60	10	70
Total Requirement		150	20	170

- 1.4. **Phase I** - Delivery of 50% of the quantities mentioned in above clause has to be made at the Printers Locations at the respective centers as specified by us, within 4 weeks from the date of acceptance of Purchase Order or 5 weeks from the date of issuance of Purchase Order.
- 1.5. **Phase II** - For the balance quantities Bank will communicate the details at a later date and same has to be delivered within 4 weeks from the communication date from the Bank end.
- 1.6. Bank at its discretion may change the quantities and locations details specified phase wise as at any point of time during the contract period.
- 1.7. The Bank will not arrange for any Road Permit/ Sales Tax clearance for delivery of hardware to different locations and the selected bidder is required to make the arrangements for delivery of hardware 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 selected bidder, if required.
- 1.8. Partial or incomplete or damaged delivery of materials will not be considered as delivered of all the ordered materials. Date of delivery shall be treated as date of last material delivered to the ordered locations if materials are not damaged. In case materials are delivered with damage, Date of delivery shall be treated as date of replacement of damaged material with new one. Delivery payment shall be paid against completion of delivery of ordered materials without any damage and proof of delivery duly certified by Bank's Officials, along with delivery payment claim letter.

**2. Acceptance**

- 2.1. Bank may get paper tested by the Bank at reputed test centers. The paper to be supplied need to conform our technical specifications criteria as mentioned in Annexure-8.
- 2.2. Payment of the materials shall only be made on actual weight received.

### 3. Defect Liability

The supplier is liable for any inherent or manufacturing defects in quality of paper, GSM etc. observed at a later date, though it might not be apparent or observed at the time of acceptance of the stock. In such an event, the supplier shall be required to replace the stock in part or full/ or compensate for the loss or inconvenience that might have already been caused or might be caused to the Bank on account of such defects or deviation from the Bank's specifications. Further the Bank shall also be at the liberty to approach IBA for cancellation of empanelment of the supplier. This is not withstanding the return of Security Deposit after three months of supply and this time period is not a restraining factor.

### 4. Penalties/Liquidated Damages

4.1. Penalties/Liquidated damages for delay in delivery would be as under:

4.1.1. Non-compliance of the delivery timeline as per clause 1.4 and 1.5 of Section C will result in the Bank imposing penalty of 1% on delay in delivery per week or part thereof, on the Phase wise order value.

4.1.2. However, the total Penalty/LD to be recovered under above clause 4.1.1, shall be restricted to 10% of the order value of respective Phase.

4.2. In case it is found at a later stage that the supplies have defects such as wrong placement of watermark, torn sheet, uneven surface, moisture paper and surface having more fluff than desired, the supplier has to replace the material or face penalties to the extent of loss incurred by the bank by way of deduction from supplier's security/ bill.

4.3. Rejected goods should be taken back by the supplier immediately within 48 hours from the date of intimation of rejection to the supplier by electronic mode of communication (e-mail/fax etc.) or by post, at his cost, failing which these will be disposed-off by the bank at the cost of the supplier and no claim for the same shall entertained. Bank will not be responsible in any respect in this regard.

4.4. The Bank has the exclusive right to allot the supply order to more than one supplier as per its requirement in case of identical rate

4.5. In case of non-supply of goods, the Bank shall be entitled to get the same from other vendors and debit the cost, if any, from the Selected Vendor's Security Deposit. Without prejudice to the right of the to reject the goods, Bank reserves the right of imposing penalty for defects/delays before accepting the goods (if the same is useable only and only in the opinion of the Bank) and the same shall be final and binding on the Selected Vendor/"s /supplier. The paper mill shall give an undertaking that they will indemnify the Bank for the cost/ losses for the inferior quality, damaged, shortage of paper supplied by the paper mill after delivery of the paper irrespective of the time period.

4.6. **Penalties/Liquidated Damages for non-performance:** If the bidder does not meet the specifications of the RFP during various tests, the bidder shall rectify the same at their own cost to comply with the specifications immediately to ensure business continuity, failing which the Bank reserves its right to invoke the Performance Bank Guarantee submitted by bidder.

4.7. The selected bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.

- 4.8. If the selected bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.
- 4.9. Any financial loss to the Bank on account of fraud taking place due to selected bidder, its employee or their services provider's negligence shall be recoverable from the selected bidder along with damages if any with regard to the Bank's reputation and goodwill.
- 4.10. The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the selected bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from selected bidder or from any other amount payable to the selected bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.
- 4.11. All the above LDs are independent of each other and are applicable separately and concurrently. However, the total Penalty/LD to be recovered under above clauses shall be restricted to 10% of the contract value during the contract period.
- 4.12. LD is not applicable for the reasons attributable to the Bank and Force Majeure.

## 5. Payment Terms

The following terms of payment shall be applicable to this contract and will be released after execution of Contract Agreement.

- 5.1. Bank will release the 100% payment on completion of delivery and on production of relevant documents/invoices certified/acknowledgement by the Bank Officials.
- 5.2. Relevant Documents for successful completion of delivery and acceptance includes:
- 5.2.1. Certificate from our Empaneled Printers on successful delivery of MICR Paper, Quantity & Quality received in good condition.
- 5.2.2. Please note that Originals of invoices (plus One Copy) reflecting GST, GSTIN, State Code, HSN Code, State Name, Taxes & Duties along with Proof of delivery should be submitted by the successful bidder.
- 5.3. Payment shall be released within 30 days from submission of relevant documents as per RFP terms.
- 5.4. The Bank will not be responsible for any dispute arising between courier/Transport and or any other agency which is being deployed by the bidder.
- 5.5. Bank will not pay any amount in advance.

## 6. Subcontracting

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



- 6.2. The selected bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the selected bidder under the contract without the prior written consent of the Bank.
- 6.3. In case subcontracting is warranted in interest of the project, the selected bidder should take consent of the Bank before undertaking any such agreement. The selected bidder should further ensure subcontracting agreement is vetted by the Bank.
- 6.4. Even if the selected bidder gets into subcontracting, accountability and responsibility of the resource provided shall lie with selected bidder only. Bank shall hold correspondence only with the selected bidder.
- 6.5. The selected bidder should not sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (refer: No.F.7/10/2021-PPD (1) dated 23/02/2023 of Public Procurement Division, Department of Expenditure, Ministry of Finance). Any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

## **7. Right to Audit**

- 7.1. The selected bidder has to get itself annually audited by internal/ external empaneled Auditors appointed by the Bank/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank /such auditors in the areas of products (IT hardware/software) and services etc., provided to the Bank and the selected bidder is required to submit such certification by such Auditors to the Bank. The selected bidder and or his/their outsourced agents/subcontractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the selected bidder. The selected 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 Bank.
- 7.2. Where any deficiency has been observed during audit of the selected bidder on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the selected 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 selected bidder shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- 7.3. The selected bidder shall, whenever required by the Bank, furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank /Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/or retain for any relevant material information/reports including auditor review reports undertaken by the selected bidder (e.g., financial, internal control and security reviews) and findings made on selected bidder in conjunction with the services provided to the Bank.

**SECTION D - BID PROCESS**

**1. Clarification to RFP and Pre-Bid Queries**

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

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

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

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

- 1.4. No oral or individual consultation will be entertained.

**2. Pre-Bid meeting**

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

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

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

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

- 2.5. The Bank will consolidate all the queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's website (<https://canarabank.com/tenders.aspx>) and GeM portal. No individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/ amendments/



corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.

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

### 3. Amendment to Bidding Document

- 3.1. At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by amendment.
- 3.2. Notification of amendments will be made available on the GeM/Bank's website only (i.e. [www.canarabank.com](http://www.canarabank.com)) and will be binding on all bidders and no separate communication will be issued in this regard.
- 3.3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for submission of Bids.

### 4. Bid System Offer

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

- 4.1. **Part A - Technical cum Eligibility Proposal:** Indicating the response to the Pre-Qualification Criteria, Scope of Work and Technical requirements and other terms & conditions for Supply of 170 tons (150 Tons of 43 cms & 20 Tons of 46 cms in Reel Form having 95 GSM & Opacity 80%) of MICR Grade Security Paper with Bank's logo and CTS Watermark. The format for submission of Technical cum Eligibility Proposal is as per Appendix-A.
- 4.2. **Part B - Commercial Bid:** Furnishing all relevant information as required as per Bill of Material as per **Annexure-15**. The format for submission of Commercial bid (indicative) is as per **Appendix-B**. Online Reverse Auction will be conducted in the GeM portal for those bidders qualified as per the GeM bid terms and condition.

### 5. Preparation of Bids

#### 5.1. Part A - Technical cum Eligibility Proposal

- 5.1.1. Before submitting the bid, the bidders should ensure that they confirm to the Pre-Qualification criteria as stated in **Annexure-2** of this RFP. Only after satisfying themselves of the Pre-Qualification criteria, the Offer should be submitted.
- 5.1.2. Technical cum eligibility Proposal should be submitted as per the format in **Appendix-A**. Relevant technical details and documentation should be provided along with Technical cum Eligibility Proposal.
- 5.1.3. It is mandatory to provide the compliance to Scope of Work and Technical Requirements in the exact format of Annexure-8.
- 5.1.4. The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.

- 5.1.5. The Bank shall not allow / permit changes in the technical/functional requirements once it is submitted.
- 5.1.6. The Technical cum Eligibility Proposal should be complete in all respects and contain all information sought for, as per Appendix-A. Masked Bill of Material must be attached in Technical Offer and should not contain any price information. Part A - Technical cum Eligibility Proposal should be complete and should cover all products and services. Technical cum Eligibility Proposal without masked Bill of Materials will be liable for rejection.
- 5.1.7. Masked Bill of Material which is not as per below instruction will make Bid liable for rejection:
- 5.1.7.1. Should be replica of Bill of Material except that it should not contain any price information (with Prices masked).
- 5.1.7.2. It should not provide any price information like, unit price, tax percentage, tax amount etc.
- 5.2. **Part B - Commercial Bid**
- 5.2.1. Commercial Bid (Indicative) should be submitted as per instruction in **Appendix-B**.
- 5.2.2. Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. The Commercial Bid should give all relevant price information as per Annexure-15. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.
- 5.2.3. The Bill of Material must be attached in Technical cum Eligibility Proposal as well as Commercial Bid. The format will be identical for both Technical cum Eligibility Proposal and Commercial Bid, except that the Technical cum Eligibility Proposal should not contain any price information (with Prices masked). Any change in the Bill of Material format may render the bid liable for rejection.
- 5.2.4. Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- 5.2.5. Any change in the Bill of Material format may render the bid liable for rejection. The Commercial Bids that are incomplete or conditional are liable to be rejected.
- 5.2.6. The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank.
- 5.2.7. The Commercial Bid (Indicative) of only those bidders who are qualified in Part-A Technical cum Eligibility Proposal will be opened online. The qualified bidders as per the GeM terms and conditions will be eligible to participate in the Online Reverse Auction.

**6. Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD**

- 6.1. The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) amount as mentioned in the GeM Bid Schedule by way of Demand Draft drawn on any

Scheduled Commercial Bank in India in favour of Canara Bank, payable at Bengaluru.

- 6.2. In case the EMD is submitted in the form of Bank Guarantee the same should be valid for the minimum period of 6 months with additional claim period of 3 months from the last date for submission of offer. Bank at its discretion can demand for extension for the validity of EMD. The format for submission of EMD in the form of Bank Guarantee is as per Appendix-D.
- 6.3. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Canara Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). The format for submission of EMD in the form of Bank Guarantee is as per Appendix-D. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be rejected summarily.
- 6.4. The bidder has the provision to remit the Earnest Money Deposit through online mode to below mentioned account for this RFP:

Account Name : DIT Procurement  
Account No : 0792201002351  
IFSC Code : CNRB0000792

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

- 6.5. Non submission of EMD with Technical cum Eligibility Proposal leads to rejection of Bid.
- 6.6. The EMD of the Bidders not qualified under Part A - Technical cum Eligibility Proposal will be returned within 15 days after opening the Commercial Proposals of the bidders qualified under Part A - Technical cum Eligibility Proposal. The EMD of Technically Qualified bidders except the selected bidder will be returned within 30 days after opening the Commercial Proposals of the bidders qualified under Part A - Technical cum Eligibility Proposal. The EMD of the selected bidder will be returned within 15 days after submission of Performance Security.
- 6.7. The EMD may be forfeited/ Bank Guarantee may be invoked:
- 6.7.1. If the bidder withdraws or amends the bid during the period of bid validity specified in this document.
- 6.7.2. If the selected bidder fails to accept the purchase order within 7 days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the RFP.

## 7. Costs & Currency

The Offer must be made in Indian Rupees only as per Bill of Material (Annexure-15).

## 8. Erasures or Alterations

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

## 9. Assumptions/Presumptions/Modifications

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

## 10. Submission of Bids

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

First Official	Alternate Official
Senior Manager Canara Bank Centralized Procurement & Vendor Management Wing, First Floor, Naveen Complex, 14 M G Road, Bengaluru - 560 001. Tel - 080 25590070	Divisional Manager Canara Bank Centralized Procurement & Vendor Management Wing, First Floor, Naveen Complex, 14 M G Road, Bengaluru - 560 001. Tel - 080 25129474

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

## 11. Bid Opening

11.1. The **Part A - Technical cum Eligibility Proposal** shall be opened online, on the Date & Time as per GeM Bid Schedule.

11.2. The Bidders may note that no further notice will be given in this regard. Further, in case the bank does not function on the aforesaid date due to unforeseen circumstances or declared as holiday then the bids will be accepted on the next working.

11.3. The **Part A - Technical cum Eligibility Proposal** submitted by the bidder will be evaluated based on the documents submitted as per Appendix-A. The **Part B - Commercial Proposal** of only those bidders who qualified in **Part A - Technical cum Eligibility Proposal** will be opened for further evaluation.

**SECTION E - SELECTION OF BIDDER**

**1. Preliminary Scrutiny**

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

**2. Clarification of Offers**

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

**3. Evaluation of Bids**

- 3.1. The Bank will evaluate the bids submitted by the bidders under this RFP. The bids will be evaluated by a Committee of officers of the Bank. If warranted, the Bank may engage the services of external consultants for evaluation of the bids. It is Bank's discretion to decide at the relevant point of time.
- 3.2. **Part A - Technical cum Eligibility Proposal:**
  - 3.2.1. The Technical Proposal submitted by the bidders will be evaluated based on documents submitted against this RFP and Bank will seek clarification, if required.
  - 3.2.2. The **Part A - Technical cum Eligibility Proposal** submitted by the bidder will be evaluated for the documents submitted as per **Appendix-A**. The Part B - Commercial Proposal of only those bidders who qualified in **Part A - Technical cum Eligibility Proposal** will be opened with due communication by the Bank.
  - 3.2.3. The proof of documents should be submitted as per **Appendix-A** and it will be evaluated by the Bank and Bank will seek clarification, if required.

**3.3. Part B - Commercial Bid:**

The Part B - Commercial Proposals (Indicative) of only those bidders who qualified in **Part A - Technical cum Eligibility Proposal** will be opened with due communication by the Bank. The **Part B - Commercial Bid** submitted by the bidder will be evaluated based on Bill of material submitted by the Bidder. Subsequently Online Reverse Auction will be conducted in the GeM portal for those bidders qualified as per the GeM bid terms and condition

**4. Normalization of Bids**

4.1. The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that, shortlisted bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that, any of the Bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion request all the technically shortlisted bidders to re-submit the technical and Commercial Bids once again for scrutiny. The resubmissions can be requested by the Bank in the following manner;

4.1.1. Incremental bid submission in part of the requested clarification by the Bank

OR

4.1.2. Revised submissions of the entire bid in the whole

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

4.3. The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

**5. Intimation to Qualified/Successful Bidders**

The qualified bidders at each stage would get notified by GeM portal. Commercial Bids of only technical qualified bidders shall be opened. Online Reverse Auction will be conducted in the GeM portal for those bidders qualified as per the GeM bid terms and condition. Final list of the bidders (L1, L2 etc.) will be announced as indicated above. No separate intimation will be sent to successful Bidder.

**6. Commercial Evaluation and Selection of successful Bidder**

6.1. The L1 bidder will be determined on the basis of the lowest price quoted after the completion of Reverse Auction in GeM portal.

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

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

- 6.4.** The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves the right to obtain revised price bids from the bidders with regard to change in RFP clauses. The Bank reserves the right to accept any bid in whole or in part.
- 6.5.** The bidder/s who is L1 will be referred as the selected bidders/ successful bidders after the completion of the Reverse Auction.



**SECTION F - OWNERSHIP & AWARDING OF CONTRACT**

**1. Bid Validity Period**

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

**2. Proposal Ownership**

The proposal and all supporting documentation submitted by the bidder shall become the property of the Bank. As the bidder's proposal is central to the evaluation and Selection process, it is important that, the bidder carefully prepares the proposal as per the prescribed format only. Bidders must provide categorical and factual replies to specific questions. Bidders may provide additional technical literature relating to their proposal but in a separate Annexure. Correct and current technical details must be completely filled in. The Appendices/Annexures to this RFP shall form integral part of the RFP.

**3. Acceptance of Offer**

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

**4. Award of Contract**

- 4.1. The bidder/s who quotes the lowest price (L1) after the reverse auction will be referred as the successful bidder/ bidders and Bank will notify the name of the selected bidder/s in GeM portal.
- 4.2. The contract shall be awarded and the order shall be placed on selected L1 Bidder/s. Bank may release the order either in Full or in part or place more than one order towards the contract based on project plan.
- 4.3. Bank may split the contract with the selected L1 bidder/s at its discretion as per the below terms:
  - 4.3.1. Between L-1, L-2 in the ratio 60:40 in case L-2 matching the rate of L1 price.
  - 4.3.2. In case L-2 refuse to match L-1 rate option will be given to L-3 to match the L1 rate and if L3 matches the L-1 rate, then the order will be split in



the ratio 60:40 between L1 & L3 and so on to other L3, L4, L5 etc., in case L3, L4 etc., refuses to match the price.

- 4.3.3. If no bidder matches the L1 rate, then 100% work will be awarded to L1 bidder.
- 4.4. The selected bidder/s shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the bidder.
- 4.5. In case of non-receipt of acceptance by the due date, the Purchase Order shall be deemed to have been accepted by the vendor.
- 4.6. The selected bidder/s will be required to provide the service to branches / Offices of the Bank at the rates not higher than the agreed rate finalized under this RFP.

## 5. Effective Date

- 5.1. The effective date shall be date of acceptance of the order by the selected bidder. However, the bidder shall submit the acceptance of the order within seven days from the date of receipt of order.
- 5.2. Failure to accept the order within **seven days** from the date of receipt of the order, makes the EMD liable for forfeiture at the discretion of the Bank.

## 6. Project Execution

The needs to be completed expeditiously. The Bank and the selected bidder shall nominate a Project Manager each immediately on acceptance of the order, who shall be the single point of contact for the project at Bengaluru. However, for escalation purpose, details of other persons shall also be given. The project manager nominated by the bidder should have prior experience in implementing similar project. Project Kick-Off meeting should happen within 7 days from the date of acceptance of purchase order.

## 7. Fixed Price

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

## 8. Performance Security

- 8.1. The successful bidder should submit a Performance Security equivalent to 5% of the Total Cost of Ownership (TCO) within 30 days from the date of acceptance of the Purchase Order with the validity period of 14 months from the acceptance of PO including claim period of two months and shall be retained till the completion of Contract period.
- 8.2. If the Performance Security is not submitted within the time stipulated above, penalty at 0.50% for each completed calendar week of delay or part thereof on the total value of the order will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 2.5% of the TCO.
- 8.3. 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 incompleteness of the project and contract period.

- 8.4. Performance Security should be submitted by way of DD drawn on Canara Bank payable at Bengaluru / Bank Guarantee may be obtained from any of the Scheduled Banks (other than Canara Bank).
- 8.5. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Canara Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). However, it should be as per Appendix-D. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be summarily rejected.
- 8.6. The security deposit / bank guarantee will be returned to the bidder on completion of Contract Period.
- 8.7. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.

## 9. Execution of Agreement

- 9.1. Within 21 days from the date of acceptance of the Purchase Order/LOI or within 28 days from the date of issue of Purchase Order/LOI whichever is earlier, the selected bidder shall sign a stamped "Agreement" with the Bank at Bengaluru as per Appendix-G. Failure to execute the Agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected bidder.
- 9.2. The Agreement shall include all terms, conditions and specifications of RFP and also the Bill of Material and Price, as agreed finally after bid evaluation. The Agreement shall be executed in English language in one original, the Bank receiving the duly signed original and the selected bidder receiving the photocopy. The Agreement shall be valid till all contractual obligations are fulfilled.
- 9.3. The Integrity Pact Agreement submitted by the bidder during the bid submission will automatically form a part of the Contract Agreement till the conclusion of the contract.

## 10. Pricing & Payments

- 10.1. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract period.
- 10.2. From the date of placing the order till the delivery of the systems, if any changes are brought in the duties such as excise/customs etc., by the Government resulting in reduction of the cost of the systems, the benefit arising out of such reduction shall be passed on to the Bank.

## 11. Order Cancellation/Termination of Contract

- 11.1. The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:
- 11.1.1. Delay in delivery beyond the specified period for delivery.
- 11.1.2. Serious discrepancies noted in the items delivered.

- 11.1.3. Breaches in the terms and conditions of the Order.
- 11.1.4. Non submission of acceptance of order within 7 days of order.
- 11.1.5. Excessive delay in execution of order placed by the Bank.
- 11.1.6. The Vendor/Service Provider commits a breach of any of the terms and conditions of the bid.
- 11.1.7. The Vendor/Service Provider goes in to liquidation voluntarily or otherwise.
- 11.1.8. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
- 11.1.9. The progress made by the Vendor/Service Provider is found to be unsatisfactory.
- 11.1.10. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- 11.1.11. If found blacklisted by any Govt. Department / PSU / other Banks / CERT-In, during the course of contracted period.
- 11.1.12. Non satisfactory performance of the Project in terms of affecting the Core Systems of the Bank and the functioning of the Branches/Offices of the Bank.
- 11.2. Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services without assigning any reasons.
- 11.3. In case the selected bidder fails to conduct an event as per stipulated schedule, the Bank reserves the right to get it conducted by alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days prior notice to the bidder.
- 11.4. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one-month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- 11.5. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract.
- 11.6. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

**SECTION G - GENERAL CONDITIONS**

**1. General Order Terms**

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

**2. Responsibilities of the Selected Bidder**

- 2.1. The selected bidder has to inform change in the management of the company, if any, to the Bank within 30 days from the date of such change during contract period.
- 2.2. The Bank will call for Audited Balance Sheet of the selected bidder at any point of time during contract period and the selected bidder shall provide the same.

**3. Responsibility for Completeness**

- 3.1. The selected bidder shall ensure that the product provided meets all the technical requirements as envisaged in the scope of the RFP.
- 3.2. The selected bidder shall deliver the product as per Technical specification and Scope of Work described elsewhere in the RFP and arrange for user level demo at bidder's cost as per accepted time schedules. The bidder is liable for penalties levied by Bank for any deviation in this regard. The bidder shall provide Delivery Management Solution without any further charge, expense and cost to Bank.
- 3.3. The selected bidder shall be responsible for any discrepancies, errors and omissions or other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the bank or not. The bidder shall take all corrective measures arising out of discrepancies, error and omission other information as mentioned above within the time schedule and without extra cost to the bank.

**4. Conflict of Interest**

- 4.1. The consultant/Bidder shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting or other activities that conflict with the interest of this RFP.
- 4.2. The Consultant/Bidder and any of its affiliates / consortium members will not be eligible to work in any of the projects as implementation agency where the consultant/Bidder has provided their consultancy services.
- 4.3. The Consultant/Bidder shall not get associated as consultant / advisor / implementation agency or in any other capacity with any of the agencies taking part in the bid process in the project in which the consultant/Bidder is appointed as consultant.

4.4. Participation by Consultant/Bidder with a conflict of interest situation will result in the disqualification of the Consultant/Bidder.

**5. Inspection of Records**

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

**6. Negligence**

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

**7. Assignment**

7.1. The selected bidder shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's prior written consent.

7.2. If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the selected bidder under this RFP.

**8. 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.

**9. Insurance**

The product to be supplied will be insured by the bidder against all risks of loss or damages from the date of shipment till such time, the same is delivered at site and handed over to the Bank/Office/Printer Location. The Bidder has to obtain transit insurance cover for the items to be delivered from their factory/godown to the location and such insurance cover should be available till delivery of the product. If there is any delay in the delivery which could be attributed to Bank, in such an event the insurance must be available for minimum 30 days from the date of delivery of Product.

**10. Intellectual Property Rights**

10.1. Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. The bidder should ensure that the Hardware and Software supplied to the Bank shall not infringe the third party intellectual property rights, if any. The bidder has to ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as bidder.

- 10.2. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution/service:
- 10.3. The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.
- 10.4. The bidder acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Hardware/Software.

## **11. Confidentiality and Non-Disclosure**

- 11.1. The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking as given in Annexure-9.
- 11.2. No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.

## **12. Exit Management**

### **12.1. Exit Management Plan**

- 12.1.1. Successful bidder shall submit a structured & detailed Exit Management plan along with Training and Knowledge transfer for its exit initiated by the Bank.
- 12.1.2. Successful bidder shall update the Transition and Exit management on half yearly basis or earlier in case of major changes during the entire contract duration. The plan and the format shall be discussed and approved by the Bank.



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

### **13. Training and Handholding**

13.1. Successful bidder shall provide necessary knowledge transfer and transition support to the satisfaction of the Bank. The deliverables as indicated below but not limited to:

13.1.1. Entire back-up History but not limited to archive policies, retention policies, restore policies, schedules, target storage, backup history.

13.1.2. Change Request Logs

13.2. Assisting the new Service Provider/Bank with the complete audit of the system including licenses and physical assets

13.3. Detailed walk-throughs and demos for the solution

13.4. During the exit management period, the Vendor/Service Provider shall use its best efforts to deliver the services.

13.5. Successful bidder shall hold technical knowledge transfer sessions with designated technical team of Business and/or any replacement Service Provider in at least last three (3) months of the project duration or as decided by Bank.

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

### **14. Service Levels**

During the term of the contract, the bidder/ vendor shall maintain the Service Levels as detailed in RFP/GeM Bid/PO. In case the vendor fails to maintain the Service Levels, Liquidated damages as detailed in RFP/GeM Bid/PO shall be imposed on the Bidder/Vendor/Service provider.

### **15. Business Continuity Plan**

15.1. The service provider/vendor/ Bidder shall develop and establish a robust Business Continuity and Management of Disaster Recovery Plan if not already developed and established so as to ensure uninterrupted and continued services to the Bank and to ensure the agreed upon service level.

15.2. The service provider/vendor/ Bidder shall periodically test the Business Continuity and Management of Disaster Recovery Plan. The Bank may consider joint testing and recovery exercise with the Service provider/vendor.

### **16. Hiring of Bank Staff or Ex-Staff:**

The BIDDER/VENDOR/ SERVICE PROVIDER or 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 the Bidder/VENDOR/ SERVICE PROVIDER or sub-contractor(s). The period /duration after the date of resignation/ retirement/ termination after which the existing/ex/retired employee shall be eligible for taking up such employment shall be governed by regulatory guidelines/HR policies of the Bank.



## **17. Indemnity**

- 17.1. The BIDDER/VENDOR/ SERVICE PROVIDER shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:
- 17.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the BIDDER/VENDOR/ SERVICE PROVIDER;
  - 17.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the BIDDER/VENDOR/ SERVICE PROVIDER;
  - 17.1.3. Fines, penalties, or punitive damages levied on Bank resulting from supervisory actions due to breach, default or non-performance of undertakings, warranties, covenants, or obligations by the BIDDER/VENDOR/ SERVICE PROVIDER.
- 17.2. The BIDDER/VENDOR/ SERVICE PROVIDER shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of service provided by them.
- 17.3. All Employees engaged by the BIDDER/VENDOR/ SERVICE PROVIDER shall be in sole employment of the BIDDER/VENDOR/ SERVICE PROVIDER and the BIDDER/VENDOR/ SERVICE PROVIDER shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the BIDDER/VENDOR/ SERVICE PROVIDER.
- 17.4. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
- 17.5. BIDDER/VENDOR/ SERVICE PROVIDER aggregate liability shall be subject to an overall limit of the total Cost of the project.
- 17.6. The limits specified in above clauses shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or loss caused due to breach of confidential obligations or applicable data protection laws or commission of any fraud by the bidder or its employees or agents or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.

## **18. Amendments to Contract:**

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

**19. General Conditions to Contract:**

- 19.1. The BIDDER/VENDOR/ SERVICE PROVIDER shall during the validity of this contract, provide access to all data, books, records, information, logs, alerts and business premises relevant to the service provided under this agreement to the Bank.
- 19.2. The BIDDER/VENDOR/ SERVICE PROVIDER shall adhere to RBI guidelines for storage of data in India as per regulatory requirements, also to provide complete details of data captured, processed and stored, maintain confidentiality of the bank's and its customer's data and report same to the bank, Vendor/Service Provider shall be liable to bank for any event for security breach and leakage of data/information
- 19.3. The BIDDER/VENDOR/ SERVICE PROVIDER shall abide/comply with applicable guidelines issued by RBI on Outsourcing of IT services vide master direction note no: RBI/2023-24/102 DoS.CO.CSITEG/SEC.1/31.01.015/2023-24 dated 10/04/2023 and its future amendments and communications.
- 19.4. No forbearance, indulgence, relaxation or inaction by any Party [BANK or VENDOR/ SERVICE PROVIDER] at any time to require the performance of any provision of Contract shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of Contract.
- 19.5. No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of Contract shall be construed as a waiver of any right under or arising out of Contract or an acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Contract.
- 19.6. All remedies of either BANK or BIDDER/VENDOR/ SERVICE PROVIDER under the Contract whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative and not alternative may be enforced successively or concurrently.
- 19.7. If any provision of Contract or the application thereof to any person or Party [BANK/ BIDDER/VENDOR/ SERVICE PROVIDER] is or becomes invalid or unenforceable or prohibited by law to any extent, this Contract shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the Contract shall be valid and binding as though such provision had not been included. Further, the Parties [BANK and BIDDER/VENDOR/ SERVICE PROVIDER] shall endeavour to replace such invalid, unenforceable or illegal provision by one that is valid, enforceable, and legal and achieve substantially the same economic effect as the provision sought to be replaced.
- 19.8. None of the provisions of Contract shall be deemed to constitute a partnership between the Parties [BANK and BIDDER/VENDOR/ SERVICE PROVIDER] and neither Party [BANK nor BIDDER/VENDOR/ SERVICE PROVIDER] shall have any right or authority to bind the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.
- 19.9. Contract shall not be intended and shall not be construed to confer on any person other than the Parties [BANK and BIDDER/ VENDOR/ SERVICE PROVIDER] hereto, any rights or remedies herein.

**20. Force Majeure**

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

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

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

**20.3.** In the event of any such intervening Force Majeure, the selected bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the selected bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

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

## **21. Responsibilities of the Bidder**

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

**21.1.** The Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition.

**21.2.** The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.

**21.3.** No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.

**21.4.** Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with CANARA BANK. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.

**21.5.** The bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The bidder represents that all products to be supplied in response to this RFP shall meet the requirement of the service proposed by the bidder. The bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions

and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP.

## **22. Corrupt and Fraudulent Practices**

- 22.1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders /Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- 22.2. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution AND "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition
- 22.3. The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 22.4. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 22.5. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 22.6. The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.
- 22.7. Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.
- 22.8. The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for Solution/service by the Bank.

## **23. Adoption of Integrity Pact**

- 23.1. The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.
- 23.2. Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.

- 23.3. The bidder shall submit signed Pre Contract integrity pact as per Bank's format along with the bid. Those bids which are not containing the above are liable for rejection.
- 23.4. Foreign bidders to disclose the name and address of agents and representatives in India and Indian bidders to disclose their foreign principles or associates.
- 23.5. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- 23.6. Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 23.7. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.
- 23.8. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 23.9. Integrity pact shall be signed by the person who is authorized to signed the bid.
- 23.10. The Name and Contact details of the Independent External Monitor (IEM) nominated by the Bank are as under:

Smt. Dolly Chakrabarty Email : dollychakrabarty@gmail.com	Sri. Hem Kumar Pande Email : hempande@hotmail.com
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#### 24. Amendments to the Purchase Order

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

#### 25. Amendments to the Agreement

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

#### 26. Modification/Cancellation of RFP

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

#### 27. Social Media Policy

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

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

- 27.2.1.** Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.
- 27.2.2.** Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of social media related systems and procedures.
- 27.2.3.** Any unauthorized use or disclosure of Bank's confidential information or data.
- 27.2.4.** Any usage of information or data for purposes other than for Bank's normal business purposes and / or for any other illegal activities which may amount to violation of any law, regulation or reporting requirements of any law enforcement agency or government body.

## **28. Resolution of Disputes**

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

## **29. Legal Disputes and Jurisdiction of the court**

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

## **30. Bidder Conformity**

- 30.1.** Bidder should ensure that, it is complying with applicable guidelines issued by RBI on outsourcing of IT services vide master direction note no: RBI/2023\_24/102DoS.CO.CSITEG/SEC.1/31.01.015/2023-24 dated 10/04/2023 and its future amendments and communications.

- 30.2.** Bidder should ensure to adhere applicable regulatory guidelines for storage of data in India as per regulatory requirements, also to provide complete details of data captured, processed and stored, maintain confidentiality of the bank's and its customer's data and report same to the bank, Vendor will be liable to bank for any event for security breach and leakage of data/information.
- 30.3.** Bidder should ensure that, it is complying with applicable guidelines issued by regulatory bodies on Digital Personal Data Protection Act 2023 and its future amendments and communications.



**SECTION H- PURCHASE PREFERENCE**

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

**1. Micro & Small Enterprises [MSEs]:**

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

- 1.1. MSEs should provide proof of their being registered as MSE for the item under RFP along with their offer, with any agency mentioned in the Notification, including:
  - 1.1.1. District Industries Centres or
  - 1.1.2. Khadi Village Industries Commission or
  - 1.1.3. Khadi & Village Industries Board or
  - 1.1.4. Coir Board or National Small Industries Corporation or
  - 1.1.5. Directorate of Handicrafts & Handloom or
  - 1.1.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
  - 1.1.7. Udyam Registration Certificate
- 1.2. MSEs are exempted from paying EMD, subject to furnishing of Valid certificate for claiming Exemption.
- 1.3. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of two years from being eligible to submit Bids for contracts with Canara Bank as per Annexure-4.
- 1.4. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.
- 1.5. The details are available on web site [dcmsme.gov.in](http://dcmsme.gov.in). Interested vendors are requested to go through the same for details.
- 1.6. Additionally, the terms and conditions of the GTC (GeM terms & conditions) with regard to the MSEs exemption enshrined in the GeM portal ([gem.gov.in](http://gem.gov.in)) shall be applicable.

**2. Start-up:**

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



- 2.3. Further, the Start-ups are also exempted from submission of EMDs.
- 2.4. For availing the relaxations, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.
- 2.5. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of two years from being eligible to submit Bids for contracts with Canara Bank as per Annexure-4.

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

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

- 3.1. "Local content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- 3.2. "Class-I Local Supplier" means a supplier or service provider whose goods, services or works offered for procurement meets the minimum local content as prescribed for Class-I local supplier under this order.
- 3.3. "Class -II Local Supplier means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class -II Local supplier' but less than that prescribed for 'Class -I Local supplier' under this order.
- 3.4. 'Non-Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement has local content less than that prescribed for 'Class-II Local Supplier' under this order.
- 3.5. The 'local content' requirement to categorize a supplier as 'Class I Local Supplier' is minimum 50%. For 'Class-II Local supplier' the 'local content' requirement is minimum 20%.
- 3.6. The margin of Purchase preference shall be 20%.
- 3.7. Purchase preference for local supplier, self-certification, compliance, monitoring and other terms & conditions shall be as per the aforesaid Guidelines/Notifications. The Guidelines may be treated as an integral part of the tender documents.
- 3.8. The 'Class -I Local supplier'/'Class -II Local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class -I Local supplier'/'Class-II Local supplier' as the case may be. They shall also give details of the location(s) at which the local value addition is made.

- 3.9. In cases of procurement for a value in excess of Rs.10 Crores, the 'Class-I Local supplier'/'Class -II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost account or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- 3.10. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules issued by the Ministry of Finance for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- 3.11. All the relevant documents/information regarding claim for preferential treatment under this policy must be submitted along with offer by the tenderers. Post tender submission of these information/documents shall not be considered. Further firms seeking these considerations shall be completely responsible for the truthfulness and authenticity of their claim for these benefits.

**Annexure-1**  
**Bid Covering Letter**

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

Reference No:

Date:

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

Dear Sir,

**SUB: Selection of Vendor for Supply of 170 tons (150 Tons of 43 cms & 20 Tons of 46 cms in Reel Form having 95 GSM & Opacity 80%) of MICR Grade Security Paper with Bank's logo and CTS Watermark from IBA approved manufacturers for Canara Bank**

**Ref: GEM/2024/B/5000702 dated 31/05/2024.**

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

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

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

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

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

We accept all the Instructions, Terms and Conditions and Scope of Work of the subject RFP. We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive without assigning any reason whatsoever. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in shortlisting of bidders.

We will not sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (refer: F/No.6/18/2019-PPD dated 23/07/2020 of Public Procurement Division, Department of

Expenditure, Ministry of Finance). We further understand that any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

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

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

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

Date:

Signature with seal

Name:

Designation:

**Annexure-2**  
**Pre-Qualification Criteria**

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

**SUB: Selection of Vendor for Supply of 170 tons (150 Tons of 43 cms & 20 Tons of 46 cms in Reel Form having 95 GSM & Opacity 80%) of MICR Grade Security Paper with Bank's logo and CTS Watermark from IBA approved manufacturers for Canara Bank**

**Ref: GEM/2024/B/5000702 dated 31/05/2024.**

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

Sl. No.	Pre-Qualification Criteria	Documents to be submitted In compliance with Pre-Qualification Criteria	Bidders Response
1.	Signing of Pre-Contract Integrity Pact	The bidder should submit signed Pre Contract integrity pact on Non Judicial Stamp Paper of Rs.500/- or more (as per respective state Stamp Act whichever is higher) as per Appendix-F.	
2.	The bidder (including OM, if any) should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 16/09/2020.	Certificate of local content to be submitted as per Annexure-5 as applicable.	
3.	The Bidder should be a registered Proprietorship firm/ Partnership firm registered under LLP Act, 2008/Indian Partnership Act, 1932 or Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013.	Copy of Registration of Proprietorship firm. (OR) Copy of Certificate of LLP registration. (OR) Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company. (OR) Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies.	
4.	The Original Manufacturers (OMs) should be in the approved list of Indian Banks' Association, Mumbai for manufacture of MICR Grade Security Paper.	Copy of valid IBA Registration Certificate of the OM.	
5.	The bidder has to provide confirmation that any person/partnership/LLP/ Company including any subsidiary or holding company/proprietorship connected to bidder directly or	Letter of confirmation (self-certified letter signed by authorized official of the bidder in company letter).	

Sl. No.	Pre-Qualification Criteria	Documents to be submitted In compliance with Pre-Qualification Criteria	Bidders Response
	indirectly has not participated in the bid process.		
6.	The Bidder should have minimum average turnover of Rs.2 Cr (Rupees Two Crore) in the last 3 (three) financial years (i.e., 2020-21, 2021-22 and 2022-23). This must be the individual company turnover and not of any group of companies.	Bidder has to submit audited Balance Sheet copies for last 3 Years i.e. 2020-21, 2021-22 and 2022-23 along with certificate from the Company's Chartered Accountant to this effect with Unique Document Identification Number.	
7.	The Bidder should have positive Net Worth as on 31/03/2022 and also should have not eroded by more than 30% in the last three financial years ending on 31/03/2023.	The Bidder should submit certificate from the Company's Chartered Accountant with UDIN to this effect.	
8.	Bidder should be currently in the business of supplying MICR Papers.  (Proof to be provided not older than one year as on the date of RFP)	The bidder should submit purchase Order and reference letter / satisfactory letter from the customer duly mentioning the details of the services.	
9.	The Original Manufacturers (OMs) through their authorized Supplier/ dealer (bidder) should have supplied at least 100 Tons of MICR Grade Security Paper in a single order to at least one Scheduled Commercial Bank during the last three financial years viz. 2020-21, 2021-22 and 2022-23.	Copy of Purchase Order along with Satisfactory Completion Certificates from the clients to whom such supplies were earlier effected, clearly mentioning the time taken for supply.	
10.	Bidders should not be under debarment/blacklist period for breach of contract/ fraud/ corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/ departments on the date of submission of this RFP.	The Bidder should submit self-declaration on the Company's letter head to this effect.	
11.	Any Bidder (including OEM and OSD/OSO, if any) from a country which shares a land border with India will be eligible to bid, only if the Bidder (including OEM and OSD/OSO) are registered with the Competent Authority. Bidder (entity) from a country which shares a land border with India means: a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or	A declaration stating "We have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from such a country, has been registered with Competent Authority. We hereby certify that we and our OEM fulfills all requirements in this regard and are eligible to be	

Sl. No.	Pre-Qualification Criteria	Documents to be submitted In compliance with Pre-Qualification Criteria	Bidders Response
	c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.	considered" to be submitted in Company's letter head. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]	
12.	Authorization Certificate - Whether the Bid is authenticated by authorized person.	Bidder to submit a copy of the Power of Attorney or the Board Resolution and KYC documents evidencing the authority delegated to the authorized signatory	

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

Date:  
Place:

Signature with seal  
Name:  
Designation :



**Annexure-3**  
**Bidder's Profile**

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

**SUB: Selection of Vendor for Supply of 170 tons (150 Tons of 43 cms & 20 Tons of 46 cms in Reel Form having 95 GSM & Opacity 80%) of MICR Grade Security Paper with Bank's logo and CTS Watermark from IBA approved manufacturers for Canara Bank**

**Ref: GEM/2024/B/5000702 dated 31/05/2024.**

Sl. No.	Particulars	Details
1)	Name of the Bidder Firm/ Company	
2)	Constitution (Ltd./ Pvt. Ltd./ Firm etc.)	
3)	Date of Incorporation and / or Commencement of business with supporting documents	
4)	Certificate of Incorporation Number (CIN)	
5)	Whether registered as MSE for the item under the RFP? (Proof of registration as MSE for the item under the RFP)	
6)	Whether recognized as a Startup by Department of Industrial Policy and Promotion (DIPP)? (Proof of such recognition, indicating terminal validity date of registration and Certificate from CA that the Turnover of the entity complies with Startup guidelines)	
7)	Address for Correspondence: Registered Office: Corporate Office:	
8)	Single Point of contact for this RFP Name: Designation: Mobile No.: Landline No.: Fax: Email-ID (any changes in the above should be informed in advance to Bank)	
9)	PAN number GSTIN <u>Beneficiary Bank Details</u> Beneficiary Name Beneficiary Account Number Type of Account (OD/OCC etc.) IFSC Name of the Bank and Branch address	

Wherever applicable submit documentary evidence to facilitate verification.

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

Date : \_\_\_\_\_ Signature with seal:  
Place : \_\_\_\_\_ Name :  
Designation : \_\_\_\_\_

**Annexure-4**  
**Bid Security Declaration**

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

To,  
The Deputy General Manager,  
Canara Bank,  
Head Office,  
Naveen Complex, 14 M G Road

**SUB: Selection of Vendor for Supply of 170 tons (150 Tons of 43 cms & 20 Tons of 46 cms in Reel Form having 95 GSM & Opacity 80%) of MICR Grade Security Paper with Bank's logo and CTS Watermark from IBA approved manufacturers for Canara Bank**

**Ref: GEM/2024/B/5000702 dated 31/05/2024.**

Dear Sir

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

Place:  
Date:

[Signature of Authorised Signatory]  
Name:  
Designation:  
Seal:

**Annexure-5**  
**Make in India Certificate**

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

Bidder's Reference No. \_\_\_\_\_

Date.....

To,  
The Deputy General Manager,  
Canara Bank,  
Head Office,  
Naveen Complex, 14 M G Road

**SUB: Selection of Vendor for Supply of 170 tons (150 Tons of 43 cms & 20 Tons of 46 cms in Reel Form having 95 GSM & Opacity 80%) of MICR Grade Security Paper with Bank's logo and CTS Watermark from IBA approved manufacturers for Canara Bank**

**Ref: GEM/2024/B/5000702 dated 31/05/2024.**

Dear Sir/Madam,

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

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

Place:  
Date:

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

**Annexure-6**

**List of Major Customers of the bidder in last 3 Years and references**

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

**SUB: Selection of Vendor for Supply of 170 tons (150 Tons of 43 cms & 20 Tons of 46 cms in Reel Form having 95 GSM & Opacity 80%) of MICR Grade Security Paper with Bank's logo and CTS Watermark from IBA approved manufacturers for Canara Bank**

**Ref: GEM/2024/B/5000702 dated 31/05/2024.**

Sl. No.	Name and complete Postal Address of the Financial Institution	Name, Designation, Telephone, Fax, Telex Nos., e-mail address of the contact person (customer)	Quantity and Description of the goods supplied during last 3 years	Satisfactory Letter from customer to be Enclosed or Purchase Orders to be enclosed
1	2	3	4	5

**(Enclose necessary documentary proof)**

Place:  
Date:

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

Annexure-7

Office Details

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

SUB: Selection of Vendor for Supply of 170 tons (150 Tons of 43 cms & 20 Tons of 46 cms in Reel Form having 95 GSM & Opacity 80%) of MICR Grade Security Paper with Bank's logo and CTS Watermark from IBA approved manufacturers for Canara Bank

Ref: GEM/2024/B/5000702 dated 31/05/2024.

Sl. No.	Name of the Office	Address and Telephone No's	E-mail ID of office	Number of employees under the jurisdiction
1.				
2.				

Date :  
Place :

Signature with seal:  
Name :  
Designation :

Annexure-8

Scope of work & Technical Specifications

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

**SUB:** Selection of Vendor for Supply of 170 tons (150 Tons of 43 cms & 20 Tons of 46 cms in Reel Form having 95 GSM & Opacity 80%) of MICR Grade Security Paper with Bank's logo and CTS Watermark from IBA approved manufacturers for Canara Bank

**Ref:** GEM/2024/B/5000702 dated 31/05/2024.

1. **Quality of Paper:** MICR Grade Security Paper with Canara Bank's logo and CTS Water Mark and should satisfy specifications as per IS 11087/1986.
2. **Total quantity required:** 170 tons
3. **Grammage:** 95 GSM
4. **Opacity (%):** 80
5. **Size Reel Form:** Size width of 43 cms & 46 cms
6. **Location & quantity details:**

Sl. No.	Location	Quantity of 43 cms paper (in tonnes)	Quantity of 46 cms paper (in tonnes)	Total Requirement
1.	Kanpur	90	10	100
2.	Hyderabad	60	10	70
		150	20	170

**7. Specifications:**

- 7.1. Paper is needed in Reel form (with width of 43 cms & 46 cms). Paper should be strictly as per CTS India guidelines so that the CTS - India watermark in full and Canara Bank water mark in full or in part should appear in each cheque leaf.
- 7.2. Paper shall be strictly as per specifications in the RFP and shall be supplied with "Canara Bank logo as Watermark" and "CTS Watermark".
- 7.3. The required 'Dandy' for watermarking shall be arranged by the paper manufacturers at their own cost.
- 7.4. The supplier shall at their own cost and within 15 days of executing the supply should submit a test report of MICR Grade Paper from Central Pulp & Paper Research Institute, Shaharanpur, as regards to its properties like grammage, thickness, opacity, tear strength etc., and all other specifications as per IS 11087/1986.
- 7.5. If, there are deficiencies in quality of the MICR paper supplied, penalty will be imposed.
- 7.6. MICR paper supplied at printer location if found that it is not meeting the specifications as above, at any stage after delivery, entire lot left out needs to be replaced immediately by the Mill/dealer without any cost to the Bank/Printer.
8. Vendor should furnish the copy of IBA certificate to the effect that the mill is IBA approved for supply of MICR Grade Paper.

9. Vender should also provide Copy of license /certificate issued by Bureau of Indian Standards to the paper Mill.
10. Distributor should furnish a certificate of manufacturers to the effect that the firm is nominated by them.
11. The Dandy roll of CANARA BANK watermark along with “CTS India” watermark with diameter 2.60 to 3.00 cm shall be prepared by the Selected Vendor/Paper Mill at their cost as per the design to be approved by the Bank. Paper manufacturer will be accountable for quality of paper and incorporation of CTS Water mark in each cheque leaf along with CANARA BANK Water Mark as per IBA/RBI specification.
12. Five (5) Specimen/Samples of the specified papers with the name of paper mill duly indicating details of sensitization to various chemicals/solvents and UV light etc. while sizing the paper and all technical specification representing quality of paper must also be enclosed with the tender with mill's Stamp & Signature. Specimens of papers as mentioned above are also to be enclosed with each supply.
13. Latest Test report (not older than three years) regarding sensitization to various chemicals /solvents etc. approved by RBI/IBA must be submitted along with the bids from a government / government approved laboratory failing which the tender shall be rejected.
14. No variation in paper's grammage/quality will be permitted beyond the specified level in IS 11087/1986. Bank reserves the right to check/verify the specifications etc., of the paper supplied.
15. In case it is found at a later stage that the supplies have defects such as wrong placement of watermark, torn sheet, uneven surface, moisture paper and surface having more fluff than desired, the supplier has to replace the material or face penalties to the extent of loss incurred by the bank by way of deduction from supplier's security /bill.
16. Rejected goods should be taken back by the supplier immediately within 48 hours from the date of intimation of rejection to the supplier by electronic mode of communication (e-mail and / fax etc.) or by post, at his cost, failing which these will be disposed off by the bank at the cost of the supplier and no claim for the same shall entertained. Bank will not be responsible in any respect in this regard.
17. The Bank has the exclusive right to allot the supply order to more than one supplier as per its requirement in case of identical rate.
18. In case of non-supply of goods, the Bank shall be entitled to get the same from the other vendors and debit the cost, if any, from the Selected Vendor's Security Deposit.

**We hereby comply with the above Scope of Work without any deviations.**

Date:

Place :

Signature with seal:

Name:

Designation :



Annexure-9

Non-Disclosure Agreement

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

**SUB: Selection of Vendor for Supply of 170 tons (150 Tons of 43 cms & 20 Tons of 46 cms in Reel Form having 95 GSM & Opacity 80%) of MICR Grade Security Paper with Bank's logo and CTS Watermark from IBA approved manufacturers for Canara Bank**

**Ref: GEM/2024/B/5000702 dated 31/05/2024.**

WHEREAS, we, \_\_\_\_\_, having Registered Office at \_\_\_\_\_, hereinafter referred to as the Bidder, are agreeable to the formalities of deliverables as per timelines mentioned in the RFP for each ordered locations to Canara Bank, having its office at 14, Naveen complex, HO(annex), M.G Road Bengaluru -560001 hereinafter referred to as the BANK and,

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

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

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

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

Date

Signature with seal

Name:

Designation:

Annexure-10

Compliance Statement

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

SUB: Selection of Vendor for Supply of 170 tons (150 Tons of 43 cms & 20 Tons of 46 cms in Reel Form having 95 GSM & Opacity 80%) of MICR Grade Security Paper with Bank's logo and CTS Watermark from IBA approved manufacturers for Canara Bank

Ref: GEM/2024/B/5000702 dated 31/05/2024.

DECLARATION

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

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

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

Date

Signature with seal

Name:

Designation:

Annexure-11

Undertaking Letter

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

**SUB: Selection of Vendor for Supply of 170 tons (150 Tons of 43 cms & 20 Tons of 46 cms in Reel Form having 95 GSM & Opacity 80%) of MICR Grade Security Paper with Bank's logo and CTS Watermark from IBA approved manufacturers for Canara Bank**

**Ref: GEM/2024/B/5000702 dated 31/05/2024.**

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

**Date:**

**Signature with seal**

**Name:**

**Designation:**

**Annexure-12**  
**Escalation Matrix**

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

SUB: Selection of Vendor for Supply of 170 tons (150 Tons of 43 cms & 20 Tons of 46 cms in Reel Form having 95 GSM & Opacity 80%) of MICR Grade Security Paper with Bank's logo and CTS Watermark from IBA approved manufacturers for Canara Bank

Ref: GEM/2024/B/5000702 dated 31/05/2024.

Name of the Bidder Firm:

**Delivery Related Issues:**

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

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

Date

Signature with seal

Name:

Designation:

**Annexure-13**  
**Manufacturer Authorization Form**

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

No. \_\_\_\_\_ dated \_\_\_\_\_

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

Dear Sir,

**SUB: Selection of Vendor for Supply of 170 tons (150 Tons of 43 cms & 20 Tons of 46 cms in Reel Form having 95 GSM & Opacity 80%) of MICR Grade Security Paper with Bank's logo and CTS Watermark from IBA approved manufacturers for Canara Bank**

**Ref: GEM/2024/B/5000702 dated 31/05/2024.**

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

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

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

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

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

**Yours faithfully**  
**(Name)**  
**For and on behalf of M/s**

**Annexure-14**  
**Letter for EMD Return (if applicable)**  
**[On Firm's / Company's letter head]**

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

Dear Sir,

**SUB: Selection of Vendor for Supply of 170 tons (150 Tons of 43 cms & 20 Tons of 46 cms in Reel Form having 95 GSM & Opacity 80%) of MICR Grade Security Paper with Bank's logo and CTS Watermark from IBA approved manufacturers for Canara Bank.**

**Ref: GEM/2024/B/4917620 dated 06/05/2024.**

We \_\_\_\_\_ (Company Name) had participated in the Request for Proposal (RFP) for Selection of Vendor for Supply of 170 tons (150 Tons of 43 cms & 20 Tons of 46 cms in Reel Form having 95 GSM & Opacity 80%) of MICR Grade Security Paper with Bank's logo and CTS Watermark from IBA approved manufacturers for Canara Bank.

Details of EMD submitted are as follows:

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

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

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

**Declaration:**

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

**Date:**

**Place:**

**Signature with seal**

**Name:**

**Designation:**

Annexure-15

Bill of Material

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

**SUB: Selection of Vendor for Supply of 170 tons (150 Tons of 43 cms & 20 Tons of 46 cms in Reel Form having 95 GSM & Opacity 80%) of MICR Grade Security Paper with Bank's logo and CTS Watermark from IBA approved manufacturers for Canara Bank**

**Ref: GEM/2024/B/5000702 dated 31/05/2024.**

Notes

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

Table -A

**Cost for Supply of 170 Tons (150 Tons of 43 cms & 20 Tons of 46 cms in Reel Form having 95 GSM & Opacity 80%) of MICR Grade Paper**

[Amount in Indian Rupees]

Sl. No.	Description	Rate Per Ton (Excl. of taxes)	Weight (in Tons)	Total cost (Excl. of taxes)	Tax for Column c		Total Cost (Incl. of taxes)
					% of Tax	Tax Amt.	
		a	b	c=a*b	d	e	f=c+e
1.	Cost of MICR paper (150 tons 43 cms paper & 20 tons 46cms) in Reel for as per Technical Specifications in Annexure-8		170*				
2.	<b>Total Cost for Supply of MICR security papers</b>						

\*The above mentioned weight in column "b" of 170 tons includes 150 tons of 43 cms paper & 20 tons of 46cms to be supplied to delivery locations as mentioned in Annexure-8.

Note -The above mentioned rates are inclusive of Freight, loading, unloading, door delivery charges, transit insurance charges and any other misc. charges etc., for delivery at each of the above destinations. Applicable GST will be paid extra.



**Undertaking**

- i. The quantity mentioned in the BOM is indicative in nature and Bank at its discretion to may increase/decrease the quantity. Bidder has to provide the required quantities at the rate quoted above.
- ii. Bill of material is submitted on the letter head and is signed by an Authorized Signatory with Name and Seal of the Company.
- iii. We confirm that we have gone through RFP clauses, subsequent amendments and replies to pre-bid queries (if any) and abide by the same.
- iv. We have not changed the structure of the format nor added any extra items. We note that any such alternation will lead to rejection of Bid.
- v. We agree that no counter condition/assumption in response to commercial bid will be accepted by the Bank. Bank has a right to reject such bid.
- vi. We are agreeable to the payment schedule as per “Payment Terms” of the bid.
- vii. The bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.

Date

Signature with seal

Name:

Designation:

**Appendix -A**

**Instructions to be noted while preparing/submitting Part A - Technical cum Eligibility Proposal**

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

- 1) Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD / Exemption Certificate.
- 2) Power of Attorney / Authorization letter signed by the Competent Authority with the seal of the bidder's company / firm in the name of the person signing the bid documents with supporting documents.
- 3) Bid Covering letter as per **Annexure-1**.
- 4) Compliance to Pre-Qualification Criteria declaration as per **Annexure-2** with documentary proof in support of the Pre-Qualification Criteria.
- 5) Bidder's Profile as per **Annexure-3**.
- 6) Bid Security Declaration as per **Annexure-4 (if eligible)**.
- 7) Make in India Certificate as per **Annexure-5**.
- 8) List of major customers as per **Annexure-6**.
- 9) Office details as per **Annexure-7**.
- 10) Compliance to the Scope of Work as per **Annexure-8**.
- 11) Non-Disclosure Agreement as per **Annexure-9**.
- 12) Compliance Statement as per **Annexure-10**.
- 13) Undertaking Letter as per **Annexure-11**.
- 14) Escalation Matrix as per **Annexure-12**.
- 15) Manufacturer Authorization Form as per **Annexure-13**.
- 16) Letter for EMD Return as per **Annexure-14**.
- 17) Masked bill of Material as per **Annexure-15**.
- 18) Signed Pre Contract Integrity Pact as per **Appendix-F** in non-judicial Stamp paper.

## Appendix-B

### Instructions to be noted while preparing/submitting Part B - Commercial Proposal

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

1. Bill of Material as per Annexure-15.

Appendix-C

Authorization Letter Format

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

Ref No:

Date:

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

Dear Sir,

**SUB: Selection of Vendor for Supply of 170 tons (150 Tons of 43 cms & 20 Tons of 46 cms in Reel Form having 95 GSM & Opacity 80%) of MICR Grade Security Paper with Bank's logo and CTS Watermark from IBA approved manufacturers for Canara Bank**

**Ref: GEM/2024/B/5000702 dated 31/05/2024.**

This has reference to your above RFP. Mr./Miss/Mrs. \_\_\_\_\_ is hereby authorized to attend the bid opening of the above RFP on \_\_\_\_\_ on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name & Designation of Authorizing Authority

<b>NOTE: This Authorization letter is to be carried in person at the time of Bid Opening</b>
--

**Appendix-D**  
**Bank Guarantee Format for Earnest Money Deposit**

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

WHEREAS \_\_\_\_\_ (Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated \_\_\_\_\_ (Date) for the execution of (Name of Contract) \_\_\_\_\_ (hereinafter called "the Tender") in favour of \_\_\_\_\_ hereinafter called the "Beneficiary";

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

THE CONDITIONS of this obligation are:

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

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

Notwithstanding anything contained herein

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

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2023  
(SIGNATURE & SEAL OF THE BANK)

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

**Name of the Bank: Canara Bank**  
**Name of the Branch: CPVM Wing**  
**IFSC Code: CNRB0000007**

**Appendix-E**  
**Proforma of Bank Guarantee for Contract Performance**

(To be submitted on Non-Judicial stamp paper of appropriate value Purchased in the name of the issuing Bank)

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

WHEREAS (Name and address of M/s XXXX Ltd (hereinafter referred to as “the CONTRACTOR”) has undertaken to supply, transportation, transit insurance, local delivery and installation insurance up to Acceptance by the bank, Acceptance testing and also includes documentation, warranty, annual maintenance, if contracted, and training or demo of your personnel related to .....(Description of RFP)as per their Contract dated \_\_\_\_\_with you (hereinafter referred to as “the CONTRACT” )

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

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

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

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

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs\_\_\_\_\_ (Rupees\_\_\_\_\_) an amount equivalent to 5 % of the Contract Price plus GST against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs\_\_\_\_\_ (Rupees\_\_\_\_\_) may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.

Notwithstanding anything to the contrary we agree that your decision as to whether the CONTRACTOR has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask

you to establish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

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

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

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

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

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

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

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

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



cancelled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

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

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

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

Notwithstanding anything contained herein

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023

For and on behalf of

\_\_\_\_\_ BRANCH MANAGER SEAL ADDRESS PLACE

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

**Name of the Bank: Canara Bank**

**Name of the Branch: CPVM Wing**

**IFSC Code: CNRB0000007**

**Appendix-F**  
**Pre Contract Integrity Pact**  
**(This has to be submitted in the non-judicial Stamp Paper)**

**SUB: Selection of Vendor for Supply of 170 tons (150 Tons of 43 cms & 20 Tons of 46 cms in Reel Form having 95 GSM & Opacity 80%) of MICR Grade Security Paper with Bank's logo and CTS Watermark from IBA approved manufacturers for Canara Bank**

**Ref: GEM/2024/B/5000702 dated 31/05/2024.**

**1. GENERAL**

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on \_\_\_\_\_ day of the month 20\_\_\_\_, between, the Canara Bank, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at 112, J.C. Road, Bangalore 560 002, with branches spread over India and abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri \_\_\_\_\_, \_\_\_\_\_, Centralized Procurement and Vendor Management Wing HO, Bengaluru representing Canara Bank, of the BUYER, of the FIRST PART

AND

M/s. \_\_\_\_\_ represented by Shri \_\_\_\_\_ Chief Executive Officer/Authorised Signatory (hereinafter called the "BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART

1.2. WHEREAS the BUYER proposes to select a **Vendor for Supply of 170 tons (150 Tons of 43 cms & 20 Tons of 46 cms in Reel Form having 95 GSM & Opacity 80%) of MICR Grade Security Paper with Bank's logo and CTS Watermark from IBA approved manufacturers for Canara bank** and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is willing to offer/has offered the stores/services and

1.3. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is a private company/ public company/Government undertaking/ partnership/ LLP/registered export agency/service provider, duly constituted in accordance with the relevant law governing its formation/incorporation/constitution and the BUYER is a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970.

1.4. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER has clearly understood that the signing of this agreement is an essential pre-requisite for participation in the bidding process in respect of Stores/Equipment/Items/Services proposed to be procured by the BUYER and also understood that this agreement would be effective from the stage of invitation of bids till the complete execution of the agreement and beyond as provided in clause 13 and the breach of this agreement detected or found at any stage of the procurement process shall result into rejection of the bid and cancellation of contract rendering BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER liable for damages and replacement costs incurred by the BUYER.

2. NOW, THEREFORE, the BUYER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER agree to enter into this pre-contract integrity agreement, hereinafter referred to as

Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful bidder, and it is intended through this agreement to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

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

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

### **3. COMMITMENTS OF THE BUYER**

The BUYER commits itself to the following: -

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

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

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

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 4.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the BUYER.
- 4.2. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is the original Manufacturer/Integrator/Authorized government sponsored export entity of the stores/Authorised Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such materials/services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.3. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.4. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.5. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.
- 4.6. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.

4.7. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.8. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

## **5. PREVIOUS TRANSGRESSION**

5.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Bank, Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

5.2. If the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER makes incorrect statement on this subject, BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can be disqualified from the tender/bid process or the contract, if already awarded, can be terminated for such reason.

## **6. EARNEST MONEY (SECURITY DEPOSIT)**

6.1. Every BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER while submitting commercial bid, shall deposit an amount as specified in RFP/Tender Documents as Earnest Money/Security, Deposit, with the BUYER through any of the instruments as detailed in the tender documents.

6.2. The Earnest Money/Security Deposit shall be valid for a period till the complete conclusion of the contractual obligations or for such period as mentioned in RFP/Contract, including warranty period, whichever is later to the complete satisfaction of BUYER.

6.3. In the case of successful BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

## **7. SANCTIONS FOR VIOLATIONS**

7.1. Any breach of the provisions herein contained by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required: -

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. However, the proceedings with the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) would continue.

- ii. To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.
  - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
  - iv. To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of (Name of the Bank/Financial Institution) while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER /CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
  - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.
  - vi. To cancel all or any other contracts with the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
  - vii. To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
  - viii. To recover all sums paid in violation of this Pact by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.
  - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, the same shall not be opened.
  - x. Forfeiture of The Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
  - xi. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
- 7.2.** The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 7.3.** The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/SELLER/ CONTRACTOR shall be final and conclusive on the BIDDER/SELLER /CONTRACTOR. However, the BIDDER/SELLER/ CONTRACTOR/

SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

## **8. FALL CLAUSE**

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

## **9. INDEPENDENT EXTERNAL MONITORS**

- 9.1. The BUYER has appointed two Independent External Monitors (hereinafter referred to as Monitors) for this Pact in accordance with the recommendations and guidelines issued by Central Vigilance Commission.
- 9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out of tendering process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities.
- 9.5. As soon as any event or incident of violation of this Pact is noticed by Monitors, or Monitors have reason to believe, a violation of this Pact, they will so inform the Management of the BUYER.
- 9.6. The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project /Procurement documentation of the BUYER including that provided by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFP/Tender is being /has been submitted by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractors () with confidentiality.
- 9.7. The BUYER will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an Impact on the

contractual relations between the parties. The parties may offer to the Monitors the option to participate in such meetings.

- 9.8. The Monitors will submit a written report to the BUYER at the earliest from the date of reference or intimation to him by the BUYER/BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and submit proposals for correcting problematic situations.

#### 10. FACILITATION OF INVESTIGATION

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

#### 11. LAW AND PLACE OF JURISDICTION

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

#### 12. OTHER LEGAL ACTIONS

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

#### 13. VALIDITY

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

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

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

BUYER BIDDER

Name of the Officer

Designation

Name of Wing

Canara Bank

CHIEFEXECUTIVEOFFICER/AUTHORISED SIGNATORY

Witness

1)

2)

Witness

1)

2)



**Appendix-G**  
**DRAFT CONTRACT AGREEMENT**

**CONTRACT AGREEMENT FOR .....**

**THIS AGREEMENT (the Agreement) executed at Bengaluru on ..... day of ..... 202.....**

**BETWEEN**

Canara Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 112, J C Road, Bengaluru - 560002 in India, represented by the Authorised Signatory of its CP & VM Wing, Mr....., (Designation), (hereinafter referred to as "PURCHASER") which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns and successors) of the **ONE PART**

**AND**

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

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

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

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

**1. DEFINITION AND INTERPRETATION:**

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

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

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

## **2. SCOPE OF WORK:**

The scope of work shall be as Per RFP/RFQ/EOI Document/ Bid No/PO No.....Dated.....

## **3. TERM OF THE CONTRACT:**

The contract shall be valid for the full duration till completion of all contractual obligations by the Vendor/Service Provider and PURCHASER for the current orders or

further orders to be released by Vendor/ Service Provider as per the terms and conditions in this contract.

**4. PAYMENT TERMS:**

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

**5. PENALTIES/LIQUIDATED DAMAGES:**

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

**6. SECURITY DEPOSIT / PERFORMANCE OF BANK GUARANTEE:**

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

**7. ASSIGNMENT:**

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

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

**8. SUB-CONTRACTING:**

8.1. VENDOR/ SERVICE PROVIDER shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the VENDOR/ SERVICE PROVIDER under the contract without the prior written consent of the BANK.

8.2. Notwithstanding the above or any written consent granted by the Bank for subcontracting the services, the Vendor/Service Provider alone shall be responsible for performance of the services under the contract.

**9. SERVICE LEVELS:**

9.1. During the term of the contract, the vendor shall maintain the Service Levels as detailed in RFP/GeM Bid/PO. In case the vendor fails to maintain the Service Levels, Liquidated damages as detailed in RFP/GeM Bid/PO shall be imposed on the Vendor/Service provider.

**10. ORDER CANCELLATION/TERMINATION OF CONTRACT:**

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

10.2. The Bank reserves its right to cancel the entire / unexecuted part of CONTRACT at any time by assigning appropriate reasons and recover expenditure incurred

by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:

- 10.2.1. Delay in delivery beyond the specified period for delivery.
  - 10.2.2. Serious discrepancies noted in the items delivered.
  - 10.2.3. Breaches in the terms and conditions of the Order.
  - 10.2.4. Non submission of acceptance of order within 7 days of order.
  - 10.2.5. Excessive delay in execution of order placed by the Bank.
  - 10.2.6. The Vendor/Service Provider commits a breach of any of the terms and conditions of the bid.
  - 10.2.7. The Vendor/Service Provider goes in to liquidation voluntarily or otherwise.
  - 10.2.8. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
  - 10.2.9. The progress made by the Vendor/Service Provider is found to be unsatisfactory.
  - 10.2.10. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- 10.3. In case the Vendor/Service Provider fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor/Service Provider by giving 7 days' prior notice to the Vendor/Service Provider.
- 10.4. After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the Vendor/Service Provider is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- 10.5. The Bank reserves the right to recover any dues payable by the Vendor/Service Provider from any amount outstanding to the credit of the Vendor/Service Provider, including the pending bills and security deposit, if any, under this contract.
- 10.6. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Vendor/Service Provider towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

- 10.7. Notwithstanding anything contained hereinabove, the Bank may terminate this contract by giving a 30 days' notice without assigning any cause.
- 10.8. Notwithstanding the existence of a dispute, and/ or the commencement of arbitration proceedings, Vendor/Service Provider should continue the services. Vendor/Service Provider is solely responsible to prepare a detailed Reverse Transition plan.
- 10.9. The Bank shall have the sole decision to determine whether such plan has been complied with or not. Reverse Transition mechanism would include services and tasks that are required to be performed/ rendered by the Vendor/Service Provider to the Bank or its designee to ensure smooth handover and transitioning of the Bank's deliverables.

## **11. EXIT MANAGEMENT PLAN:**

- 11.1. Vendor/Service Provider shall submit a structured & detailed Exit Management plan along with Training and Knowledge transfer for its exit initiated by the Bank.
- 11.2. Vendor/Service Provider shall update the Transition and Exit management on half yearly basis or earlier in case of major changes during the entire contract duration. The plan and the format shall be discussed and approved by the Bank.
- 11.3. The exit Management plan shall deal with the following aspects but not limited to of exit management in relation to the Service Level as a whole and in relation to in scope applications, interfaces, infrastructure and network and the scope of work.
  - 11.3.1. A detailed program of the transfer process that could be used in conjunction with a replacement vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer.
  - 11.3.2. Plans for provision of contingent support to the Project and replacement Vendor/Service Provider for a reasonable period (minimum three month and maximum as per mutual agreement) after transfer or as decided by Canara Bank.
  - 11.3.3. Plans for training of the Replacement Service Provider/Canara Bank staff to run the operations of the project. This training plan along with the training delivery schedule should be approved by Canara Bank. The delivery of training along with handholding support and getting the sign off on the same would be the responsibility of Vendor/Service provider.
- 11.4. At the end of the contract period or during the contract period, if any other Service Provider is identified or selected for providing services related to Vendor/Service Provider scope of work, they shall ensure that a proper and satisfactory handover is made to the replacement Service Provider.

- 11.5. All risk during transition stage shall be properly documented by Vendor/Service Provider and mitigation measures shall be planned to ensure a smooth transition without any service disruption. Vendor/Service Provider must ensure that hardware supplied by them shall not reach end of support products (software/ hardware) at time of transition. Vendor/Service Provider shall inform well in advance end of support products (software/hardware) for the in-scope applications and infrastructure.
- 11.6. The transition & exit management period will start minimum six (6) months before the expiration of the contract or as decided by Canara Bank.
- 11.7. Vendor/Service Provider will provide shadow support for a minimum of 90 days or as decided by the Bank before the end of termination of notice period or expiry of the contract as applicable at no additional cost to the Bank.
- 11.8. In case of termination, the exit management period will start from effective date of termination, or such other date as may be decided by Canara Bank and communicated to Vendor/Service Provider.
- 11.9. Vendor/Service Provider must ensure closing off all critical open issues, any audit observation as on date of exit. All other open issues as on date of Exit shall be listed and provided to Canara Bank.
- 11.10. Vendor/Service Provider needs to comply with Banks requirements and any statutory or regulatory guidelines during the reverse transition period.

## **12. TRAINING AND HANDHOLDING:**

- 12.1. Vendor/Service Provider shall provide necessary knowledge transfer and transition support to the satisfaction of the Bank. The deliverables as indicated below but not limited to:
  - 12.1.1. Entire back-up History but not limited to archive policies, retention policies, restore policies, schedules, target storage, backup history.
  - 12.1.2. Change Request Logs
- 12.2. Assisting the new Service Provider/Bank with the complete audit of the system including licenses and physical assets
- 12.3. Detailed walk-throughs and demos for the solution
- 12.4. During the exit management period, the Vendor/Service Provider shall use its best efforts to deliver the services.
- 12.5. Vendor/Service Provider shall hold technical knowledge transfer sessions with designated technical team of Business and/or any replacement Service Provider in at least last three (3) months of the project duration or as decided by Bank.

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

## **13. INTELLECTUAL PROPERTY RIGHTS:**

- 13.1. VENDOR/ SERVICE PROVIDER warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER shall ensure that the Solution supplied to the BANK shall not infringe the third party intellectual property rights, if any. VENDOR/ SERVICE PROVIDER shall ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as VENDOR/ SERVICE PROVIDER.
- 13.2. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, VENDOR/ SERVICE PROVIDER shall at its choice and expense:
- 13.2.1. Procure for BANK the right to continue to use such deliverables.
- 13.2.2. Replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables or
- 13.2.3. If the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse BANK for any amounts paid to VENDOR/ SERVICE PROVIDER for such deliverables, along with the replacement costs incurred by BANK for procuring equivalent equipment in addition to the penalties levied by BANK. However, BANK shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, VENDOR/ SERVICE PROVIDER shall be responsible for payment of penalties in case service levels are not met because of inability of the BANK to use the proposed solution.
- 13.3. The indemnification obligation stated in this clause shall apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party to make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.
- 13.4. VENDOR/ SERVICE PROVIDER acknowledges that business logics, work flows, delegation and decision making processes of BANK are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Software/Service.

#### **14. INDEMNITY:**

- 14.1. The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:
- 14.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;
- 14.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;
- 14.1.3. Fines, penalties, or punitive damages levied on Bank resulting from supervisory actions due to breach, default or non-performance of undertakings, warranties, covenants, or obligations by the Vendor/Service Provider
- 14.2. The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of **service** provided by them.
- 14.3. All Employees engaged by the Bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.
- 14.4. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
- 14.5. Bidder's aggregate liability shall be subject to an overall limit of the total Cost of the project.
- 14.6. The limits specified in above clauses shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or loss caused due to breach of confidential obligations or applicable data protection laws or commission of any fraud by the bidder or its employees or agents or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.

## **15. RIGHT TO AUDIT:**

- 15.1. The VENDOR has to get itself annually audited by internal/ external empanelled Auditors appointed by the PURCHASER/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the PURCHASER/such auditors in the areas of products (IT hardware/software) and services etc., provided to the PURCHASER and the VENDOR is required to submit such certification by such Auditors to the PURCHASER. The VENDOR and or his/their outsourced agents/subcontractors (if allowed by the PURCHASER) shall facilitate the same. The PURCHASER can



make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the VENDOR. The VENDOR shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the PURCHASER.

15.2. Where any deficiency has been observed during audit of the VENDOR on the risk parameters finalized by the PURCHASER or in the certification submitted by the Auditors, the VENDOR shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the VENDOR shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

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

**16. BUSINESS CONTINUITY PLAN:**

16.1. The service provider/vendor shall develop and establish a robust Business Continuity and Management of Disaster Recovery Plan if not already developed and established so as to ensure uninterrupted and continued services to the Bank and to ensure the agreed upon service level.

16.2. The service provider/vendor shall periodically test the Business Continuity and Management of Disaster Recovery Plan. The Bank may consider joint testing and recovery exercise with the Service provider/vendor.

**17. CORRUPT AND FRAUDULENT PRACTICES:**

17.1. Vendor/Service Provider shall at all times observe the highest standard of ethics during the entire contract period.

17.2. Vendor/Service Provider shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for Supply, Implementation, Migration and Support of the Solution by the Bank.

**18. CONFIDENTIALITY AND NON-DISCLOSURE:**

18.1. VENDOR/ SERVICE PROVIDER shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. VENDOR/ SERVICE PROVIDER shall suitably defend, indemnify BANK for any loss/damage suffered by BANK on account of and to the extent of any disclosure of the confidential information. VENDOR/ SERVICE PROVIDER shall furnish an undertaking in the prescribed format.

- 18.2. No Media release/public announcement or any other reference to the Contract/RFP or any program there under shall be made without the written consent of the BANK, by photographic, electronic or other means.
- 18.3. Provided that the Confidentiality Clause may not be applied to the data or information which;
- a) Was available in the public domain at the time of such disclosure through no wrongful act on the part of VENDOR/ SERVICE PROVIDER.
  - b) Is received by VENDOR/ SERVICE PROVIDER without the breach of this Agreement.
  - c) Is required by law or regulatory compliance to disclose to any third person.
  - d) Is explicitly approved for release by written authorization of the Bank.
- 18.4. Service Provider to ensure confidentiality of customer data and shall be liable in case of any breach of security and leakage of confidential customer related information

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

**19. FORCE MAJEURE:**

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

**20. SOCIAL MEDIA POLICY:**

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

**21. HIRING OF BANK STAFF OR EX-STAFF:**

The VENDOR/ SERVICE PROVIDER or 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 the VENDOR/ SERVICE PROVIDER or sub-contractor(s). The period /duration after the date of resignation/ retirement/ termination after which the existing/ex/retired employee shall be eligible for taking up such employment shall be governed by regulatory guidelines/HR policies of the Bank

**22. ADHERENCE TO BANKS IS SECURITY/CYBER SECURITY POLICIES:**

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

**23. PROTECTION OF DATA:**

- 23.1. The VENDOR/ SERVICE PROVIDER warrants that at all times, when delivering the Deliverables and providing the Services, use appropriate procedures and care to avoid loss or corruption of data. However, in the event that any loss or damage to Bank data occurs as a result of Vendor/Service provider failure to perform its responsibilities in the RFP, Vendor/Service Provider will at Bank's request correct or cause to be corrected any loss or damage to Bank data. Further, the cost of the any corrective action in relation to data loss of any nature will be borne by Vendor/Service Provider, if such loss or damage was caused by any act or omission of Vendor/Service provider or its officers,

employees, contractors or agents or other persons under Vendor/Service provider control.

- 23.2. Where the terms of the RFP/Gem Bid/PO require any data to be maintained by the Bank, the Bank agrees to grant, Vendor/Service provider such access and assistance to such data and . other materials as may be required by Vendor/Service Provider, for the purposes of correcting loss or damage to Bank data.
- 23.3. The VENDOR/ SERVICE PROVIDER is required to adhere to RBI guidelines for storage of data in India as per regulatory requirements, also to provide complete details of data captured, processed and stored, maintain confidentiality of the bank's and its customer's data and report same to the bank, Vendor/Service provider will be liable to bank for any event for security breach and leakage of data/information
- 23.4. The VENDOR/ SERVICE PROVIDER should ensure that it is complying with applicable guidelines issued by regulatory bodies on Digital Data Protection Act 2023 and its future amendments and communications.

**24. DISPUTE RESOLUTION MECHANISM:**

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

**25. GOVERNING LAWS AND JURISDICTION OF THE COURT:**

All disputes and controversies between Bank and VENDOR/ SERVICE PROVIDER shall be subject to the exclusive jurisdiction of the courts in Bengaluru and the parties agree to submit themselves to the jurisdiction of such court as this Contract shall be governed by the laws of India.

**26. NOTICES:**

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

**If to BANK:**

Registered Office Address: Canara Bank Head Office (Annex),  
Centralized Procurement and Vendor Management Wing,

#14, M G Road, Naveen Complex,  
Bengaluru -560001  
Designated Contact Person: ..... (Designation)  
Phone: 080-25599244  
Email: [suppliermanagement@canarabank.com](mailto:suppliermanagement@canarabank.com)

If to VENDOR/ SERVICE PROVIDER:

Registered Office Address:

Designated Contact Person: Sri. \_\_\_\_\_ (\_\_\_\_\_)  
Phone: +91-\_\_\_\_\_  
Email: \_\_\_\_\_

**27. AMENDMENTS TO CONTRACT:**

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

**28. CONFLICT OF INTEREST:**

28.1. VENDOR/ SERVICE PROVIDER represents and warrants that it has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

28.2. VENDOR/ SERVICE PROVIDER represents and warrants that if any such actual or potential conflict of interest arises under this Agreement, Vendor/Service Provider shall immediately inform the Bank in writing of such conflict.

28.3. VENDOR/ SERVICE PROVIDER acknowledges that if, in the reasonable judgment of the Bank, such conflict poses a material conflict to and with the performance of VENDOR/ SERVICE PROVIDER's obligations under this Agreement, then the Bank may terminate the Agreement immediately upon Written notice to VENDOR/ SERVICE PROVIDER; such termination of the Agreement shall be effective upon the receipt of such notice by VENDOR/ SERVICE PROVIDER.

**29. ESCALATION MATRIX:**

The escalation matrix at the Vendor/Service Provider level, shall be provided as below.

In case of any issue with respect to the execution of the Project, Delivery of Hardware, Services etc., the Bank can escalate the issue as per the escalation matrix.

Escalation matrix shall be strictly followed to resolve any tickets, whenever raised.

Escalation Level	Name	Designation	Office Address	Mobile Number	Role & Responsibility	E-mail ID
First Level	-----	-----	-----	-----	-----	-----

Senior Level/Middle Level	-----	-----	-----	-----	-----	-----
Highest Level	-----	-----	-----	-----	-----	-----

### 30. GENERAL CONDITIONS TO CONTRACT:

- 30.1. The VENDOR/ SERVICE PROVIDER shall during the validity of this contract, provide access to all data, books, records, information, logs, alerts and business premises relevant to the service provided under this agreement to the Bank.
- 30.2. The VENDOR/ SERVICE PROVIDER shall adhere to RBI guidelines for storage of data in India as per regulatory requirements, also to provide complete details of data captured, processed and stored, maintain confidentiality of the bank's and its customer's data and report same to the bank, Vendor/Service Provider shall be liable to bank for any event for security breach and leakage of data/information
- 30.3. The VENDOR/ SERVICE PROVIDER shall abide/comply with applicable guidelines issued by RBI on Outsourcing of IT services vide master direction note no: RBI/2023-24/102DoS.CO.CSITEG/SEC.1/31.01.015/2023-24 dated 10/04/2023 and its future amendments and communications.
- 30.4. No forbearance, indulgence, relaxation or inaction by any Party [BANK or VENDOR/ SERVICE PROVIDER] at any time to require the performance of any provision of Contract shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of Contract.
- 30.5. No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of Contract shall be construed as a waiver of any right under or arising out of Contract or an acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Contract.
- 30.6. All remedies of either BANK or VENDOR/ SERVICE PROVIDER under the Contract whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative and not alternative may be enforced successively or concurrently.
- 30.7. If any provision of Contract or the application thereof to any person or Party [BANK/ VENDOR/ SERVICE PROVIDER] is or becomes invalid or unenforceable or prohibited by law to any extent, this Contract shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the Contract shall be valid and binding as though such provision had not been included. Further, the Parties [BANK and VENDOR/ SERVICE PROVIDER] shall endeavour to replace such invalid, unenforceable or illegal provision by one that is valid, enforceable, and legal and achieve substantially the same economic effect as the provision sought to be replaced.
- 30.8. None of the provisions of Contract shall be deemed to constitute a partnership between the Parties [BANK and VENDOR/ SERVICE PROVIDER] and neither Party

[BANK nor VENDOR/ SERVICE PROVIDER] shall have any right or authority to bind the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.

30.9. Contract shall not be intended and shall not be construed to confer on any person other than the Parties [BANK and VENDOR/ SERVICE PROVIDER] hereto, any rights or remedies herein.

30.10. Contract shall be executed in English language in 1 (one) original, the BANK receiving the duly signed original and VENDOR/ SERVICE PROVIDER receiving the duly attested photocopy.

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

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

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

In the presence of:

In the presence of:

Signature-1:  
Name:  
Designation:

Signature-1:  
Name:  
Designation:

Signature-2:  
Name:  
Designation:

Signature-2:  
Name:  
Designation: