



REQUEST FOR PROPOSAL [RFP]

FOR

**ENGAGEMENT OF CERT-IN EMPANELED AUDITOR FOR CONDUCTING PRE-GO LIVE
ASSESSMENTS FOR PERIOD OF ONE YEAR IN CANARA BANK**

**Issued by: Canara Bank,
Centralized Procurement & Vendor Management Wing,
1st Floor, Naveen Complex,
14, MG Road, Bengaluru -560 001
Phone No: 080- 25584181
Email Id: dittenders@canarabank.com**

SECTION A - BID SCHEDULE & ABBREVIATIONS

1. BID SCHEDULE

Sl. No.	Description	Details
1.	RFP No. and Date	GEM/2024/B/5647828 dated 26/11/2024
2.	Name of the Wing	Centralized Procurement & Vendor Management Wing
3.	Brief Description of the RFP	Engagement of Cert-In Empaneled Auditor for Conducting Pre-Go Live Assessments for period of One Year in 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, Naveen Complex, 14 MG Road, Bengaluru - 560 001 Tel - 080-25550127 Email: dittenders@canarabank.com
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 required physical documents such as EMD Bank Guarantee, DD, Integrity Pact, etc., should be submitted at below mentioned address before due date/time: Canara Bank, First Floor, Centralized Procurement & Vendor Management Wing, HO (Annexe), Naveen Complex, 14 M G Road, Bengaluru 560001.
9.	Date, Time & Venue for opening of Technical Proposals.	Bid Opening Date/Time as per RFP Document. Bid will be opened online in GeM portal.
10.	Date, Time & Venue for opening of Commercial Proposals	Will be intimated at a later date.

11.	Pre-bid Meeting Date & Time	<p>1. Pre-bid meeting will be held on the date and time mentioned in the RFP Document.</p> <p>Venue: Prebid meeting will be held Online and participants are requested to attend the meeting Online.</p> <p>Those who are interested in participating the Prebid meeting should share the participant details to dittenders@canarabank.com.</p> <p>Upon perusal of the same, the link / meeting id will be shared to the participant to participate in the virtual meeting.</p> <p>2. Pre bid queries should be submitted as per format available in clause 1.1 of Section D.</p> <p>3. Pre-bid Queries should be sent to E-mail dittenders@canarabank.com and must reach us on or before 02/12/2024, Monday at 5.00 PM. Subject of the email should be given as “Pre Bid Queries for GEM/2024/B/5647828 dated 26/11/2024”. 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 https://canarabank.com/tenders.aspx & https://gem.gov.in/.</p> <p>Any Amendments, Modifications, Pre Bid Replies, Clarifications & any communication etc. will be uploaded in the Bank’s website (i.e. https://canarabank.com/tenders.aspx & https://gem.gov.in/). No individual communication will be sent to the individual Bidders.</p>	

2. Abbreviations used in this Document:

1.	API	Application Programming Software
2.	BG	Bank Guarantee
3.	BOM	Bill of Material
4.	CSRF	Cross-site Request Forgery
5.	CVSS	Common Vulnerability Scoring System
6.	DD	Demand Draft
7.	DDOS	Distributed Denial of Service
8.	DOS	Denial of Service
9.	DTD	Document Type Definition
10.	EMD	Earnest Money Deposit
11.	EOS	End of Service
12.	GST	Goods and Service Tax
13.	HO	Head Office
14.	ICT	Information & Communication Technology
15.	IT	Information Technology
16.	JWT	JSON Web Token
17.	LD	Liquidated Damage
18.	MASVS	Mobile Application Security Verification Standard
19.	MSE	Micro and Small Enterprises
20.	MSME	Micro Small & Medium Enterprises
21.	NI Act	Negotiable Instruments Act
22.	OEM	Original Equipment Manufacturer
23.	OSD	Original Solution Developer
24.	OWASP	Open Worldwide Application Security Project
25.	PBG	Performance Bank Guarantee
26.	PO	Purchase Order
27.	RFP	Request For Proposal [Interalia the term 'Tender' is also used]
28.	RTGS	Real Time Gross Settlement
29.	SLA	Service Level Agreement
30.	SNMP	Simple Network Management Protocol
31.	SP	Service Provider
32.	SQL	Structured query language
33.	TCO	Total Cost of Ownership
34.	UDIN	Unique Document Identification Number
35.	VAPT	Vulnerability Assessment and Penetration Testing
36.	WAF	Web Application Firewall
37.	XFS	Cross Frame Scripting
38.	XSS	Cross site Scripting

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 and Vendor Management Wing is located at Naveen Complex, No.14, M G Road, Bengaluru-560001.
- 1.2. The Bank is having pan India presence of more than 9649 branches, 26 Circle offices and 177 Regional Offices situated across the States. The Bank also has offices abroad in London, Dubai and New York.
- 1.3. The Bank is a forerunner in implementation of IT related products, services, and continuously making efforts to provide the state of art technological products to its customers.

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 "Engagement of Cert-In Empaneled Auditor for Conducting Pre-Go Live Assessments for Period of One Year" in Canara Bank.
- 2.4. The eligible vendor submitting the proposal in response to this RFP shall hereinafter be referred to as 'Bidder'.
- 2.5. 'Services' means "Engagement of Cert-In Empaneled Auditor for Conducting Pre-Go Live Assessments for Period of One Year".
- 2.6. 'Proposal' means the response (including all necessary documents) submitted by the eligible Bidder in response to this RFP.
- 2.7. 'Contract' means the agreement signed by successful Bidder and the Bank at the conclusion of bidding process, wherever required.
- 2.8. 'Contract Price or TCO or Total Cost of Ownership' means value of the total Purchase Order including GST/ GeM Sanction order issued by the Bank.
- 2.9. 'Successful Bidder'/ 'Selected Bidder'/ 'L1 Bidder/ 'L1 Auditor' means the Bidder who is found to be the lowest quoted Bidder after conclusion of the bidding process, subject to compliance to all the Terms and Conditions of the RFP, etc.

3. About RFP

- 3.1. The Bank intends to Engage Cert-In Empaneled Auditor for Conducting Pre-Go Live Assessments for Period of One Year as per the Terms & Conditions, Technical Requirements and Scope of Work described elsewhere in this document.
- 3.2. The RFP document is not a recommendation or invitation to enter the contract, agreement or any other arrangement in respect of the services/solution/product, unless a purchase order or notification of award is published by Canara Bank if any, as an end result of this RFP process. The provision of the solution/product is subject to compliance to selection process and appropriate documentation being agreed between the Bank and selected Bidder as identified by the Bank after completion of the selection process.

4. Objective

- 4.1. Canara Bank invites bids from the reputed bidders to conduct the Pre-Go Live assessments for a period of one year.
- 4.2. Canara Bank invites bids from reputed Bidders to submit their response who fulfills the Pre-Qualification Criteria as per Annexure-2.
- 4.3. The Bidders satisfying the Qualification Criteria as per the RFP and having experience in conducting Pre-Go Live Assessments as per the Terms & Conditions, Technical Requirements and Scope of Work described elsewhere in this document.

5. Requirement Details

Bank invites Proposal/offers in GeM Portal from auditors for conducting Pre-Go Live Assessments for the period of one year in Canara Bank as per the Terms & Conditions, Technical Requirements and Scope of Work described elsewhere in this document. This tender consists of requirement as given below:

Sl. No.	Item details	Item count
1.	Engagement of auditor for conducting Pre-Go Live Assessments for the period of one year in Canara Bank.	240*

* Bank at its discretion may increase or decrease by 10% of the no. of Item Count during the contract period.

6. Participation methodology:

In this RFP only Cert-In Empaneled Auditors can participate. Bids other than Cert-In Empaneled Auditors will be not be considered by the Bank. Documents proving the empanelment to be submitted by the participating bidders.

7. Pre-Qualification Criteria

- 7.1. Bidder's meeting the Pre-Qualification Criteria as mentioned in Annexure-2 of this RFP may respond.
- 7.2. Non-compliance to any of Pre-Qualification Criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for

each of the points for Qualification Criteria evaluation. The proof provided must be in line with the details mentioned in “Documents to be submitted for Pre-Qualification Criteria Compliance”. Any credential detail mentioned in “Pre-Qualification Criteria Compliance” not accompanied by relevant proof documents will not be considered for evaluation.

- 7.3. Canara Bank, reserves the right to verify/evaluate the claims made by the Bidder independently and seek further documents without any limitation for evaluating the offer. Any deliberate misrepresentation will entail rejection of the offer.

8. Scope of Work

- 8.1. The Broad Scope of work shall include but not be limited as mentioned in **Annexure-9**. Bidder has to confirm compliance to the Scope of Work as mentioned in **Annexure-9**. The Bidders are required to go through the complete RFP document thoroughly. The obligation/ responsibilities mentioned elsewhere in the document, if any, shall be the integral part of the scope.
- 8.2. Bank reserves the right to modify the scope due to change in regulatory instructions, market scenario and internal requirement within the overall objective for conducting Pre-Go Live Assessments.
- 8.3. During the course of the project, there might be related areas which Bank would like the selected Bidder to undertake which may not have envisaged earlier.
- 8.4. The auditor should have pool of at least five (05) professionals, to deploy on site, in case if required for conducting the assessment, with relevant qualifications and having a minimum of 5 years of experience in conducting the similar kind of assessment.
- 8.5. **Method to be followed:** Conduct Pre-Go Live Assessments in Canara Bank as per Scope of Work, evaluate and submit preliminary reports on findings and submission of final report and any work defined elsewhere in the RFP document.

8.6. Project Completion and Management

- 8.6.1. For smooth completion of project, the selected bidder should identify one or two of its representatives at Bengaluru as a single point of contact for the Bank.
- 8.6.2. Project implementation team should be conversant with all rules and conditions to resolve the issues, if any.

9. Eligibility Criteria

- 9.1. Interested Bidders, who can conduct Pre-Go-Live Assessments for the period of one year in Canara Bank and meet the Pre-Qualification Criteria as per Annexure-2, may respond.
- 9.2. Canara Bank, reserves the right to verify/evaluate the claims made by the bidder independently. Any deliberate misrepresentation will entail rejection of the offer.

10. Technical / Functional Requirements

The Auditor shall comply with the Scope, Technical & Functional Requirements narrated in **Annexure-9** and adhere to the guidelines issued by RBI and other Regulatory bodies related to conducting Pre-Go-Live Assessments. The Auditor should also maintain confidentiality of information shared with them during the tenure of the project.

SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS

1. Project Timelines

- 1.1 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 deem to have been accepted by the vendor.
- 1.2 The entire activity for the Pre-Go-Live Assessments for the year have to be completed within the specified timelines. Entire services have to be provided by the selected Bidder as per RFP term and condition. Risk categorization of the observation needs to be done as Critical, High, Medium and Low. Re-assessment needs to be conducted for all the observations.
- 1.3 The entire Assessment is to be completed within the stipulated timelines as per the Assessment intimation given by the Bank. Assessment may be extended if any Bank dependency arises.
- 1.4 The entire scope is classified in phases with timelines for each phase defined in the tables below:

Timelines for Conducting Pre-Go-Live Assessments.

Source Code Audit:

Phases	Stage	Timeline
Phase 1	Initial Assessment	3 Days from the requested for testing (for each application)
Phase 2	Verification/Rescanning of Phase 1.	1 days from the requested for rescanning. (for each application)

Web Application Security Assessment/VAPT of Application:

Phases	Stage	Timeline
Phase 1	Initial Assessment	3 Days from the requested for testing. (for each application)
Phase 2	Verification/Rescanning of Phase 1	1 days from the requested for rescanning. (for each application)

Mobile Application Security Assessment/Mobile Application VAPT

Phases	Stage	Timeline
Phase 1	Initial Assessment	3 Days from the requested for testing. (for each application)
Phase 2	Verification/Rescanning of Phase 1	1 days from the requested for rescanning. (for each application)

- 1.5 The selected Bidder should meet the deadlines for completion of the Scope of Work as per RFP terms and conditions.
- 1.6 Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.

- 1.7 Any extension/modification of the completion date due to unforeseen delays shall be by mutual consent.
- 1.8 If the Auditor fails to complete the assignment as per the time frame prescribed in the RFP, and the extensions if any allowed, it will be breach of contract. The Bank reserves its right to cancel the order in the event of delay and invoke the performance security.
- 1.9 Auditor must provide professional, objective and impartial advice at all times and hold the Bank's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- 1.10 Bank shall reserve the right to change the timelines in order to comply with regulatory guidelines without any additional cost.
- 1.11 Vendor has to work according to Bank working days or as and when required.

2. Integration & Interfaces

- 2.1 The selected bidder has to work with different application vendor in order to Assess the items during the contract period.
- 2.2 The selected bidder has to work with different teams of Bank & application OEM to understand the policies, requirement and configurations of respective applications for the offered Assessment.

3. Payment Terms

3.1. Payment schedule for Conducting Pre-Go-Live Assessments on successful Assessment of Domains in each Phase:

Phase	Payment Stage	% of Payment to be released
Phase 1	Initial Assessment	70% on completion of Phase 1.
Phase 2	Verification/Rescanning of Phase 1	30% on completion of Phase 2.

3.2. With respect to the above tables mentioned payment stages are defined as below:

3.2.1. Initial Report: Initial findings of the assessment as per scope which will shared with the bank and discussed for spot rectification, if any. Vendor to provide recommendations to close the observations in coordination with Bank's Team.

3.2.2. Main Report: Final report with approval of the bank after discussing draft report.

3.3. No special pay, allowance or freight expenses will be paid by the Bank except fees to the Auditor. The Auditor shall bear all the expenses.

- 3.4. No additional expenses, whatsoever, would be paid over and above than that prescribed above (except otherwise agreed by the Bank). The bills will be submitted to the Bank and payment thereof shall be made directly to the corporate account of the Auditor.
- 3.5. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Auditor alone.
- 3.6. Bank will release the payment on completion of activity and on production of relevant documents/invoices. Please note that Originals of invoices (plus One Copy) reflecting GST, GSTIN, State Code, HSN Code, State Name, Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office should be submitted while claiming payment in respect of orders placed.
- 3.7. The Successful bidder has to submit documentary proof for completion of activities for each milestone as defined in Payment Stage in clauses 3.1 duly signed by the Bank officials in originals while claiming payment.
- 3.8. The Bank shall finalize the Sign-off and Acceptance format mutually agreed by the bidder. The bidder shall strictly follow the mutually agreed format and submit the same while claiming payment.
- 3.9. Bank will not pay any amount in advance.
- 3.10. Payment should be made quarterly basis for all the assessments done in previous quarter.
- 3.11. Payment shall be released within 30 days from submission of relevant documents as per RFP terms.
- 3.12. The payments will be released through NEFT / RTGS after deducting the applicable LD/Penalty, TDS if any, by Head Office at Bengaluru and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.

4. Penalties & Liquidated damages

- 4.1. If the assigned Assessment is not completed within the Phase wise timelines mentioned as per clause no.1.4 of this section, then for each asset assessment per phases Bank will impose penalty @ 0.50% per week delay and part thereof on the total cost of per asset assessment as per Table A of Annexure 15 (Bill of Material) of the Assessment for each phase. However, the total Penalty/LD to be recovered shall be restricted to 10% of total cost of the Table A of Annexure 15 (Bill of Material).
- 4.2. **Penalties/Liquidated Damages for non-performance:** If the selected bidder does not meet the specifications/terms of the RFP during various tests/stages, the selected bidder shall rectify the same at bidders cost to comply with the specifications/terms of the RFP immediately to ensure the committed uptime/terms, failing which the Bank reserves its right to withhold the payment, impose penalty and invoke the Bank Guarantee/ nullify the contract.
- 4.3. The selected bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.

- 4.4. If any act or failure by the selected bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- 4.5. 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.
- 4.6. 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.
- 4.7. Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions attributable to the staff of the selected bidder.
- 4.8. The liquidated damages shall be deducted/ recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Performance Security or otherwise from the 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 were provided for under the contract.
- 4.9. All the above LDs are independent of each other and are applicable separately and concurrently.
- 4.10. LD is not applicable for the reasons attributable to the Bank and Force Majeure. However, it is the responsibility/onus of the bidder to prove that the delay is attributed to the Bank and Force Majeure. The bidder shall submit the proof authenticated by the bidder and bank's official that the delay is attributed to the Bank and Force Majeure at the time of requesting payment.

5. Scope involved during Contract period

- 5.1. The Broad Scope of work shall include but not be limited as mentioned in Annexure-9. Bidder has to confirm compliance to the Scope of Work as mentioned in Annexure-9. 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.
- 5.2. During the course of the project, there might be related areas which Bank would like the selected Bidder to undertake which may not have envisaged earlier. Bank reserves the right to pause the work at any point of time and use the services for partial delivery of select modules of the Solution.

6. Security

- 6.1. The selected bidder has to use standard procedures like hardening, dedicated configuration in order to comply security standards including cyber security.

- 6.2. The selected bidder will ensure the software delivered is in conformity with security standards and is without any security vulnerability.
- 6.3. The selected bidder should take adequate security measures to ensure confidentiality, integrity and availability of the information.
- 6.4. The selected bidder is liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT/ Information Security / Cyber Security Policy.
- 6.5. The selected bidder will have to establish all the necessary procedures/infrastructure/technology /personnel to ensure the Information System Security as per the guidelines prescribed by RBI and the policies of the Bank.

7. Documents, Standard Operating Procedures and Manuals

- 7.1. All related documents, manuals, Standard Operating Procedures (SOPs), best practice documents and information furnished by the Bidder shall become the property of the Bank.
- 7.2. Provide comprehensive documentation of the application including but not limited to, the application architecture, description of the interfaces, the data model, database table structure, data flow diagrams, complete description of the data elements (metadata), user manual for all stakeholders (marketing team, operations teams) with step-by-step process and workflow with screenshots and any such requirements of the bank

8. Defect Liability

In case any of the services delivered under the Contract are found to be defective as to material and workmanship and / or not in accordance with the requirement, and/or do not achieve the guaranteed performance as specified herein, within the warranty period of the contract, the selected Bidder shall forthwith replace/make good such defective supplies at no extra cost to the bank without prejudice to other remedies as may be available to the bank as per RFP terms.

9. Software, Drivers and Manuals

The selected bidder shall supply along with each item all the related documents, Software Licenses loaded in the Hardware items without any additional cost. The documents shall be in English. These will include but not restricted to User Manual, Operation Manual, Other Software and Drivers etc.

10. Subcontracting

- 10.1. 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.
- 10.2. 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.

- 10.3. 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.
- 10.4. 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.
- 10.5. 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.

11. Right to Audit

- 11.1. The selected Bidder (Service Provider) has to get itself annually audited by internal/Comprehensive empaneled Auditors appointed by the Bank/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/such auditors in the areas of products (IT hardware/software) and services etc., provided to the Bank and the Service Provider is required to submit such certification by such Auditors to the Bank. The Service Provider and or his/their outsourced agents/subcontractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.
- 11.2. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- 11.3. The Service Provider shall, whenever required by the Bank, furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/or retain for any relevant material information/reports including auditor review reports undertaken by the service provider (e.g., financial, internal control and security reviews) and findings made on Selected Bidder in conjunction with the services provided to the Bank.

SECTION D - BID PROCESS

1. Clarification to RFP and Pre-Bid Queries

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

Sl. No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ 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 (Annexe), #14, Naveen Complex, MG Road, Bengaluru - 560001 in email to dittenders@canarabank.com by the intending Bidders as per the bid schedule.

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

1.4. No oral or individual consultation will be entertained.

2. Pre-Bid meeting

2.1. A pre-bid meeting of the intending Bidders will be held 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) 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 two (02) parts:

- 4.1. **Part A - Technical Proposal**: Indicating the response to the Pre-Qualification Criteria, Scope of Work and other terms & conditions for the RFP.
- 4.2. **Part B - Commercial Bid**: Furnishing all relevant information as required as per Bill of Material as per Annexure-15.

5. Preparation of Bids

5.1. **Part A-Technical 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 Proposal should be submitted as per the format in **Appendix-A**. Relevant technical details and documentation should be provided along with Technical Proposal.
- 5.1.3. It is mandatory to provide the compliance to Scope of Work in the exact format of Annexure-9.
- 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. If any part of the technical/functional requirements offered by the bidder is different from the technical/functional requirements sought in the RFP, the bidder has to substantiate the same in detail the reason of their quoting a different technical/ functional requirement than what is sought for, like better feature or non-availability/ feasibility of the technical/functional requirements quoted by Bank, invariably to process the technical offer.
- 5.1.6. The Bank shall not allow / permit changes in the technical/functional requirements once it is submitted.
- 5.1.7. The relevant solution information, brand, and solution offered, printed product brochure, technical/functional specification sheets etc. should be submitted along with the Offer. Failure to submit this information along with the offer may result in disqualification.
- 5.1.8. The Technical 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. Technical Proposal should be complete and should cover all products and services. Technical Proposal without masked Bill of Materials will be liable for rejection.
- 5.1.9. Masked Bill of Material which is not as per below instruction will make Bid liable for rejection:
- 5.1.9.1. Should be replica of Bill of Material except that it should not contain any price information (with Prices masked).
- 5.1.9.2. 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 Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal and Commercial Bid, except that the Technical Proposal should not contain any price information (with Prices masked). Any change in the Bill of Material format may render the bid liable for rejection.
- 5.2.4. Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.

- 5.2.5. Any change in the Bill of Material format may render the bid liable for rejection. The Commercial Bids that are incomplete or conditional are liable to be rejected.
- 5.2.6. The bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank.
- 5.2.7. The Commercial Bid(indicative) (Part-B) of only those bidders who are qualified in Technical Proposal (Part-A) will be opened online.

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 favor 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 bid offer validity with additional claim period of 3 months from the last date for submission of offer. Bank at its discretion can demand for extension for the validity of EMD. The format for submission of EMD in the form of Bank Guarantee is as per Appendix-D.
- 6.3. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favor 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
Narration : EMD FOR <RFP REF NO.>

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 Proposal leads to rejection of Bid.
- 6.6. The EMD of the Bidders not qualified under Technical Proposal will be returned within 15 days after opening the Commercial Proposals of the Bidders qualified under Technical Proposal. The EMD of Technically Qualified Bidders except the selected Bidder will be returned within 30 days after opening the Commercial Proposals of the Bidders qualified under Technical Proposal. The EMD of the selected Bidder will be returned within 15 days after submission of Performance Security.
- 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. Software Version

The Bidder should ensure usage of latest licensed software with proper update/patches and their subcomponents as has been sought in the technical/functional requirements. The Offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of Software Version of the items offered. Please note that substituting required information by just software name is not enough. Bidder should not quote Software which is already End of Sale. Bidder also should not quote Software which are impending End of Sale.

8. Documentation

Technical information in the form of Brochures / Manuals / CD etc. of the most current and updated version available in English must be submitted in support of the Technical Offer made without any additional charges to the bank. The Bank is at liberty to reproduce all the documents and printed materials furnished by the Bidder in relation to the RFP for its own use.

9. Costs & Currency

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

10. 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.

11. 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.

12. Submission of Bids

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

First Official	Alternate Official
Senior Manager Canara Bank Centralized Procurement & Vendor Management Wing, First Floor, Naveen Complex, 14 M G Road, Bengaluru - 560 001. Tel - 080 25550127	Deputy General Manager Canara Bank Centralized Procurement & Vendor Management Wing, First Floor, Naveen Complex, 14 M G Road, Bengaluru - 560 001. Tel - 080 25590832

12.2. 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.

13. Bid Opening

- 13.1. The **Technical Proposal** shall be opened online, on the Date & Time specified in the GeM Bid Schedule.
- 13.2. 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 opened on the next working.
- 13.3. The **Technical Proposal** submitted by the bidder will be evaluated based on the documents submitted as per Appendix-A.
- 13.4. The Commercial Bid of only those bidders who are qualified in **Technical Proposal** will be opened for further evaluation.

SECTION E - SELECTION OF BIDDER

1. Preliminary Scrutiny

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

2. Clarification of Offers

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

3. Evaluation of Bids

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

3.2. Part A - Technical Proposal:

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

3.2.4. 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 of only those bidders who qualified in **Part A - Technical Proposal** will be opened by the Bank. The **Part B - Commercial Bid** submitted by the bidder will be evaluated based on Bill of material submitted by the Bidder.

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 Bidder, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

5. Intimation to Qualified/Successful Bidder:

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

6. Selection of successful Bidder

6.1. The bidder/s who quotes the lowest price (L1) after the reverse auction will be referred as the successful bidder/ bidders and will be notified through the GeM portal. No separate intimation will be sent to the bidder in this regard.

- 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 after the reverse auction will be referred as the selected bidder/ successful bidder.

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. Under no circumstance, the format can be changed, altered or modified. Bidder must provide categorical and factual replies to specific questions. Bidder may provide additional technical literature relating to their proposal but in a separate Annexure. Correct and current technical details must be completely filled in. The Appendices/Annexures to this RFP shall form integral part of the RFP.

3. Acceptance of Offer

3.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.

3.2. The Bank will not be obliged to meet and have discussions with any Bidder and/or to entertain any representations in this regard.

3.3. The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender the RFP with or without modifications. Bank shall not be obliged to inform the affected Bidder (s) of the grounds for the Bank's rejection.

3.4. The Bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

4. Award of Contract

4.1. The Bidder who is L1 after the reverse auction will be referred as the selected Bidder and Bank will notify the name of the selected Bidder /s in GeM portal.

4.2. The contract shall be awarded and the order shall be placed on selected Bidder. Bank may release the order either in Full or in part or place more than one order towards the contract based on project plan.

4.3. The selected Bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the selected Bidder.

- 4.4. In case of non-receipt of acceptance by the due date, the Purchase Order shall have deemed to have been accepted by the vendor.
- 4.5. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
- 4.6. The Shortlisted bidder/s will be required to provide the service to 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 entire project 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. The Bidder shall submit a Weekly progress report to the Bank as per format, which will be made available to the selected Bidder.

7. Fixed Price

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

8. Expenses

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

9. Performance Security

- 9.1. The successful bidder should submit a Security Deposit / Performance Bank Guarantee equivalent to 5% of the Total Cost of Ownership (TCO) value as specified in Bid Schedule within 30 days from the date of acceptance of the Purchase Order with the validity period of 12 months from the date of acceptance of order and shall be retained till the completion of Contract period. The guarantee should also contain an additional claim period of 2 months from the last date of validity.
- 9.2. If the Security Deposit /Performance Guarantee 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 total order value.

- 9.3. Security Deposit 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).
- 9.4. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favor 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.
- 9.5. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and contract period.
- 9.6. The security deposit / bank guarantee will be returned to the bidder on completion of Contract Period.
- 9.7. 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.

10. Execution of Agreement

- 10.1. Within 21 days from the date of acceptance of the Purchase Order/LOI, the selected Bidder shall sign a stamped "Agreement" with the Bank at Bengaluru as per the format provided by the Bank. Failure to execute the Agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected Bidder.
- 10.2. 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.
- 10.3. The Pre-Contract 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.

11. Pricing & Payments

- 11.1. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract period.
- 11.2. 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

12. Order Cancellation/Termination of Contract

- 12.1. The Bank reserves its right to terminate this CONTRACT at any time without assigning any reasons, by giving a 30 days' notice.

- 12.2. 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:
- 12.2.1. Delay in delivery of services in the specified period.
 - 12.2.2. Serious discrepancies noted in the inspection.
 - 12.2.3. Breaches in the terms and conditions of the Order.
 - 12.2.4. Non submission of acceptance of order within 7 days of order.
 - 12.2.5. Excessive delay in execution of order placed by the Bank.
 - 12.2.6. The selected bidder commits a breach of any of the terms and conditions of the bid.
 - 12.2.7. The bidder goes in to liquidation voluntarily or otherwise.
 - 12.2.8. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
 - 12.2.9. The progress made by the selected bidder is found to be unsatisfactory.
 - 12.2.10. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
 - 12.2.11. If found blacklisted by any Govt. Department / PSU / other Banks / CERT-In, during the course of contracted period.
- 12.3. 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.
- 12.4. 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.
- 12.5. 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.
- 12.6. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the performance security given by the bidder towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

- 12.7. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Vendor/Service Provider towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.
- 12.8. 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.
- 12.9. 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.

SECTION G - GENERAL CONDITIONS

1. General Order Terms

Normally, the Order will be placed on the selected Bidder as per the details given in the bid document. But, if there is any change in name/address/constitution of the bidding Firm/Company at any time from the date of bid document, the same shall be informed by the Bidder to the Bank immediately. This shall be supported with necessary documentary proof or Court orders, if any. Further, if the bidding Firm/Company is undergoing any re-organization/ restructuring/ merger/ demerger and on account 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. Roles & responsibility during project implementation

- 2.1. All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning maintenance during contract period shall be provided by the selected Bidder at no extra cost to the Bank for completing the scope of work as per this RFP.
- 2.2. The selected Bidder shall take all steps to ensure safety of Bidder's and the Bank's personnel during execution of the contract and also be liable for any consequences due to omission or act of the selected Bidder or their sub-Bidders.
- 2.3. In case of any damage of Bank's property during execution of the work is attributable to the Bidder, Bidder has to replace the damaged property at his own cost.
- 2.4. The selected Bidder has to resubmit the Undertaking of Authenticity for the proposed Product as per Annexure-13 along with invoice.

3. Responsibilities of the selected bidder

- 3.1. The Selected Bidder has to inform change in the management of the company, if any, to the Bank within 30 days from the date of such change during the contract period.
- 3.2. 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.
- 3.3. The selected Bidder shall submit updated Escalation Matrix for the product/services on a Half-Yearly basis as at the end of 31st March and 30th September during contract period.

4. Human resource requirement

The selected bidder by executing the agreement shall be deemed to have unconditionally agreed as under:

- 4.1. The selected bidder shall provide a contingent of well-trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc. as part of the solution/service.

- 4.2. The selected bidder shall confirm that every person deployed by them on the project has been vetted through a third-party background check prior to their engagement. The selected bidder shall manage the activities of its personnel or others engaged in the project, etc. and shall be accountable for all the personnel deployed/engaged in the project.
- 4.3. In case the performance of the selected bidder/their CSP/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, the selected bidder shall have to replace the said person within the time limits stipulated by the Bank. Where the bidder fails to comply with the Bank's request, the Bank may replace the said person or their agents/employees on its own.
- 4.4. No right to employment in the Bank shall accrue or arise to the employees or agents of the selected bidder, by virtue of engagement of employees, agents, etc. of the selected bidder for any assignment under this project. It is further clarified that the arrangement herein with the selected bidder is a contract for service.
- 4.5. The selected bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for all critical activities.
- 4.6. The selected bidder has to submit following KYC documents of resources engaged:
 - 4.6.1. Resume latest (Candidate Photograph should be part of Resume only) and Print should be in color only.
 - 4.6.2. Address Proof (Local and Permanent)- Duly attested photocopy by candidate and bidder HR.
 - 4.6.3. Aadhaar Card - Duly attested photocopy by candidate and bidder HR.
 - 4.6.4. Passport - Duly attested photocopy by candidate and bidder HR.
 - 4.6.5. Background Police Verification report - Duly attested photocopy by candidate and bidder HR.
- 4.7. The selected bidder shall extend all of the outsourced banking and financial services by deploying such personal that have high integrity and meet the qualifications and other criteria stipulated by the Reserve Bank of India , Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time , as per the provisions of Minimum Wages Act 1948.

5. Protection of data:

- 5.1. Vendor/Service Provider warrants that at all times, when delivering the Deliverables and/or 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's failure to perform its responsibilities in the RFP/ Gem Bid/ PO/Agreement, 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 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.

- 5.2. Where the terms of the RFP/Gem Bid/PO/Agreement 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. If any data to be shared between the Bank and Vendor/Service provider for the purpose of the contract, the same shall be shared through secured channels in an encrypted manner. The Vendor/ Service Provider shall process the relevant data at _____ (furnish the location). If the Vendor/ Service Provider proposes any change in data processing location, the same shall be notified to the Bank before the change of location. Vendor/Service provider is required to adhere to RBI guidelines for storage of data in India as per regulatory requirements/instructions, 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. The data if any to be stored by the vendor shall be stored in an encrypted manner. Vendor/Service provider will be liable to bank for any event for security breach and leakage of data/information. No biometric data shall be stored/ collected in the system associated with the vendor, unless allowed under extant statutory guidelines. The vendor shall have a structured process in place for secured removal/disposal/destruction of data and the details of the same shall be provided to the Bank as and when required by the bank.
- 5.3. Data privacy and security of the customer's personal information shared by the Bank shall always be ensured by Vendor/Service Provider. The personal information of customers shall not be stored and processed by the vendor except certain basic minimal data (viz. name, address, contact details of the customer etc.) as required for the performance of its obligations under this Agreement. Vendor/Service Provider 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.
- 5.4. The Service provider shall ensure compliance with any modifications/changes in the applicable Law by Legislators and/or regulators during the currency of the contract and the contract shall be subject to the applicable law. If any modifications are required in existing applications/services due to change in the applicable Law by the Legislator and/or regulators, the Service provider shall make the necessary changes as per the instructions of the Bank. Payment terms for the modifications/changes necessitated due to change in applicable law shall be mutually agreed between the Bank and the Service provider. For this purpose "Applicable Law" means all the (a) applicable provisions of the constitution, treaties, statutes, laws (including the common law), codes, rules, regulations, ordinances, or orders of any Government Authority of India, Regulators; (b) orders, decisions, injunctions, judgments, awards, decrees, etc., of any Government Authority, Regulators including but not limited to rules, regulations, guidelines, circulars, Frequently Asked Questions (FAQs) and notifications issued by the RBI from time to time; and (c) applicable international treaties, conventions and protocols that become enforceable from time to time.

6. Responsibility for completeness

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

7. 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.

8. Assignment

- 8.1. 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.
- 8.2. 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.

9. General conditions to contract:

- 9.1. 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.
- 9.2. 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
- 9.3. The VENDOR/ SERVICE PROVIDER shall abide/comply with applicable guidelines issued by RBI on Outsourcing of IT services vide master direction note

no:RBI/2023-24/102 DoS.CO.CSITEG/SEC.1/31.01.015/2023-24 dated 10/04/2023 and its future amendments and communications.

- 9.4.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.
- 9.5.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.
- 9.6.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.
- 9.7.If any provision of Contract or the application thereof to any person or Party [BANK/ VENDOR/ SERVICE PROVIDER] is or becomes invalid or unenforceable or prohibited by law to any extent, this Contract shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the Contract shall be valid and binding as though such provision had not been included. Further, the Parties [BANK and VENDOR/ SERVICE PROVIDER] shall endeavor to replace such invalid, unenforceable or illegal provision by one that is valid, enforceable, and legal and achieve substantially the same economic effect as the provision sought to be replaced.
- 9.8.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.
- 9.9.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.
- 9.10.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.
- 9.11.The vendor/service provider shall comply with all applicable provisions of the Information Technology Act, 2000 and any amendments thereto. This includes adhering to regulations and standards set forth under the Act concerning data protection.
- 9.12.The Vendor/Service Provider shall be liable for any loss caused to the bank due to any willful negligence /malpractice by the Vendor/Service Provider or any of its officers, employees, agents or representatives which is found to be a causative factor for any fraud, in spite of liability under the relevant statute, civil and/ or criminal as the case may be, for any malicious acts, negligent acts, wrongful acts, fraudulent acts and/ or offline transactions committed (including those committed by any of its employees, agents and/or representatives) in the performance of the Services under this Agreement and shall not be deemed to be

acting on or behalf of the Bank in any manner whatsoever to the extent of such acts and/ or transactions.

9.13. Further Vendor/Service Provider the agrees that the guidelines issued by various regulators/government authorities/enforcement agencies etc. from time to time shall form part and parcel of this agreement and shall adhere to the same.

10. Indemnity

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

- 10.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by VENDOR/ SERVICE PROVIDER;
- 10.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by VENDOR/ SERVICE PROVIDER;
- 10.1.3. 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

10.2. VENDOR/ SERVICE PROVIDER shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Solution supplied by them.

- 10.2.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
- 10.2.2. The limits specified in below clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or confidential information, fraud or gross negligence or wilful misconduct 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.
- 10.2.3. All Employees engaged by VENDOR/ SERVICE PROVIDER shall be in sole employment of VENDOR/ SERVICE PROVIDER and the VENDOR/ SERVICE PROVIDER shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.

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

11. Conflict of interest:

11.1. BIDDER/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.

- 11.2. BIDDER/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.
- 11.3. BIDDER/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

12. Intellectual Property Rights

- 12.1. 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.
- 12.2. 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:
- 12.3. 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.

- 12.4. 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.

13. Confidentiality and Non-Disclosure

- 13.1. The vendor/service provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business / customer information, trade secrets and process of the Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the Bank and shall be considered to be confidential and proprietary information (“Confidential Information”), and shall not in any way disclose to anyone and the same shall be treated as the intellectual property of the Bank. The Service Provider shall ensure that the same is not used or permitted to be used in any manner incompatible inconsistent with that authorized procedure/practice by the Bank. The Confidential Information will be safeguarded, and the Service Provider will take all necessary action to protect it against misuse, loss, destruction, alteration, or deletion thereof. Any violation of the same will be liable for action under the law.
- 13.2. 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.
- 13.3. 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.
- 13.4. 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.
- 13.5. 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
- 13.6. The vendor/service provider may disclose only the following types of data to the bank's customers and/or third parties with prior written consent of the bank: financial data, sensitive personal data, and other information explicitly permitted by the bank. All disclosures must comply with applicable laws, RBI regulations and guidelines. Prior written consent from the bank is required for any other disclosures, and detailed records of all shared data must be maintained by the service provider and shall be provided to the bank as and when required by the bank.

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

14. Service Levels:

- 14.1. 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.
- 14.2. In relation to any undertaking and under any circumstances, the service provider shall exercise the degree of skill, diligence, prudence, and foresight that would reasonably be expected from a highly skilled and experienced professional engaged in the same type of undertaking under similar circumstances. Further the vendor/service provider shall identify and designate skilled personnel necessary for the operation of critical functions under this agreement. Such personnel shall be considered essential and must be available to work on-site during exigencies including but not limited to emergencies and pandemics. The service provider shall provide the bank with a list of these essential personnel and any associated backup arrangements and ensure their availability as required.
- 14.3. The service provider shall wherever applicable be obligated to establish and maintain suitable back-to-back contractual arrangements with the Original Equipment Manufacturers (OEMs) to ensure that all services, warranties, and obligations stipulated in this Agreement are fully supported and enforceable by the OEMs. These arrangements shall include, but are not limited to, the OEMs' commitment to provide necessary resources, technical support, replacement parts, and any other services required to fulfill the terms of this Agreement. The Service Provider must provide evidence of such arrangements upon request and shall ensure that these agreements are in place for the duration of this contract to guarantee seamless service delivery and compliance with all contractual obligations.
- 14.4. The vendor/service provider shall deliver the agreed-upon goods and services in accordance with this agreement with respect to quality and quantity, and shall be subject to regular monitoring and reporting.

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. Corrupt and Fraudulent Practices:

- 16.1. 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:

- 16.2. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- 16.3. 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.
- 16.4. 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.
- 16.5. 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.
- 16.6. 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.
- 16.7. 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.
- 16.8. The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for Solution/service by the Bank.

17. Responsibilities of the Bidder

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

- 17.1. 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.
- 17.2. The prices in the bid have not been disclosed and shall not be disclosed to any other Bidder of this RFP.
- 17.3. No attempt by the Bidder to induce any other Bidder to submit or not to submit a bid for restricting competition has occurred.

- 17.4. 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.
- 17.5. 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 software and hardware to be supplied in response to this RFP shall meet the requirement of the solution 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.
- 17.6. The selected Bidder should abide by guidelines issued by RBI Master Direction on Outsourcing of IT Services.
- 17.7. The selected Bidder should also abide by the provisions of Digital Data Protection Bill.

18. Training and Handholding

- 18.1. 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:
- 18.2. Entire back-up History but not limited to archive policies, retention policies, restore policies, schedules, target storage, backup history.
- 18.3. Change Request Logs
- 18.4. Assisting the new Service Provider/Bank with the complete audit of the system including licenses and physical assets
- 18.5. Detailed walk-throughs and demos for the solution
- 18.6. During the exit management period, the Vendor/Service Provider shall use its best efforts to deliver the services.
- 18.7. 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.
- 18.8. During Reverse Transition Bank will not pay any additional cost to the Vendor/Service Provider for doing reverse transition.

19. Adoption of Integrity Pact

- 19.1. The Pact essentially envisages an agreement between the prospective Bidder and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.
- 19.2. Only those Bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- 19.3. The Bidders shall submit signed Pre-Contract integrity pact as per **Appendix-F** along with Technical Proposal. Those Bids which are not containing the above are liable for rejection.
- 19.4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidder to disclose their foreign principles or associates.
- 19.5. Bidder 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.
- 19.6. 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.
- 19.7. 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.
- 19.8. 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.
- 19.9. Integrity pact shall be signed by the person who is authorized to sign the Bid.
- 19.10. The Name and Contact details of the Independent Comprehensive Monitor (IEM) nominated by the Bank are as under:

Smt. Dolly Chakrabarty Email: dollychakrabarty@gmail.com	Sri. Hem Kumar Pande Email: hempande@nic.in
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20. 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.

21. Amendments to Agreement:

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.

22. Force Majeure

- 22.1. 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.
- 22.2. 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.
- 22.3. 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.
- 22.4. 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.

23. 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.

24. Legal Disputes and Jurisdiction of the court

- 24.1. 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.

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

25. Inspection of Records

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

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. Hiring of Bank Staff or Ex-Staff:

The BIDDER/VENDOR/ SERVICE PROVIDER or subcontractor(s) shall not hire any of the existing/ ex/retired employee of the Bank during the contract period or after the closure/termination of contract even if existing/ ex/retired employee actively seek employment from the 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.

29. Adherence to Banks IS Security/Cyber Security Policies:

- 29.1. BIDDER/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.
- 29.2. In case of any security incident including but not limited to data breaches, denial of service, service unavailability, etc., the Bidder/vendor/Service Provider shall immediately report such incident to the Bank.

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 banks 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.

31. Exit Management Plan

- 31.1. Vendor/Service Provider shall submit a structured & detailed Exit Management plan along with Training and Knowledge transfer for its exit initiated by the Bank.
- 31.2. 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.
- 31.3. 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.
- 31.3.1. 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.
- 31.3.2. 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.
- 31.3.3. 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.

- 31.4. 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. This transition process shall be managed to ensure minimal disruption to the bank's operations and continuity of services.
- 31.5. 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.
- 31.6. The transition & exit management period will start minimum six (6) months before the expiration of the contract or as decided by Canara Bank.
- 31.7. 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.
- 31.8. 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.
- 31.9. 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.
- 31.10. Vendor/Service Provider needs to comply with Banks requirements and any statutory or regulatory guidelines during the reverse transition period.
- 31.11. The vendor/service provider shall fully cooperate with relevant authorities in the event of the bank's insolvency or resolution, including providing necessary information and support as required to facilitate the orderly transition and resolution process, ensuring minimal disruption to services and compliance with regulatory requirements.

SECTION H- PURCHASE PREFERENCE

Purchase Preference to Micro and Small Enterprises (MSEs), Start-ups, Women, SC/ST 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. The terms and conditions applicable as per the Government of India Guidelines on Purchase Preference.

1. Micro & Small Enterprises [MSEs]:

- 1.1. From time to time, the Government of India (Procuring Entity) lays down procurement policies to help inclusive national economic growth by providing long-term support to micro, small and medium enterprises and disadvantaged sections of society . The Procurement Policy for Micro and Small Enterprises, 2012 [amended 2018 and 2021] has been notified by the Government in exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006. Details of the policy along with the amendments issued in 2018 and 2021 are available on the MSME website.
- 1.2. Under the amended Public Procurement Policy for MSEs, Order 2012, the Central Government Ministries/ Departments/ Public Sector Undertakings shall procure a minimum of 25 per cent of their annual value of goods or services from MSEs. (In accordance with General Financial Rules, 2017, Rule 153-(ii)).
- 1.3. Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy. MSEs would be treated as owned by SC/ ST or Women entrepreneurs:
 - 1.3.1. In the case of proprietary MSE, proprietor(s) are SC /ST or Woman;
 - 1.3.2. In the case of partnership MSE, the SC/ ST or Women partners hold at least 51% (fifty-one per cent) shares in the unit;
 - 1.3.3. In the case of Private Limited Companies, SC/ ST or Women promoters hold at least 51% (fifty-one per cent) share.
- 1.4. It is mandatory to disclose the status as SC/ST/Women for in Udyam Registration.
- 1.5. The Policy is applicable to all the Central Government Ministries/ Departments/ CPSUs. However, the policy is not applicable to State Government Ministries/ Departments/ PSUs.
- 1.6. 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:
 - 1.6.1. District Industries Centres or
 - 1.6.2. Khadi Village Industries Commission or
 - 1.6.3. Khadi & Village Industries Board or
 - 1.6.4. Coir Board or National Small Industries Corporation or
 - 1.6.5. Directorate of Handicrafts & Handloom or
 - 1.6.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
 - 1.6.7. Udyam Registration Certificate
- 1.7. MSEs are exempted from paying EMD, subject to furnishing of Valid certificate for claiming Exemption.

- 1.8. 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.
- 1.9. 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.
- 1.10. The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.
- 1.11. 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) 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. Relaxation to Start-ups: As per manual of procurement, the Procuring Entity reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises recognized by Department for Industry & Internal Trade (DPIIT), subject to meeting of quality & technical specifications. Start-ups may be MSMEs or otherwise. The decision of the Procuring Entity in this regard shall be final
- 2.4. Start-ups are exempted from submission of EMDs.
- 2.5. For availing the relaxations, Bidder is required to submit requisite certificate towards Start-up 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.
- 2.6. 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, meet the minimum local content as prescribed for ‘Class-I local supplier’ under the Public Procurement (Preference to Make in India), Order 2017.
- 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 the Public Procurement (Preference to Make in India), Order 2017.
- 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 the Public Procurement (Preference to Make in India), Order 2017.
- 3.5. The ‘local content’ requirement to categorize a supplier as ‘Class I Local Supplier’ is minimum 50%. For ‘Class-II Local supplier’ the ‘local content’ requirement is minimum 20%.
- 3.6. The margin of Purchase preference shall be 20%.
- 3.7. Purchase preference for local supplier, self-certification, compliance, monitoring and other terms & conditions shall be as per the aforesaid Guidelines/Notifications. The Guidelines may be treated as an integral part of the RFP documents.
- 3.8. The ‘Class -I Local supplier’/’Class -II Local supplier’ at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for ‘Class -I Local supplier’/’Class-II Local supplier’ as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- 3.9. In cases of procurement for a value in excess of Rs.10 Crores, the ‘Class-I Local supplier’/’Class -II local supplier’ shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost account or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- 3.10. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules issued by the Ministry of Finance for which a Bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

3.11. All the relevant documents/information regarding claim for preferential treatment under this policy must be submitted along with offer by the tenderers. Post tender submission of these information/documents shall not be considered. Further firms seeking these considerations shall be completely responsible for the truthfulness and authenticity of their claim for these benefits.

3.12. The Bidders complying with all the guidelines in this regard and providing supporting documents along with the bid can only participate in this bid.

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

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

Reference No:

Date:

To,

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

Dear Sir,

SUB: RFP for Engagement of Cert-In Empaneled Auditor for Conducting Pre-Go Live Assessments for Period of One Year in Canara Bank

Ref: GEM/2024/B/5647828 dated 26/11/2024.

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 location.

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 favor of Canara Bank as EMD or Exemption certificate in lieu of EMD.

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

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

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

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

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

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

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

Date

Signature with seal

Name:

Designation:

Annexure-2
Pre-Qualification Criteria

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

SUB: RFP for Engagement of Cert-In Empaneled Auditor for Conducting Pre-Go Live Assessments for Period of One Year in Canara Bank

Ref: GEM/2024/B/5647828 dated 26/11/2024.

We have carefully gone through the contents of the above referred GeM bid replies to pre-bid queries and amendments, and furnish the following information relating to Technical Criteria.

Sl. No.	Criteria	Documents to be submitted for Compliance	Bidder's response and documents Submitted
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) as per Appendix-F.	
2.	The Bidder (including OEM and OSD/OSO, if any) should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 19/07/2024.	Certificate of local content to be submitted as per Annexure-5 as applicable.	
3.	The Net Worth of bidder should not be negative as on 31/03/2024 and also should have not been eroded more than 30% in the last three financial years ending on 31/03/2024.	The bidder should submit certificate from the Company's Chartered Accountant with UDIN to this effect.	
4.	The Company operating should be legally compliant company and can be: a. A partnership firm or a Limited Liability Partnership duly registered under the Limited Liability Partnership Act, 2008. (OR) b. Company duly registered in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013. (OR) c. Proprietorship firm duly registered under the applicable shops and commercial Establishments Act and should	Copy of Certificate of FIRM/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. (OR)	



Sl. No.	Criteria	Documents to be submitted for Compliance	Bidder's response and documents Submitted
	be compliant to all the applicable laws.	Copy of Certificate of registration under 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. For (c) Documentary proof for confirming registration of Proprietorship firm (e.g. Copy of Certificate of registration under shops and commercial Establishments Act., GST etc.)	
5.	The average annual financial turnover of 'The bidder' during the last three years, ending on 31/03/2024 should be Rs. 3.00 Crores from IT Security Services. 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 along with certificate from the Company's Chartered Accountant to this effect with Unique Document Identification Number.	
6.	The Bidder should be CERT-IN empaneled security Auditor as on date of RFP bid submission with at-least 5 years (i.e., 2019-20, 2020-21, 2021-22 and 2022-23, 2023-24) continuous empanelment by CERT-IN without any de-empanelment.	Copy of Empaneled Information Security Audit Organizations by CERT-IN containing the name of bidder.	
7.	If not a group of company, Bidder Company shall not be owned or controlled by any Director, or Key managerial personnel of the Canara Bank or their relatives.	Letter of Undertaking in company's letter head.	
8.	The bidder should provide confirmation that any person/ Partnership/ LLP/ Company including any subsidiary or holding company/ proprietorship connected to bidder directly or indirectly has not participated in the bid process.	The bidder should submit letter of confirmation on the Company's letter head to this effect.	



Sl. No.	Criteria	Documents to be submitted for Compliance	Bidder's response and documents Submitted
9.	The Bidder should have provided same Category of Assessment(s) in the last three financial years before the bid submission date to any Central / State Govt Organization / PSU / Public Listed Company/BFSI sector in India.	The bidder has to provide relevant purchase order/work order / engagement letter along with satisfactory project completion certificate/ Reference letter from the Concerned Organization.	
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 bid for this GeM bid.	A self-declaration letter by the bidder on the Company's letter head should be submitted.	
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 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.	A declaration stating "We have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from such a country, has been registered with Competent Authority. We hereby certify that we and our OEM fulfills all requirements in this regard and are eligible to be considered" to be submitted in Company's letter head. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]	



Sl. No.	Criteria	Documents to be submitted for Compliance	Bidder's response and documents Submitted
12.	Authorization Certificate - Whether the Bid is authenticated by authorized person.	Bidder to submit a copy of the Board Resolution and Power of Attorney and KYC documents evidencing the authority delegated to the authorized signatory.	
13.	The bidder should not be a vendor/supplier for Software and Hardware components of the Bank	Self-declaration on Letterhead to be submitted for the same.	

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.

Date:

Signature with seal

Name :

Designation :

Annexure-3

Bidder's Profile

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

SUB: RFP for Engagement of Cert-In Empaneled Auditor for Conducting Pre-Go Live Assessments for Period of One Year in Canara Bank

Ref: GEM/2024/B/5647828 dated 26/11/2024.

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)	Whether in technical collaboration with Foreign Company? If so give details	
8)	Number of Years in the Business	
9)	Number of years of experience in Handling large projects for Banks.	
10)	Address for Correspondence: Registered Office: Corporate Office:	
11)	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)	

12)	Domestic Customer Base (Number of Clients where Audit Service have been provided in India)	
13)	<u>Details of Service Net Work</u> Bengaluru: Mumbai:	
14)	PAN number GSTIN <u>Beneficiary Bank Details</u> Beneficiary Name Beneficiary Account Number Type of Account (OD/OCC etc.) IFSC Name of the Bank and Branch address	

Wherever applicable submit documentary evidence to facilitate verification.

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

Date:
Place:

Signature with seal:
Name:
Designation :

Annexure-4
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,
CP & VM Wing,
Head Office (Annexe), Naveen Complex,
14 M G Road, Bangalore-560001.

SUB: RFP for Engagement of Cert-In Empaneled Auditor for Conducting Pre-Go Live Assessments for Period of One Year in Canara Bank

Ref: GEM/2024/B/5647828 dated 26/11/2024.

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 Authorized Signatory]
Name:
Designation:
Seal:

Annexure-5
Make in India Certificate

Bidder's Reference No. _____

Date.....

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

SUB: RFP for Engagement of Cert-In Empaneled Auditor for Conducting Pre-Go Live Assessments for Period of One Year in Canara Bank

Ref: GEM/2024/B/5647828 dated 26/11/2024.

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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal

Annexure-6
Non-Disclosure Agreement
[On Firm's / Company's letter head]

SUB: RFP for Engagement of Cert-In Empaneled Auditor for Conducting Pre-Go Live Assessments for Period of One Year in Canara Bank

Ref: GEM/2024/B/5647828 dated 26/11/2024.

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-7

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

SUB: RFP for Engagement of Cert-In Empaneled Auditor for Conducting Pre-Go Live Assessments for Period of One Year in Canara Bank

Ref: GEM/2024/B/5647828 dated 26/11/2024.

Sl. No.	Name and complete Postal Address of the Customer	Name, Designation, Telephone, Fax, Telex Nos., e-mail address of the contact person (customer)	Nature and Description of the business during last 3 years	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-8
Office Details

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

SUB: RFP for Engagement of Cert-In Empaneled Auditor for Conducting Pre-Go Live Assessments for Period of One Year in Canara Bank

Ref: GEM/2024/B/5647828 dated 26/11/2024.

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

Date:
Place:

Signature with seal:
Name:
Designation :

Annexure-9

Scope of Work

(Should be submitted on Company's letter head with company seal and signature of the authorized person) (To be included in Part A- Eligibility cum Technical Proposal)

SUB: RFP for Engagement of Cert-In Empaneled Auditor for Conducting Pre-Go Live Assessments for Period of One Year in Canara Bank

Ref: GEM/2024/B/5647828 dated 26/11/2024.

Annexure-I and Annexure- II

Scope of Work- (Web Application & Mobile Application Testing)

- I. To expose security gaps and demonstrate the effectiveness or ineffectiveness of security measures. The security assessment should be done by skilled and experienced professionals only. (Minimum 3 years of Experience which will be verified)
- II. The security assessment should be designed to simulate a real-world attack keeping in view prevailing RBI guidelines, IT Act 2000/ (Amendment) 2008 and other applicable regulations in India.
- III. VAPT testing of any assets, Applications etc. should contains but not limited to below details.
 - Information Gathering
 - Port Scanning
 - System Fingerprinting
 - Services Fingerprinting
 - Vulnerability Research and Verification Scanning
 - Application Security Assessment/Mobile Security Assessment
 - Attempt to guess passwords using password-cracking tools.
 - Buffer Overflow
 - Malicious Input Checks
 - Search for back door traps in the programs.
 - Attempt to overload the system using DDoS (Distributed Denial of Service) and DoS (Denial of Service) attacks as and when instructed by the Bank to do so.
 - Check if commonly known holes/trap doors in the Operating system and Applications Network Scanning system identification and trusted system scanning Vulnerability scanning
 - Malware scanning
 - Spoofing
 - Password cracking, Improper Authentication Error
 - Missing patches EOL and EOS Servers, Network Devices, Applications Software.
 - Improper validation and authorisation
 - SQL Injection, OS Command Injection
 - Cross Site (XSS) Scripting, Cross Frame Scripting (XFS)
 - Information Leakage, Sensitive Information Passed as Clear Text in GET URL, Sensitive Information Cached, Information Exposure Through XML Entities
 - Frame Injection, Missing Session Timeout
 - Hard-coded Password or Key or sensitive information.

IV. Web Application Security Testing should cover the following or LATEST –OWASP Top 10 Web Application Security Risks which are illustrative but not exhaustive.

- A01 - Broken Access Control
- A02 - Cryptographic Failures
- A03 - Injection
- A04 - Insecure Design
- A05 - Security Misconfiguration
- A06 - Vulnerable and Outdated Components
- A07 - Identification and Authentication Failures
- A08 - Software and Data Integrity Failures
- A09 - Security Logging and Monitoring Failures
- A10 - Server-Side Request Forgery

V. Web applications should be tested per the OWASP Web Security Testing Guide (latest version) and OWASP Application Security Verification Standard, including all checks in the testing framework.

VI. Presence of WAF available behind the Web Application

VII. OWASP Top 10 vulnerabilities (Mobile applications): - Penetration testing to be conducted for mobile applications

- M1: Improper Credential Usage
- M2: Inadequate Supply Chain Security
- M3: Insecure Authentication/Authorization
- M4: Insufficient Input/Output Validation
- M5: Insecure Communication
- M6: Inadequate Privacy Controls
- M7: Insufficient Binary Protections
- M8: Security Misconfiguration
- M9: Insecure Data Storage
- M10: Insufficient Cryptography

a. Mobile applications should be tested for vulnerabilities OWASP - Mobile Applications Verification Standards (MASVS).

b. Mobile applications should be tested for vulnerabilities as per the OWASP Mobile applications testing guide and OWASP Mobile Applications Reverse Engineering Prevention Project.

The scope defined as above is illustrative but not exhaustive.

VIII. Scope of work for Penetration Testing/ External Attack Penetration Testing:

a. Test for threats: -

- Man-in-Middle Attacks, Brute force Attacks, Buffer Overflow, Cross-Site Scripting, SQL Injection, Remote code execution, Directory Traversal etc.
- Point III, IV, VI, VII should contains but not limited.

b. Tests for Vulnerabilities that can be exploited:

- Insecure services such as SNMP
- Missing patches and versions, default passwords.
- Vulnerabilities based on version of the device/server

- SQL, XSS and other web application-related vulnerabilities, weak encryption, port Scan, SSI- Certificate and Ciphers, SMTP Related vulnerabilities such as open mail relay robust authentication scheme, DoS-vulnerabilities, sample and default applications/pages, DNS-reed vulnerabilities such as DNS
 - cache poisoning, information disclosure such as internal IP disclosure, potential backdoors, older vulnerable version etc.
 - The Penetration Tests should cover but not be limited to CWE/SANS TOP 25 Most Dangerous Software Errors.
 - Exploiting Open Ports which is not used for Business purposes
- The scope defined above is illustrative but not exhaustive

- Testing should not disrupt the Bank's services. Test cases should not be selected that are destructive. The techniques and the tools used should have been thoroughly tested and licensed.
 - Exercise should be carried out from the bank premises only, no travel charges will be paid by the bank
 - Appropriate updated commercial tools (e.g., Appscan, Nessus, Accunetix, Burp suite, Qualys etc. and other duly tested tools/ techniques) should be used for each phase of the test to increase the efficiency effectiveness of audit. The auditor is to ensure that only licensed/proprietary audit tools are used for carrying out all the audit activities. The use of freeware/shareware shall be avoided and auditor shall inform the details of audit tools in advance.
 - Vulnerability assessment shall be carried out for all servers, applications, network devices, security devices installed etc.
 - Testing should not disrupt the Bank's services. Test cases should not be selected that are destructive.
 - External attack Penetration Testing should include all the Public facing Assets of the Bank.
 - The techniques and the tools used should have been thoroughly tested.
- c) External Assessment - Test at the minimum should cover but not limited to _

To expose security gaps and demonstrate the effectiveness or ineffectiveness of security measures. The security assessment should be done by skilled and experienced professionals only (Minimum 3 years of Experience, which will be verified). The security assessment should be designed to simulate a real-world attack keeping in view prevailing RBI guidelines, IT Act 2000/ (Amendment) 2008 and other applicable regulations in India.

- Information Gathering
- Port Scanning
- By-pass the Firewall, Web Application Firewall or any security controls
- System Fingerprinting
- Services Fingerprinting
- Firewall Access Control List Mapping
- Attempt to guess passwords using password-cracking tools.
- Buffer Overflow
- Malicious Input Checks
- Search for back door traps in the programs.
- Attempt to overload the system using DDoS (Distributed Denial of Service) and DoS (Denial of Service) attacks as and when instructed by the Bank to do so.

- Check if commonly known holes/ trap doors in the Operating system and Applications.
- Domain Name Disguise/Spoofing testing/Password Spray attack on Application like Email etc.

The scope defined as above is illustrative but not exhaustive.

- During Penetration Testing, the personnel of the Audit Firm will exercise due diligence so that the functioning of critical applications of the Bank is not affected adversely, causing disruption to business.
- Minimum 5 years of experience in penetration testing and well-qualified and certified professionals to be deployed
- On requirement, Auditors should carry out External attack penetration testing on lean business hours for the bank
- Before Initiating testing, Possible outcomes should be apprised to bank officials which can cause business loss
- No remote access solutions will be provided by the bank under any circumstances
- Auditor's laptops or computers will not be allowed in our Bank LAN
- The Penetration Testing should use the industry standard penetration test methodologies (like ISSAF, OSSTMM, ISECOM etc.)
- Penetration testing reports should include proof of concept as a screenshot or log, which substantiates the finding and can aid remediation.
- Additional Assets for VAPT will be done as per Contracted Work order price

Reporting:

- VA, PT and EAPT Reports are to be submitted as per Bank's Format
- For Verification scan until clean reports have to be submitted.
- On completion of the assessment, the auditor should inform the Bank of the findings and remedial measures to be taken for closure of the observations.
- False positives should be removed
- A detailed report of the vulnerabilities, along with evidence and mitigation/ recommendations should be furnished per the Bank's prescribed format (PDF and Excel).
- The vulnerabilities should be scored following the latest Common Vulnerability Scoring System (CVSS).
- The report should include but not be limited to Executive Summary, Project Scope, Methodology, Environment testing, findings, severity, impact of vulnerabilities and tools used for test etc.
- Each finding should include the Reference Number, Severity/Risk Factor, Title, CVSS vector and score, CWE ID, Proof of Concept for the vulnerability, Recommendations with literature references, link to references etc.
- The auditor should support over call for any queries from the Bank during the closure of vulnerabilities / for any clarifications sought by the Bank.
- All the VAPT reports submitted should be signed by technically qualified persons, and he/she should take ownership of document and he/she is responsible and accountable for the document/report submitted to the Bank.
- Web applications and mobile applications security testing reports should be submitted per the OWASP web application security testing guide checklist and mobile application security verification standard (including OWASP mobile applications reverse engineering prevention project).

- VAPT report should be submitted in the vendor letter head by clearly mentioned the detail of CERT-in empanelled detail. VAPT audit report should also be submitted either in PDF format or in excel.
- VAPT report should cover the remedial detail in case of vulnerabilities detected. After remedial solution implemented, the vendor should conduct VAPT again for verification of compliance of detected vulnerabilities.

Acceptance of the Report:

- On receipt of the report from the vendor, the Bank will scrutinize and after satisfying the completeness of the report, the Bank will accept the report. If there are any inconsistencies in the report the vendor should conduct proper test and resubmit the report to the Bank without any additional cost to the Bank

Deliverables of Reports:

- PDF Excel, as well as two hard copies of reports, should be provided to the Bank after completion audit.

Annexure-III

Scope of Work - Source Code Assessment

The selected bidder should carry out an assessment for vulnerabilities, threats and risks in Web/Mobile application infrastructure. Assessment will include identifying existing threats if any and suggests remedial solutions and recommendations for implementation of the same to mitigate all identified risks, with the objective of enhancing the security of the systems.

- The Bank will call upon the selected bidder on the placement of the order to provide demonstration and walk-through of all specific aspects of the VAPT activity at the Bank's desired location. All the expenses for the above will be borne by the concerned bidder.
- The Assessment plan should be shared with the Bank, including the methodology, tools being used and prerequisites for conducting the test.
- An only licensed versions of reputed software/ tools should be used for conducting the assessments.
- The schedule of the assessment is to be provided prior to the start of activity along with the team member's details. A dedicated Project Manager shall be nominated, who will be the single point of contact for the activity.
- Bidder to ensure that only certified and experienced professionals should be deployed for carrying out the activity during the contract period.

The assessment is to be conducted as per the latest OWASP guidelines including but not limited to the following:

OWASP Top 10 for Secure Code Review: -

- A1 Injection
- A2 Broken Authentication and Session Management
- A3 Cross-site Scripting
- A4 Insecure Direct Object Reference
- A5 Security misconfiguration
- A6 Sensitive Data Exposure
- A7 Missing function level Access Control
- A8 Cross-site Request Forgery (CSRF)
- A9 Using Components with Known vulnerabilities

A10 Un-Validated Redirects and Forwards

The following activities need to be covered: -

- 1) General security vulnerabilities
- 2) Privacy issues
- 3) Business logic bugs
- 4) Compliance issues (such as CWE, PCI DSS, IRDIA, CERT-IN, etc. whichever applicable)
- 5) Availability issues
- 6) Log & error handling issues
- 7) Cryptographic practices
- 8) Access control Verification
- 9) Code cleansing practices

Source Code Scanning using automated tools that run against a source code repository or module, Software composition analysis, OWASP dependency check, finding string patterns deemed to potentially cause security vulnerabilities.

- Automated Penetration Testing (black/grey box) through penetrating testing tools automatic scans, where the tool is installed on the network with the website being tested and runs a set of pre-defined tests against the website URLs.
- Manual Penetration Testing, again using tools, but with the expertise of a penetration tester performing more complicated tests.
- Secure Code Review with a security subject matter expert.

I) Reporting & support

4.1 Submission of Reports

- a. On completion of the assessment, the auditor should inform the Bank on findings and remedial measures to be taken for closure of the observations.
- b. A detailed report of the vulnerabilities along with evidence and mitigation/recommendations should be furnished as per the Bank's prescribed format (PDF and Excel).
- c. The vulnerabilities should be scored following the latest Common Vulnerability Scoring System (CVSS).
- d. The report should include but not limited to Executive Summary, Project Scope, Methodology, Environment testing, findings, severity, impact of vulnerabilities and tools used for test etc.,
- e. Each individual finding should include Reference Number, Severity/Risk Factor, Title, CVSS vector and score, CWE ID, Proof of Concept for the vulnerability, Recommendations with literature references, link to references etc.
- f. Auditor should support over call for any queries from the Bank during the closure of vulnerabilities / for any clarifications sought by the Bank.
- g. All the reports submitted should be signed by technically qualified persons and he/she should take ownership of document and he/she is responsible and accountable for the document/report submitted to the Bank.
- h. A standard report template will provide enough information to enable the code reviewer to classify and prioritize the software vulnerabilities based on the applications threat model. This report does not need to be pages in length, it can

be document based or incorporated into many automated code review tools. A report should provide the following information:

- Date of review.
 - Application name, code modules reviewed.
 - Developers and code reviewer names.
 - Task or feature name, (TFS, GIT, Subversion, trouble ticket, etc.)
- i. A brief sentence(s) to classify and prioritize software vulnerability if any and what if any remedial tasks need to be accomplished or follow up is needed.
 - j. Link to documents related to task/feature, including requirements, design, testing and threat modeling documents.
 - k. Code Review checklist if used, or link to organization Code Review Checklist. (see Appendix A)
 - l. Testing the developer has carried out on the code. Preferably the unit or automated tests themselves can be part of the review submission
 - m. If any tools such as FxCop, BinScope Binary Analyzer, etc. were used prior to code review.

CODE REVIEW CHECKLIST

CATEGORY	DESCRIPTION	PASS	FAIL
General	Are there backdoor/unexposed business logic classes?		
Business Logic and Design	Are there unused configurations related to business logic?		
Business Logic and Design	If request parameters are used to identify business logic methods, is there a proper mapping of user privileges and methods/actions allowed to them?		
Business Logic and Design	Check if unexposed instance variables are present in form objects that get bound to user inputs. If present, check if they have default values.		
Business Logic and Design	Check if unexposed instance variables present in form objects that get bound to user inputs. If present, check if they get initialized before form binding.		
Authorization	Is the placement of authentication and authorization check correct?		
Authorization	Is there execution stopped/terminated after for invalid request? I.e. when authentication/authorization check fails?		
Authorization	Are the checks correct implemented? Is there any backdoor parameter?		
Authorization	Is the check applied on all the required files and folder within web root directory?		
Authorization	Are security checks placed before processing inputs?		

Business Logic and Design	Check if unexposed instance variables are present in form objects that get bound to user inputs. If present, check if they have default values.		
Business Logic and Design	Check if unexposed instance variables present in form objects that get bound to user inputs. If present, check if they get initialized before form binding.		
Authorization	Is there execution stopped/terminated after for invalid request? I.e. when authentication/authorization check fails?		
Business Logic and Design	Are the checks correct implemented? Is there any backdoor parameter?		
Business Logic and Design	Is the check applied on all the required files and folder within web root directory?		
Business Logic and Design	Is there any default configuration like Access- ALL?		
Business Logic and Design	Does the configuration get applied to all files and users?		
Authorization	Incase of container-managed authentication - Is the authentication based on web methods only?		
Authorization	Incase of container-managed authentication - Does the authentication get applied on all resources?		
Session Management	Does the design handle sessions securely?		
Authorization	Incase of container-managed authentication - Is the authentication based on web methods only?		
Authorization	Is Password Complexity Check enforced on the password?		
Cryptography	Is password stored in an encrypted format?		
Authorization	Is password disclosed to user/written to a file/logs/console?		
CATEGORY	DESCRIPTION	PASS	FAIL
Cryptography	Are database credentials stored in an encrypted format		
Business Logic and Design	Does the design support weak data stores like flat files		
Business Logic and Design	Does the centralized validation get applied to all requests and all the inputs?		
Business Logic and Design	Does the centralized validation check block all the special characters?		
Business Logic and Design	Does are there any special kind of request skipped from validation?		
Business Logic and Design	Does the design maintain any exclusion list for parameters or features from being validated?		
Input Validation	Are all the untrusted inputs validated? Input data is constrained and validated for type, length, format, and range.		
Cryptography	Is the data sent on encrypted channel? Does the application use HTTPClient for making external connections?		

Session Management	Does the design involve session sharing between components/modules? Is session validated correctly on both ends?		
Business Logic and Design	Does the design use any elevated OS/system privileges for external connections/commands?		
Business Logic and Design	Is there any known flaw(s) in API's/Technology used? For eg: DWR		
Business Logic and Design	Does the design framework provide any inbuilt security control? Like <%: %> in ASP.NET MVC? Is the application taking advantage of these controls?		
Business Logic and Design	Are privileges reduce whenever possible?		
Business Logic and Design	Is the program designed to fail gracefully?		
Logging and Auditing	Are logs logging personal information, passwords or other sensitive information?		
Logging and Auditing	Do audit logs log connection attempts (both successful and failures)?		
Logging and Auditing	Is there a process(s) in place to read audit logs for unintended/malicious behaviors?		
Cryptography	Is all PI and sensitive information being sent over the network encrypted form.		
Authorization	Does application design call for server authentication (anti-spoofing measure)?		
Authorization	Does application support password expiration?		
Cryptography	Does application use custom schemes for hashing and or cryptographic?		

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

Date

Signature with seal:

Name:

Designation:

Annexure-10

Technical Evaluation Criteria

SUB: RFP for Engagement of Cert-In Empaneled Auditor for Conducting Pre-Go Live Assessments for Period of One Year in Canara Bank

Ref: GEM/2024/B/5647828 dated 26/11/2024.

We have carefully gone through the contents of the above referred GeM bid replies to pre-bid queries and amendments, and furnish the following information relating to Technical Criteria.

Sl. No.	Criteria	Documents submitted to be for Compliance	Bidder's response and documents Submitted
1.	The bidder should deploy at-least 5 professionals on site, if required for conducting the assessment on Bank's request with relevant qualifications and having a minimum of 5 years of experience (Post qualification) in conducting the similar kind of assessment.	Letter from HR of the company for acceptance of this clause.	
2.	The bidder should be able to deploy at-least 2 professionals on site for each type of assessment (Web application, Mobile application testing and source code audit), if required for conducting the assessment on Bank's request with relevant qualifications and having a minimum of 5 years of experience in conducting the similar kind of assessment.	Letter from HR of the company for acceptance of this clause.	
3.	The firm should have a pool of at least 25 professionals with active international accreditation like CISM/ CISSP /OSCP/OSCP+/OSEP/OSWA/OSWE/ ECSA/ EJPT/ CPENT/ LPT/ PenTest+/CEH trained lead auditors employed with them. Minimum experience of the professionals' post qualification should be 5 years or more in similar kind of assessments.	Copy of the certifications along with the profiles of the professionals and letter from HR that stating they are on payroll of the bidder.	
4.	The bidder should not be involved in implementing Security solutions and network infrastructure of the Canara Bank at Data Center, Treasury and DRC level.	Self-declaration on Letterhead to be submitted for the same.	

5.	Auditor should have 5 years of experience in conducting Web application, Mobile application testing and source code audit.	Letter from HR of the company for acceptance of this clause.	
----	--	--	--

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.

Date

Signature with seal

Name:

Designation :

Annexure -11

Undertaking of Authenticity

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

SUB: RFP for Engagement of Cert-In Empaneled Auditor for Conducting Pre-Go Live Assessments for Period of One Year in Canara Bank

Ref: GEM/2024/B/5647828 dated 26/11/2024.

We hereby undertake that all the hardware components/parts/assembly/software's used in this solution under the above like Servers, Switches, Hard Disk, Monitors, Memory etc., shall be original new components /parts /assembly /software only from respective OEMs/OSDs/OSOs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of Licensed Operating System/Application Software/any other Software if asked for by you in the purchase order, the same shall be supplied along with the authorized license certificate (e.g., Product Keys on Certification of Authenticity in case of Microsoft Window Operating System/Software etc.) and also that it shall be sourced from the authorized source (e.g. Authorized Microsoft Channel in case of Microsoft Operating System).

We confirm that the OS and software is free from bugs, malware, covert channels in code etc.

Should you require, we hereby undertake to produce the certificate from our OEM/OSD/OSO supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM/OSD/OSO supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with the above at the time of delivery or during installation, for the IT Hardware/Software/Solution/Services already billed, we agree to take back the Hardware/Software/Solution/Services without demur, if already supplied and return the money if any paid to us by you in this regard.

Date

Signature with seal

Name :

Designation :

Annexure-12
Compliance Statement
[On Firm's / Company's letter head]

SUB: RFP for Engagement of Cert-In Empaneled Auditor for Conducting Pre-Go Live Assessments for Period of One Year in Canara Bank

Ref: GEM/2024/B/5647828 dated 26/11/2024.

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		

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

Date

Signature with seal

Name:

Designation:

Annexure-13
Undertaking Letter
[On Firm's / Company's letter head]

SUB: RFP for Engagement of Cert-In Empaneled Auditor for Conducting Pre-Go Live Assessments for Period of One Year in Canara Bank

Ref: GEM/2024/B/5647828 dated 26/11/2024.

- 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-14
Escalation Matrix
[On Firm's / Company's letter head]

SUB: RFP for Engagement of Cert-In Empaneled Auditor for Conducting Pre-Go Live Assessments for Period of One Year in Canara Bank

Ref: GEM/2024/B/5647828 dated 26/11/2024.

Name of the Bidder Firm:

Service-Related Issues:

Sl. No.	Name	Level of Contact	Office Postal Address	Phone No.	Mobile No.	Fax	Email address
a.		First Level Contact					
b.		Second level contact (If response not received in 4 Hours)					
c.		Regional/Zonal Head (If response not recd in 24 Hours)					
d.		Country Head (If response not recd in 48 Hours)					

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

Date:

Signature with seal

Name:

Designation:

Annexure-15
Bill of Material

SUB: RFP for Engagement of Cert-In Empaneled Auditor for Conducting Pre-Go Live Assessments for Period of One Year in Canara Bank

Ref: GEM/2024/B/5647828 dated 26/11/2024.

<u>Notes</u>
<p>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.</p> <p>2. Please be guided by RFP terms, subsequent amendments and replies to pre-bid queries (if any) while quoting.</p> <p>3. Do not change the structure of the format nor add any extra items.</p> <p>4. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.</p>

Table-A

Cost for Conducting Pre-Go-Live assessments

[Amount in Rupees]

Sl. No	Assessment	Unit Price (Excl. of Taxes)	*Tentative Number of Assessment	Total Cost (Excl. of Taxes)	Tax for Column c		Total Price (Incl. of Taxes)
					% Of Tax	Tax Amt.	
		a	b	c=a*b	d	e	f=c+e
1.	Web Application		65				
2.	Mobile Application		25				
3.	Source Code		150				
Total Cost for Conducting Pre-Go-Live assessments							

**The number of Assessment mentioned in column b is tentative only. Bank at its discretion may increase or decrease 10% of the no. of Assessment during the contract period. Bidder has to provide the service at the same unit cost mentioned above in column a for conducting Pre -Go-Live Assessments

Undertaking

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

- vi. We confirm that all out of pocket expenses, travelling, boarding and lodging expenses for the entire term of this tender and subsequent agreement is included in the amounts quoted and we shall not entitle to charge any additional costs on account of any items or services or by way any out of pocket expenses, including travel, boarding and lodging.
- vii. We confirm that there shall be no escalation in the agreed prices.

Date:

Signature with seal

Name:

Designation:

Annexure-16
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: RFP for Engagement of Cert-In Empaneled Auditor for Conducting Pre-Go Live Assessments for Period of One Year in Canara Bank

Ref: GEM/2024/B/5647828 dated 26/11/2024.

We _____ (Company Name) had participated in the Request for Proposal (RFP) for Engagement of Cert-in empaneled Auditor for Conducting Pre-Go-Live assessments for the period of one year in 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:

Appendix -A

Instructions to be noted while preparing/submitting Technical 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 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) Non-Disclosure Agreement as per Annexure-6.
- 9) List of major customers and References as per Annexure-7.
- 10) Office details as per Annexure-8.
- 11) Compliance to the Scope of Work as per Annexure-9.
- 12) Documents for Technical Evaluation Criteria as per Annexure-10.
- 13) Undertaking of Authenticity as per Annexure-11
- 14) Compliance Statement as per Annexure-12.
- 15) Undertaking Letter as per Annexure-13.
- 16) Escalation Matrix as per Annexure-14.
- 17) Masked bill of Material as per Annexure-15.
- 18) Letter for EMD Return as per Annexure-16.
- 19) Signed Pre-Contract Integrity Pact as per **Appendix-F** in non-judicial Stamp paper.

Appendix-B

Instructions to be noted while preparing/submitting Commercial Proposal

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

1. Bill of Material as per Annexure-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:

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

Dear Sir,

SUB: RFP for Engagement of Cert-In Empaneled Auditor for Conducting Pre-Go Live Assessments for Period of One Year in Canara Bank

Ref: GEM/2024/B/5647828 dated 26/11/2024.

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

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

Appendix-D

Bank Guarantee Format for Earnest Money Deposit

To:
The Deputy General Manager,
Canara Bank,
CP & VM Wing, Head Office,
Naveen Complex, 14 M G Road
BENGALURU

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 _____2024.

(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: DIT 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,
CP & VM Wing, Head Office,
Naveen Complex, 14 M G Road
BENGALURU

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 suretyship 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: IT Wing

IFSC Code: CNRB0000007

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

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 _____, _____, CP & VM Wing, HO, Bengaluru representing Canara Bank, of the BUYER, of the FIRST PART

AND

M/s. _____ represented by Shri _____ Chief Executive Officer/Authorized 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 _____ 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 BIDDER S/SELLERS/CONTRACTORS/SERVICE PROVIDERS alike, and will provide to all BIDDER S/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: -

- 4.1. The BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the 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.
- 4.2. The BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the BUYER.
- 4.3. The BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER is the original Manufacturer/Integrator/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.
- 4.4. The BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5. The BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6. The BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.
- 4.7. The BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8. The BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9. The BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

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

6. EARNEST MONEY (SECURITY DEPOSIT)

- 6.1. Every BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER while submitting commercial bid, shall deposit an amount as specified in RFP/Tender Documents as Earnest Money/Security, Deposit, with the BUYER through any of the instruments as detailed in the tender documents.
- 6.2. The Earnest Money/Security Deposit shall be *valid for a 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. 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.
 - ii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER.
 - iii. 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.

- iv. 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.
 - v. 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.
 - vi. 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.
 - vii. 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.
 - viii. 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.
 - ix. 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.
 - x. 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 Comprehensive Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

8.1. 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 COMPREHENSIVE MONITORS

- 9.1.** The BUYER has appointed two Independent Comprehensive 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 Bangalore on

BUYER
Name of the Officer
Designation
Name of Wing
Canara Bank

BIDDER
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 to Vendor/ Service Provider as per the terms and conditions in this contract or till the expiry of the contract whichever is later.

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 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, its 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.

9.2. In relation to any undertaking and under any circumstances, the service provider shall exercise the degree of skill, diligence, prudence, and foresight that would reasonably be expected from a highly skilled and experienced professional

engaged in the same type of undertaking under similar circumstances. Further the vendor/service provider shall identify and designate skilled personnel necessary for the operation of critical functions under this agreement. Such personnel shall be considered essential and must be available to work on-site during exigencies including but not limited to emergencies and pandemics. The service provider shall provide the bank with a list of these essential personnel and any associated backup arrangements and ensure their availability as required.

- 9.3. The service provider shall wherever applicable be obligated to establish and maintain suitable back-to-back contractual arrangements with the Original Equipment Manufacturers (OEMs) to ensure that all services, warranties, and obligations stipulated in this Agreement are fully supported and enforceable by the OEMs. These arrangements shall include, but are not limited to, the OEMs' commitment to provide necessary resources, technical support, replacement parts, and any other services required to fulfill the terms of this Agreement. The Service Provider must provide evidence of such arrangements upon request and shall ensure that these agreements are in place for the duration of this contract to guarantee seamless service delivery and compliance with all contractual obligations.
- 9.4. The vendor/service provider shall deliver the agreed-upon goods and services in accordance with this agreement with respect to quality and quantity, and shall be subject to regular monitoring and reporting.

10. ORDER CANCELLATION/TERMINATION OF CONTRACT:

- 10.1. The Bank reserves its right to terminate this CONTRACT at any time without assigning any reasons, by giving a 30 day's notice.
- 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. Bank shall serve the notice of termination to the Vendor/Service Provider at least 30 days prior, of its intention to terminate services.
- 10.4. 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.
- 10.5. 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.
- 10.6. 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.
- 10.7. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Vendor/Service Provider towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.
- 10.8. Notwithstanding the existence of a dispute, and/ or the commencement of negotiation and mediation 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. This transition process shall be managed to ensure minimal disruption to the bank's operations and continuity of services.
- 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.
- 11.11. The vendor/service provider shall fully cooperate with relevant authorities in the event of the bank's insolvency or resolution, including providing necessary information and support as required to facilitate the orderly transition and resolution process, ensuring minimal disruption to services and compliance with regulatory requirements.

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. VENDOR/ SERVICE PROVIDER shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:
- 14.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by VENDOR/ SERVICE PROVIDER;
- 14.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by VENDOR/ SERVICE PROVIDER;
- 14.1.3. Fines, penalties, or punitive damages levied on Bank resulting from supervisory actions due to breach, default or non-performance of undertakings, warranties, covenants, or obligations by the Vendor/Service Provider
- 14.2. VENDOR/ SERVICE PROVIDER shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of **Solution** supplied by them.
- 14.2.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
- 14.2.2. The limits specified in below clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or confidential information, fraud or gross negligence or wilful misconduct or for claims relating to the loss or damage to real property and tangible

personal property and for bodily injury or death and in these cases the liability will be unlimited.

- 14.2.3. All Employees engaged by VENDOR/ SERVICE PROVIDER shall be in sole employment of VENDOR/ SERVICE PROVIDER and the VENDOR/ SERVICE PROVIDER shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.
- 14.3. VENDOR/ SERVICE PROVIDER's aggregate liability shall be subject to an overall limit of the total Cost of the project.

15. RIGHT TO AUDIT:

- 15.1. The VENDOR has to get itself annually audited by internal/ external 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 the PURCHASER and/or 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. The vendor/service provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business / customer information, trade secrets and process of the Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the Bank and shall be considered to be confidential and proprietary information (“Confidential Information”), and shall not in any way disclose to anyone and the same shall be treated as the intellectual property of the Bank. The Service Provider shall ensure that the same is not used or permitted to be used in any manner incompatible inconsistent with that authorized procedure/ practice by the Bank. The Confidential Information will be safeguarded, and the Service Provider will take all necessary action to protect it against misuse, loss, destruction, alteration, or deletion thereof. Any violation of the same will be liable for action under the law.
- 18.2. 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.
- 18.3. 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.
- 18.4. Provided that the Confidentiality Clause may not be applied to the data or information which;
 - e) Was available in the public domain at the time of such disclosure through no wrongful act on the part of VENDOR/ SERVICE PROVIDER.
 - f) Is received by VENDOR/ SERVICE PROVIDER without the breach of this Agreement.
 - g) Is required by law or regulatory compliance to disclose to any third person.
 - h) Is explicitly approved for release by written authorization of the Bank.
- 18.5. 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
- 18.6. The vendor/service provider may disclose only the following types of data to the bank's customers and/or third parties with prior written consent of the bank: financial data, sensitive personal data, and other information explicitly permitted by the bank. All disclosures must comply with applicable laws, RBI

regulations and guidelines. Prior written consent from the bank is required for any other disclosures, and detailed records of all shared data must be maintained by the service provider and shall be provided to the bank as and when required by the bank.

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

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

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

23. PROTECTION OF DATA:

- 23.1. Vendor/Service Provider warrants that at all times, when delivering the Deliverables and/or 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's failure to perform its responsibilities in the RFP/ Gem Bid/ PO/Agreement, 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 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/Agreement 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. If any data to be shared between the Bank and Vendor/Service provider for the purpose of the contract, the same shall be shared through secured channels in an encrypted manner. The Vendor/ Service Provider shall process the relevant data at _____ (furnish the location). If the Vendor/ Service Provider proposes any change in data processing location, the same shall be notified to the Bank before the change of location. Vendor/Service provider is required to adhere to RBI guidelines for storage of data in India as per regulatory requirements/instructions, 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. The data if any to be stored by the vendor shall be stored in an encrypted manner. Vendor/Service provider will be liable to bank for any event for security breach and leakage of data/information. No biometric data shall be stored/ collected in the system associated with the vendor, unless allowed under extant statutory guidelines. The vendor shall have a structured process in place for secured removal/disposal/destruction of data and the details of the same shall be provided to the Bank as and when required by the bank.

23.3. Data privacy and security of the customer's personal information shared by the Bank shall always be ensured by Vendor/Service Provider. The personal information of customers shall not be stored and processed by the vendor except certain basic minimal data (viz. name, address, contact details of the customer etc.) as required for the performance of its obligations under this Agreement. Vendor/Service Provider 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.

23.4. The Service provider shall ensure compliance with any modifications/changes in the applicable Law by Legislators and/or regulators during the currency of the contract and the contract shall be subject to the applicable law. If any modifications are required in existing applications/services due to change in the applicable Law by the Legislator and/or regulators, the Service provider shall make the necessary changes as per the instructions of the Bank. Payment terms for the modifications/changes necessitated due to change in applicable law shall be mutually agreed between the Bank and the Service provider. For this purpose "Applicable Law" means all the (a) applicable provisions of the constitution, treaties, statutes, laws (including the common law), codes, rules, regulations, ordinances, or orders of any Government Authority of India, Regulators; (b) orders, decisions, injunctions, judgments, awards, decrees, etc., of any Government Authority, Regulators including but not limited to rules, regulations, guidelines, circulars, Frequently Asked Questions (FAQs) and notifications issued by the RBI from time to time; and (c) applicable international treaties, conventions and protocols that become enforceable from time to time.

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 by negotiation between the parties. In case of failure to resolve the disputes and differences amicably through negotiation, the matter may be referred to mediation with the assistance of a mediator mutually agreed upon after issuance of at least 30 days' notice in writing to the other party clearly setting out the intention to refer such dispute to mediation. Proceedings of mediation shall be governed by The Mediation Act, 2023. Place of Mediation shall be Bengaluru, India . Proceedings of the mediation shall be conducted in English language.

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

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/2023-24/102 DoS.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.
- 30.11. The vendor/service provider shall comply with all applicable provisions of the Information Technology Act, 2000 and any amendments thereto. This includes adhering to regulations and standards set forth under the Act concerning data protection.
- 30.12. The Vendor/Service Provider shall be liable for any loss caused to the bank due to any wilful negligence /malpractice by the Vendor/Service Provider or any of its officers, employees, agents or representatives which is found to be a causative factor for any fraud, in spite of liability under the relevant statute, civil and/ or criminal as the case may be, for any malicious acts, negligent acts, wrongful acts, fraudulent acts and/ or offline transactions committed (including those committed by any of its employees, agents and/or representatives) in the performance of the Services under this Agreement and shall not be deemed to be acting on or behalf of the Bank in any manner whatsoever to the extent of such acts and/ or transactions.
- 30.13. Further Vendor/Service Provider the agrees that the guidelines issued by various regulators/government authorities/enforcement agencies etc. from time to time shall form part and parcel of this agreement and shall adhere to the same.

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

Signature:

Signature:

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

In the presence of:

Signature: 1:
Name:
Designation:

Signature: 2:

Name:
Designation

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

In the presence of:

Signature: 1:
Name:
Designation:

Signature: 2:

Name:
Designation