



REQUEST FOR PROPOSAL [RFP]
FOR
SELECTION OF SERVICE PROVIDER FOR SUPPLY,
INSTALLATION, IMPLEMENTATION AND MAINTENANCE OF
ENTERPRISE MOBILITY MANAGEMENT SOLUTION FOR A PERIOD OF THREE (3) YEARS
IN CANARA BANK

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

SECTION A - BID SCHEDULE & ABBREVIATIONS

1. BID SCHEDULE

Sl. No.	Description	Details
1.	RFP No. and Date	GEM/2023/B/4382634 dated 22/12/2023
2.	Name of the Wing	Centralized Procurement & Vendor Management Vertical, Information Technology Wing
3.	Brief Description of the RFP	Selection of Service Provider for Supply, Installation, Implementation and Maintenance of Enterprise Mobility Management Solution for a period of Three (3) Years in Canara Bank.
4.	Bank's Address for Communication	Deputy General Manager, Canara Bank, Centralized Procurement & Vendor Management Vertical, 1st Floor, IT Wing, Naveen Complex, 14 MG Road, Bengaluru - 560 001
		Senior Manager, Centralized Procurement & Vendor Management Vertical, IT Wing, Naveen Complex, 14 MG Road, Bengaluru - 560 001 Tel - 080-25590070,25584873 Fax - 080-25596539 Email: dittenders@canarabank.com
5.	Date of Issue of RFP	As per RFP Document
6.	Earnest Money Deposit (Refundable)	As per RFP Document
7.	Performance Bank Guarantee/Bid Security	As per RFP Document
8.	Last Date, Time and Venue for Submission of Bids	Bid End Date/Time as per RFP Document. Response should be submitted in GeM portal and required physical documents should be submitted at below mentioned address before due date/time: Canara Bank, First Floor, IT Wing, HO (Annexe), Naveen Complex, 14 M G Road, Bengaluru 560001.
9.	Date, Time & Venue for opening of Technical Proposals.	Bid Opening Date/Time as per RFP Document. Bid will be opened in GeM portal, at below mentioned address: Canara Bank,CP&VM vertical, First floor, IT Wing, HO (Annexe), Naveen Complex, 14 M G Road, Bengaluru 560001.
10.	Date, Time & Venue for opening of Commercial Proposals	Will be intimated at a later date.

11.	<p>This document can be downloaded from following website https://canarabank.com/tenders.aspx & https://gem.gov.in/.</p> <p>Any Amendments, Modifications & any communication etc. will be uploaded in the Bank's website (i.e. https://canarabank.com/tenders.aspx & https://gem.gov.in/). No individual communication will be sent to the individual Bidder s.</p>
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2. Abbreviations used in this Document:

1.	BG	Bank Guarantee
2.	BOM	Bill of Material
3.	DD	Demand Draft
4.	IT	Information Technology
5.	EMD	Earnest Money Deposit
6.	GST	Goods and Service Tax
7.	HO	Head Office
8.	LD	Liquidated Damage
9.	MSE	Micro and Small Enterprises
10.	MSME	Micro Small & Medium Enterprises
11.	RFP	Request For Proposal [Interalia the term 'Tender' is also used]
12.	OSD	Original Solution Developer
13.	OEM	Original Equipment Manufacturer
14.	PBG	Performance Bank Guarantee
15.	PO	Purchase Order
16.	SLA	Service Level Agreement
17.	SP	Service Provider
18.	TCO	Total Cost of Ownership
19.	CBS	Core Banking Solution
20.	RFP	Request for Proposal
21.	GSTIN	Goods and Services Tax Identification Number
22.	OS	Operating System
23.	EMM	Enterprise Mobility Management
24.	MDM	Mobile Device Management
25.	MAM	Mobile Application Management
26.	MBM	Mobile Browser Management
27.	MCM	Mobile Content Management
28.	MEM	Mobile Email Management

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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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 Information Technology 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 9714 branches, 24 Circle offices and 176 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' means, unless excluded by and repugnant to context or the meaning thereof, shall mean 'Canara Bank', described in more detail in paragraph 1 above and which has invited bids under this RFP and shall be deemed to include its successors and permitted assigns.
- 2.2. 'GeM' means Government e-Marketplace wherein the whole bidding process shall be conducted online.
- 2.3. 'RFP' means Request for Proposal for "Selection of service provider for Supply, Installation, Implementation and Maintenance of Enterprise Mobility Management Solution for a period of three (3) years 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. 'Solution' or 'Services' means "Supply, Installation, Implementation and Maintenance of Enterprise Mobility Management (EMM) Solution in Canara Bank" as per RFP terms.
- 2.6. 'Bidder' means a vendor submitting the proposal in response to the RFP.
- 2.7. 'Proposal' means the response (including all necessary documents) submitted by the eligible Bidder in response to this RFP.
- 2.8. 'Contract' means the agreement signed by successful Bidder and the Bank at the conclusion of bidding process, wherever required.
- 2.9. 'Contract Price' means the value of the total purchase order including GST/ GeM Sanction order issued by the Bank.
- 2.10. 'Successful Bidder' / 'Selected Bidder' / 'H1 Bidder' means the Bidder who is found to be the highest scored Bidder after conclusion of the bidding process, subject to compliance to all the Terms and Conditions of the RFP.

3. About RFP:

- 3.1. Bank intends to onboard vendor for Supply, Installation, Implementation and Maintenance of Enterprise Mobility Management solution for a period of three (3) years in Canara Bank as per the terms and conditions, technical requirements and scope of work described elsewhere in this document.
- 3.2. The selected Bidder has to provide the services/ solution in India and the tools/ solution provided by the selected Bidder should work in overseas branches also.
- 3.3. The RFP document is not a recommendation or invitation to enter the contract, agreement or any other arrangement in respect of the solution, 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 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 reputed Bidders to submit their response who fulfills the Pre-Qualification Criteria as per Annexure-2.
- 4.2. The Bidders satisfying the Qualification Criteria as per the RFP and having experience in Implementation of Enterprise Mobility Management (EMM) Solution in any of the Central / State Governments/ PSUs/ BFSI Sector/ public Sector Enterprises in India may respond.

5. Requirement Details

- 5.1. Bank invites offers ('Technical cum Eligibility' and 'Commercial Bid') for "Supply, Installation, Implementation and Maintenance of Enterprise Mobility Management solution for a period of three (3) years in Canara Bank" as per terms & conditions and Scope of Work & technical specifications/requirements described elsewhere in this document.
- 5.2. The detailed implementation plan will be discussed and agreed by the Bank with the selected Bidder, covering the scope of work and key deliverables as defined in this RFP. However, the selected Bidder have to comply with the timelines explained elsewhere in this document.

6. Participation methodology:

- 6.1. In this RFP either the authorized bidder on behalf of the Principal/OEM/OSD or Principal/OEM/OSD itself can bid but both cannot bid simultaneously for the same item/product. If participated, the bids of Principal/OEM/OSD and the authorized bidder/s are liable for rejection.
- 6.2. If a bidder bids on behalf of the Principal/OEM/OSD, the same bidder shall not submit a bid on behalf of another Principal/OEM/OSD in this RFP for the same solution.
- 6.3. If any product of Principal/OEM/OSD is being quoted in this RFP, the Principal/OEM/OSD cannot bid for any other Principal's/OEM's/OSD's product.

- 6.4. In the event of the bidder being not able to perform the obligations as per the provisions of the contract, the OEM/OSD/principal should assume complete responsibility on behalf of the bidder for providing end-to-end solution i.e., technology, personnel, financial and any other infrastructure that would be required to meet intent of this RFP at no additional cost to the bank. To this effect bidder should provide a dealer/distributor certificate for the proposed solution as per Annexure-17.

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 Pre-Qualification Criteria evaluation. The proof provided must be in line with the details mentioned in "Documents to be submitted for Pre-Qualification Criteria Compliance". Any credential detail mentioned in "Pre-Qualification Criteria Compliance" not accompanied by relevant proof documents will not be considered for evaluation.
- 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 of implementation of Enterprise Mobility Management.
- 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. Project Completion and Management

- 8.4.1. 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.
- 8.4.2. Project implementation team should be conversant with all rules and conditions to resolve the issues, if any.

9. Technical / Functional Requirements

The bidder shall comply with the Scope of Work, Technical & Functional Specifications narrated in **Annexure-9 & Annexure- 10** and adhere to the guidelines issued by RBI and other Regulatory bodies related. The bidder should also maintain confidentiality of information shared with them during the tenure of the contract.

SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS

1. Project Timelines

- 1.1. Bank shall provide the address and contact details for delivery of required hardware/software items for implementation of Solution while placing the order.
- 1.2. The selected bidder should Supply, Installation, Implementation and Maintenance of Enterprise Mobility Management solution as per RFP and go-live of the Solution should be completed within twelve (12) weeks from the date of acceptance of the Purchase Order or thirteen (13) weeks from the date of issuance of the order whichever is earlier
- 1.3. Bidder has to deliver the Hardware/Software for Enterprise Mobility Management Solution within Five (5) weeks from the date of issuance of order or Four (4) weeks from the date of acceptance of the order whichever is earlier.
- 1.4. Bidder has to deliver the Licences within One (1) week from the date of delivery of the Hardware/Software.
- 1.5. Bidder has to Install, Customize, Integrate and Implement the customized solution within three (03) weeks from the date of delivery of Licences.
- 1.6. Bidder has to complete User Acceptance Test (UAT) and Pilot Run within two (02) weeks from the date of implementation of Solution.
- 1.7. Bidder has to complete Full project implementation/documentation/training and Go-Live within two (02) weeks from the date of User Acceptance Test.
- 1.8. The selected Bidder should meet the deadlines for completion of the Scope of Work as per RFP terms and conditions.
- 1.9. Partial or incomplete or damaged delivery of materials will not be considered as delivered of all the ordered materials. Date of delivery shall be treated as date of last material delivered to the ordered locations if materials are not damaged. In case materials are delivered with damage, Date of delivery shall be treated as date of replacement of damaged material with new one. Delivery payment shall be paid against completion of delivery of all the ordered materials without any damage and proof of delivery duly certified by Bank's Officials, along with delivery payment claim letter.
- 1.10. Bank reserves the right to change/modify locations for supply of the items. In the event of any change/modification in the locations where the solution is to be delivered, the bidder in such cases shall deliver, install and commission at the modified locations at no extra cost to the Bank. However, if the Solution is already delivered, and if the modifications in locations are made after delivery, the bidder shall carry out installation and commissioning at the modified locations and the Bank in such cases shall bear the shifting charges/arrange shifting. The Warranty should be applicable to the altered locations also.
- 1.11. The Installation will be deemed as incomplete if any component of the Solution is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank after acceptance testing/ examination. In such an event, the supply and installation will be termed as incomplete and system(s) will not be

accepted. The installation will be accepted only after complete commissioning of Solution.

1.12. The Bank will not arrange for any Road Permit / Sales Tax clearance for delivery of solution to different locations and the selected bidder is required to make the arrangements for delivery of solution to the locations as per the list of locations / items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the selected bidder, if required.

1.13. Commissioning of the solution will be deemed as complete only when the same is accepted by the Bank in accordance with the terms & conditions of this RFP.

1.14. The solution will be accepted after complete integration and satisfactory working of the solution.

2. Integration & Interfaces

2.1. The selected Bidder has to work with different application vendors in order to integrate new solution to the existing workload or new workloads during contract period.

2.2. The selected Bidder has to work with different teams of Bank & application OEMs to understand the policies requirement and configurations of respective applications for the offered solution.

3. Training:

3.1. The selected bidder shall provide training by OEM to the identified Bank personnel / team on solution or features / service architecture, and functionality during and after implementation. The solution working should be demonstrated to the identified Bank personnel / team of the Bank after completion of the implementation and the review and feedback should be implemented.

3.2. The training proposed for the staff members of Canara Bank should provide complete understanding of the solution environment.

3.3. Bidder has to provide the user manual and technical documentation both in hard and soft copies (*.doc/x or *.pdf) to the Bank.

3.4. Bidder has to arrange the onsite-classroom training with workstations and required necessary amenities to facilitate the training.

3.5. Trainer should be well experienced and must have industry certification

3.6. Bidder should provide training material and hands-on practice during the training.

3.7. The details of the training are to be provided by the selected bidder and shall be subject to evaluation by the Bank to ensure that all the components of the system are covered in the training by the selected bidder.

3.8. The selected bidder shall provide training to the participants without any cost to the Bank/ participants.

4. Security

- 4.1. The selected Bidder has to use standard procedures like hardening, dedicated configuration in order to comply security standards including cyber security.
- 4.2. The selected Bidder will ensure the software delivered is in conformity with security standards and is without any security vulnerability.
- 4.3. The Bank may conduct security audit in the proposed tools after complete implementation.
- 4.4. The selected Bidder has to do necessary changes in the configuration directed by security team of the Bank after security audits like VAPT, Code Audit etc., without disturbing the production and existing backed up copies and at no additional cost to the Bank.
- 4.5. The selected Bidder has to follow the industry best practices in configuration of Operating System and other Software.
- 4.6. Any kind of change like update, upgrades etc., in the system after complete installation will not lead into any commercial during contract period.
- 4.7. The selected Bidder should take adequate security measures to ensure confidentiality, integrity and availability of the information.
- 4.8. 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.
- 4.9. 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.

5. Acceptance

- 5.1. The Bank shall finalize the installation and acceptance format mutually agreed by the Bidder. The Bidder shall strictly follow the mutually agreed format and submit the same for claiming installation and acceptance payment.
- 5.2. Bank will evaluate the offered solution implemented by the selected Bidder. If the solution experiences no failures and functions according to the requirements of the RFP as determined by the Bank during the implementation period, then the solution will be accepted by the Bank and the project will be considered as deemed signed-off.

6. Uptime

- 6.1. The selected bidder shall guarantee a 24x7x365 availability with monthly uptime of 99.95% for the solution as per Scope of Work (Annexure-9), during contract period, which shall be calculated on monthly basis.
- 6.2. The "Uptime" is, for calculation purposes, equals to the total contracted minutes in a month less Downtime. The "Downtime" is the time between the Time of Failure and Time of Restoration within the contracted minutes. "Failure" is the condition that renders the Bank unable to perform any of the defined functions on the Solution. "Restoration" is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same.

- 6.3. If the Bidder is not able to attend the troubleshooting calls on solution working due to closure of the office/non-availability of access to the solution, the response time/uptime will be taken from the opening of the office for the purpose of uptime calculation. The Bidder shall provide the Monthly uptime reports during the warranty period and ATS period, if contracted.
- 6.4. The selected bidder should consider high-availability (active-passive) at DC & DR with RPO of 15 minutes and RTO of 120 minutes.
- 6.5. The downtime calculated shall not include any failure due to bank, third party and Force Majeure.
- 6.6. The percentage uptime is calculated on monthly basis as follows:
- $$\frac{\text{Total contracted minutes in a month} - \text{Downtime minutes within contracted minutes}}{\text{Total contracted minutes in a month}} * 100$$
- 6.7. Contracted minutes of a month = No. of days in that month X 24 X 60.
- 6.8. Provide a robust, fault tolerant infrastructure with enterprise grade SLAs with an assured uptime of 99.95%.

7. Warranty

- 7.1. The selected bidder warrants that the Software/Solution will be free of defects in workmanship and materials for a period of time consistent with industry standards and the nature of the Software (Warranty Period).
- 7.2. The entire software deployed for this project shall be under comprehensive onsite support for the total contract period i.e. for 3 years for the Proposed Solution covering all parts including the updates, minor update of software, maintenance or support for its proper operation, functioning, performance and output as specified in the tender technical specifications from the date of project acceptance & signoff.
- 7.3. During the warranty period, the selected bidder shall provide the comprehensive support and necessary services for all Software/Solution components to the Bank during Business Days for assistance with the operation of the Software/Solution.
- 7.4. If the Software/Solution does not perform in accordance with the contract during the Warranty Period, then the selected bidder shall take such steps as necessary to repair or replace the Software/Solution. Such warranty service shall be provided at the selected bidder's expense and shall include all media, parts, labor, freight and insurance to and from the Department's site.
- 7.5. Warranty service may be provided by a third party, provided such third party is authorized to perform warranty service by the selected bidder or, if the selected bidder is not the Manufacturer, by the Manufacturer prior to the GeM bid closing date and time.
- 7.6. If any defect in the Software/Solution is not rectified by the selected bidder before the end of the Warranty Period, the Warranty Period shall be extended until, in the opinion of the Bank: a) the defect has been corrected; and b) the Software/Solution functions in accordance with the Contract for a reasonable period of time.

7.7. Despite any other provision, the Bank may return a defective Software/Solution which is not up to the terms and conditions mentioned in the GeM bid to the selected bidder within Sixty (60) days of delivery of the Software/Solution and the selected bidder shall immediately provide full exchange or refund. For the purpose of this section, “defective solution” includes, but is not limited to: a) broken seals; b) missing items; and c) Software that are not the most current version at the time of shipping and as per GeM bid terms.

7.8. The selected bidder shall be fully responsible for the manufacturer’s warranty in respect of proper design, quality and workmanship. The selected bidder must warrant all components, accessories, spare parts etc. against any manufacturing defects during the warranty period.

8. Onsite Resources

8.1. The broader scope of onsite resources shall include but not be limited as mentioned in Annexure-9. The bidder has to confirm compliance to the Scope of onsite resources as mentioned in Annexure-9. The bidders are required to go through the complete GeM bid document thoroughly. The obligation / responsibilities mentioned elsewhere in the document, if any, shall be the integral part of the scope.

8.2. Bidder shall depute three (03) L1 and one (01) L2 Onsite resource/s at the Bank’s premises for Helpdesk Support for managing day to day issues related EMM.

8.3. Bank reserves the right to claim change in resource based on the performance of the resources.

8.4. The onsite resource will also be responsible for complete day-to-day activities such as end to end management of the solution till the project tenure.

8.5. The billing of onsite support will be commenced after successful project sign-off/acceptance. However, selected bidder has to ensure that onsite resource should be part of the project implementation team.

8.6. The onsite resource should possess certification on the proposed solution with minimum two (02) years of experience for L1 resource.

8.7. The onsite resource should possess certification on the proposed solution with minimum 4 years of experience for L2 resource.

8.8. The onsite resource should develop Standard Operating Procedures (SOP) as per the best practices and requirements of the Bank.

8.9. Shall be able to enhance / integrate the solution with new regulatory requirements on ongoing basis.

8.10. Bank may require the resource to work in shift as per the requirement and mutually agreed terms & conditions between the Bank and the selected bidder.

8.11. Overall monitoring of the solution and management.

8.12. The selected bidder has to submit following KYC documents for onsite engineer:

8.12.1. Resume latest (Candidate Photograph should be part of Resume only) and Print should be in color only.

- 8.12.2. Address Proof (Local and Permanent)- Duly attested photocopy by candidate and selected bidder HR.
- 8.12.3. Aadhaar Card - Duly attested photocopy by candidate and selected bidder HR.
- 8.12.4. Relieving Certificate of Previous employer - Duly attested photocopy by candidate and selected bidder HR.
- 8.12.5. Passport - Duly attested photocopy by candidate and selected bidder HR.
- 8.12.6. Background Police Verification report - Duly attested photocopy by candidate and selected bidder HR.
- 8.13. The selected bidder will be responsible for attending complaints during the contract period.
- 8.14. Support should include advising & helping the Bank in implementing controls for the risk advised by regulators/Govt. of India.
- 8.15. The selected bidder is responsible for providing practical solution for resolution of the issues and implementation of the same to resolve the issue. If the issue requires OEMs technical person's/ product developer etc., intervention, the selected bidder has to take up suitability with the appropriate level at OEM and obtain the solution and implement it for resolution of the issue. If the analysis of the issue requires log submission, the selected bidder will submit the same for further analysis in consultation with the Bank.
- 8.16. The selected bidder should help Bank in resolving any security observations as per the IS policy of the Bank.
- 8.17. Onsite Resource charges will be paid quarterly in arrears. In case the resources go on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the selected bidder to ensure that regular functioning of the solution is not hampered.

9. Payment Terms:

Payment schedule will be as under:

Sl. No.	Payment Stages	Percentage of Payment	Condition/Remarks
a.	Delivery of Licenses	70% of Licenses for 1st year as per Annexure-16 Sl. No. 1 of Table-A	70% Payment will be released for the Licenses delivered successfully after deducting applicable penalties and Liquidated damages as per GeM Terms for 1 st year.

- 9.1. Please note that Originals of invoices (plus One Copy) reflecting GST, GSTIN, State Code, State Name, Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office and Manufacturer's / Supplier's Warranty Certificate should be submitted while claiming payment in respect of orders placed.

		30% of Licenses for 1st year as per Annexure-16 Sl. No. 1 of Table-A	30% Payment will be released on successful Implementation & go-live of the Solution after deducting applicable penalties and Liquidated damages as per GeM Terms.
		100% of Licenses for 2 nd & 3 rd year as per Annexure-16 Sl. No. 1 of Table-A	Payment will be yearly in advance.
b.	Delivery of Hardware/Software /OS	70% of cost mentioned as per Annexure-16, Table-B	70% Payment will be released on the delivery of the hardware / Software / OS delivered after deducting applicable penalties and Liquidated damages (if any) as per GeM Terms & conditions.
		30% of cost mentioned as per Annexure-16 Table-B	30% Payment will be released on successful Implementation & go-live of the solution the after deducting applicable penalties and Liquidated damages (if any) as per GeM Terms.
c.	One-time Implementation, Configuration, Integration, UAT & successful Go Live	100% of cost mentioned in Annexure-16 Table-C	100% Payment will be released on successful Implementation & go-live of the solution the after deducting applicable penalties and Liquidated damages (if any) as per GeM Terms.
d.	Onsite Resource charges	Quarterly	Payment will be quarterly basis in arrears after deducting applicable penalties and Liquidated damages(if any).

- 9.2. All licenses shall be provided/ purchased in the name of the Bank.
- 9.3. Bank will not pay any amount in advance except Licenses charges for 2nd & 3rd year.
- 9.4. Payment shall be released within 30 days of submission of relevant documents as per GeM terms.
- 9.5. The payments will be released through NEFT / RTGS after deducting the application LD/Penalty, TDS if any, centrally by Head Office at Bengaluru and the selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.

10. Penalties & Liquidated damages

10.1. Penalties/Liquidated damages for delay in Delivery of Licenses would be as under:

10.1.1. Non-compliance of the Supply/delivery of licenses clause 1.3 will result in the Bank imposing penalty of 0.50% on delay in delivery per week or part thereof, on the cost mentioned in Table-A of Annexure-16.

10.1.2. However, the total Penalty/LD to be recovered under above clause 10.1.1, shall be restricted to 10% of the total value mentioned in Table -A of Annexure-16.

10.2. Penalties/Liquidated damages for delay in Delivery of Hardware/Software for Enterprise Mobility Management Solution and other deliverables:

10.2.1. Non-compliance of the implementation clause 1.4 will result in the Bank imposing penalty of 0.50% on delay in implementation per week or part thereof, on the cost mentioned in Table-B of Annexure-16.

10.2.2. However, the total Penalty/LD to be recovered under above clause 10.2.1, shall be restricted to 10% of the total value mentioned in Table-C of Annexure-16.

10.3. Penalties/Liquidated damages for delay in One-time Implementation, UAT and GO-live:

10.3.1. Non-compliance of the implementation clause 1.5, 1.6 and 1.7 respectively will result in the Bank imposing penalty of 0.50% on delay in implementation per week or part thereof, on the cost mentioned in Table-B of Annexure-16.

10.3.2. However, the total Penalty/LD to be recovered under above clause 10.3.1, shall be restricted to 10% of the total value mentioned in Table-C of Annexure-16.

10.4. Penalties/Liquidated damages for onsite resources:

10.4.1. In case the resource goes on leave, replacements having equivalent or more experience and qualification has to be arranged by the Bidder to ensure that regular functioning of the branch/office is not hampered. In case replacements are not arranged, Bank shall pay only the proportionate amount of Resident resource charges during the particular quarter. The Bank shall also impose a penalty of 0.5% of the respective resident resource charges payable to the Bidder for that quarter for each week and part thereof of absence. However, total penalty under this clause will be limited to 20% of the total charges payable for Resident Resource charges for that quarter as mentioned in Table -D.

10.4.2. With respect to the non-performance of the resources against the tasks assigned by the Bank and mutually agreed terms and conditions between the bidder and the Bank while assigning the work, Bank reserves the right to deduct the additional penalty of 1% of the quarterly payable amount per instance with maximum cap of 5% of the quarterly payable amount along with the regular penalties mentioned in 10.40.1.

10.5. Penalties/Liquidated damages for not maintaining uptime:

10.5.1. If the selected bidder fails to maintain the guaranteed Uptime during contract period, the penalty for Uptime will be deducted as under.

Level of availability calculated on monthly basis	Penalty Amount
99.95% and above	No penalty
Above 98% and upto 99.94%	0.05% on purchase order value for every hour or part thereof.
Above 97% and upto 97.99%	0.10% on purchase order value for every hour or part thereof.
Above 95% and upto 96.99%	0.15% on purchase order value for every hour or part thereof.
Less than 95.00%	0.50% on purchase order value for every hour or part thereof.

10.5.2. The maximum penalty levied shall not be more than 10% of purchase order value plus GST during the contract period.

10.5.3. If monthly uptime is less than 95%, the Bank shall levy penalty as above and shall have full right to terminate the contract under this GeM bid and invoke PBG. The right of termination shall be in addition to the penalty. The above penalty shall be deducted from any payments due to the selected bidder during contract period.

10.6. Penalties/Liquidated Damages for non-performance: If the specifications of the RFP are not met by the bidder during various tests, the bidder shall rectify the same at bidders cost to comply with the specifications immediately to ensure the committed uptime, failing which the Bank reserves its right to invoke the Bank Guarantee.

10.7. The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.

10.8. If any act or failure by the 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.

10.9. If the 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.

10.10. Any financial loss to the Bank on account of fraud taking place due to Successful Bidder, its employee or their services provider's negligence shall be recoverable from the Successful Bidder along with damages if any with regard to the Bank's reputation and goodwill.

10.11. Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of the Bidder

10.12. The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may

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

10.13. All the above LDs are independent of each other and are applicable separately, and concurrently. However, the total Penalty/LD to be recovered under above clauses shall be restricted to 10% of the purchase order value during the contract period.

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

11. Scope involved during Contract period

During the period of contract, the selected Bidder shall perform the following:

- 11.1. The selected Bidder should inform Bank about all release/version change of patches/ upgrades/ updates of software/ OS/ middleware etc., as and when released by the selected Bidder /OSD.
- 11.2. If any software, license updates provided by the OSD as free of cost, it should be provided and installed & configured by the selected Bidder free of cost to the Bank during Contract Period.
- 11.3. Any corruption in the software/License/media shall be rectified during the full period of the contract, at no extra cost to the Bank.
- 11.4. The selected bidder shall make availability of spare parts/services, components etc. as and when required, and complete maintenance of the hardware/software/solution during Contract Period.
- 11.5. The support shall be given in person/email/fax/tele/remote access.
- 11.6. Only licensed copies of software shall be supplied. The selected Bidder shall grant an irrevocable perpetual license to the Bank to use the software. Further, all software supplied shall be of latest version.
- 11.7. The selected Bidder shall provide centralized complaint booking/lodging facility to the bank and the dash board shall be provided to the Bank. The method of booking complaints shall be E-mail, Toll-free no, on line portal, web, etc.
- 11.8. Escalation matrix as per Annexure-15 should be provided for post-delivery operational support, technical support, project related issues, etc.

12. Local support

- 12.1. The Bidder has to provide comprehensive onsite support for the contract period as detailed in the scope of work.
- 12.2. The scope of support should include advising & helping the Bank in implementing controls for the risk advised by regulators/Govt. of India.

- 12.3. The Support should be for an unlimited number of incidents reported to the selected Bidder and they have to provide a practical solution to resolve the issue. The support should be provided over phone, E mail web based, in person, if required. All escalations will be attended / responded-promptly not later than 30 minutes of reporting.
- 12.4. The Bidder is responsible for providing Incident Management for offered solution. Bidder is responsible for providing practical solution for resolution of the issues and implementation of the same to resolve the issue.
- 12.5. The Bidder will be responsible for attending complaints during all hours on 24*7*365 basis during contract period.
- 12.6. Support has to cover /solve day-to-day issue while using the supplied tools in our environment like resolving the issues related to incident, security threat, signature updates, daily updates, product related issues and any other issues to the Bank as per SOW/SLA at no extra cost.
- 12.7. The Bidder should help Bank in resolving any security observations as per the Information Security policy of the Bank.
- 12.8. **Response Time and Meantime to Restore [MTTR]:** Response Time shall be 1 hour and MTTR shall be 2 hours. Time specified above is from lodging of complaint by the Bank.

13. Mean Time Between Failures (MTBF)

If during the warranty period, any software items fails on three or more occasions in a quarter, such items shall be replaced by equivalent / superior new software items by the bidder at no additional cost to the Bank.

14. Software, Drivers and Manuals

- 14.1. 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.
- 14.2. All related documents, manuals, catalogues and information furnished by the bidder shall become the property of the Bank.

15. Documents, Standard Operating Procedures and Manuals

All related documents, manuals, Standard Operating Procedures (SOPs), best practice documents and information furnished by the Bidder shall become the property of the Bank.

16. Defect Liability

In case any of the supplies and equipment 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.

17. Subcontracting

- 17.1. 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.
- 17.2. 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.
- 17.3. 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.
- 17.4. 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.
- 17.5. 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. The selected Bidder should not sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (refer: F/No.6/18/2019-PPD dated 23/07/2020 of Public Procurement Division, Department of Expenditure, Ministry of Finance). Any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

18. Right to Audit

- 18.1. The selected Bidder (Service Provider) has to get itself annually audited by internal/external empaneled Auditors appointed by the Bank/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/such auditors in the areas of products (IT hardware/software) and services etc., provided to the Bank and the 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.
- 18.2. 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.

- 18.3.** 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. Amendment to Bidding Document

- 1.1. 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.
- 1.2. 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.
- 1.3. 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.

2. Bid System Offer

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

- 2.1. **Part A -Technical Proposal:** Indicating the response to the Qualification Criteria, Scope of Work and other terms & conditions for Selection of this RFP.
- 2.2. **Part B - Commercial Bid:** Furnishing all relevant information as required as per Bill of Material (Annexure-16) of this RFP.

3. Preparation of Bids

3.1. Part A -Technical Proposal

- 3.1.1. Before submitting the bid, the bidders should ensure that they conform 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.
- 3.1.2. Technical cum eligibility Proposal should be submitted as per the format in **Appendix-A**. Relevant technical details and documentation should be provided along with Technical Proposal.
- 3.1.3. It is mandatory to provide the compliance to Scope of Work in the exact format of **Annexure-9** of this RFP.
- 3.1.4. 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.
- 3.1.5. The Bank shall not allow / permit changes in the technical/functional requirements once it is submitted.
- 3.1.6. The relevant EMM 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.
- 3.1.7. The Technical proposal should be complete in all respect 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. The Part A - Technical cum Eligibility Proposal should be complete and should cover all products and services. Technical cum Eligibility without masked Bill of Materials will be liable for rejection.

3.1.8. Masked Bill of Material which is not as per below instruction will make Bid liable for rejection:

3.1.8.1. Should be replica of Bill of Material except that it should not contain any price information (with Prices masked).

3.1.8.2. It should not provide any price information like, unit price, tax percentage, tax amount etc.

3.2. Part B - Commercial Bid

3.2.1. Commercial Bid (Indicative) should be submitted as per instruction in **Appendix-B**.

3.2.2. 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-16**. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.

3.2.3. 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.

3.2.4. 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.

3.2.5. 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.

3.2.6. The bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank.

3.2.7. The Commercial Bid of only those bidders who are qualified in **Part-A Technical Proposal** will be opened online.

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

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

4.2. 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.

4.3. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Canara Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). The format for submission of EMD in the

form of Bank Guarantee is as per Appendix-D. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be rejected summarily.

- 4.4. 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.

- 4.5. Non submission of EMD with Technical Proposal leads to rejection of Bid.
- 4.6. 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.
- 4.7. The EMD may be forfeited/ Bank Guarantee may be invoked:
- 4.7.1. If the Bidder withdraws or amends the bid during the period of bid validity specified in this document.
- 4.7.2. 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.

5. 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.

6. 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.

7. Costs & Currency

The Offer must be made in Indian Rupees only as per Bill of Material (**Annexure-16**).

8. Erasures or Alterations

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

9. Assumptions/Presumptions/Modifications

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

10. Submission of Bids

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

First Official	Alternate Official
Senior Manager Canara Bank Centralized Procurement & Vendor Management Vertical, IT Wing, First Floor, Naveen Complex, 14 M G Road, Bengaluru - 560 001. Tel - 080 25584873	Assistant General Manager Canara Bank Centralized Procurement & Vendor Management Vertical, IT Wing, First Floor, Naveen Complex, 14 M G Road, Bengaluru - 560 001. Tel - 080 25590832

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

11. Bid Opening

11.1. The **Technical** shall be opened online, on the Date & Time specified in the GeM Bid Schedule.

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

11.3. 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 external consultants for evaluation of the bids. It is Bank's discretion to decide at the relevant point of time.

3.2. 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 evaluation criteria and other terms & conditions as stipulated in the RFP.
- 3.2.3. The Bidder should score minimum 70% marks in Technical evaluation criteria (Annexure-11) to qualify under Technical Proposal evaluation.

3.3. Commercial Bid:

The Commercial Bid of only that Bidders who qualified in Technical Proposal will be opened online and will be evaluated.

3.4. Techno Commercial Evaluation process

3.4.1. The Techno-Commercial evaluation process will consist of two stages:

3.4.1.1. Technical Evaluation

3.4.1.2. Commercial Evaluation

3.4.2. The evaluation process aims to find out the best fit (based on technical and commercial evaluation) of Bidder and can be summarized in the following points.

3.4.3. The technical proposal evaluation shall be performed first to identify the list of Bidders as per **clause 3.2.3**.

3.4.4. The Bidders scoring less than 70% marks in Technical evaluation criteria (Annexure-11) will not be considered for the selection process and their Commercial Bids will not be opened.

3.4.5. Each qualified Bidder in Technical Evaluation an overall mark of 70% or more marks in Technical evaluation criteria (Annexure-11) shall be assigned a Technical Score (T).

3.4.6. The Commercial bids of only those Bidders, who have been assigned with a Technical Score (T) after technical proposal evaluation, would be opened.

3.4.7. The Bidders should submit the commercial bill of material covering cost for each Services (for each line item) and total cost for the Bank as per Bill of Material (Annexure-16).

3.4.8. The Criteria for Technical Evaluation and Commercial Evaluation will have weightage of 70:30.

3.4.9. After completion of Commercial Bid evaluation. The Commercial Bid will comprise of the Total Cost for Bank (TC_B) and break-up of their final price as per Annexure-16.

3.4.10. The final selection of the Bidder will be based on the Technical Score (T) and the Total Cost to the Bank (TC_B). (T1H1 Basis).

3.4.11. Sample evaluation process is shown below:

Technical Scores:

Bidder 1 (B1)	Bidder 2 (B2)	Bidder 3 (B3)
Technical Score = T1 Max Technical Score = 100	Technical Score = T2 Max Technical Score = 100	Technical Score = T3 Max Technical Score = 100
Weighted Score (WT1) = 70*(T1/TH)	Weighted Score (WT2) = 70*(T2/TH)	Weighted Score (WT3) = 70*(T3/TH)
TH - Highest Technical Score achieved for the bid		

Commercial Scores:

Bidder 1 Total Cost for Bank = $B1TC_B$

Bidder 2 Total Cost for Bank = $B2TC_B$

Bidder 3 Total Cost for Bank = $B3TC_B$

Commercial Score Calculation:

$C1B = L1/B1TC_B * 30$

$C2B = L1/B2TC_B * 30$

$C3B = L1/B3TC_B * 30$

Where $L1 = \text{MIN} (B1TC_B, B2TC_B, B3TC_B)$

Final Scores:

Bidder 1 Score = $WT1+C1B$

Bidder 2 Score = $WT2+C2B$

Bidder 3 Score = $WT3+C3B$

Selected Bidder for the Bank = H1 (Max of Scores of Bidders 1, 2 and 3)

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. Bidders Presentation /Site Visits / Product Demonstration/POC

5.1. The Bank will conduct presentation on the features and functionalities as a Part of Technical Proposal evaluation, as per Annexure-10.

5.2. The Bank at its discretion call for providing of Proof of Concept (PoC) of proposed solution at the location which is identified by the Bank. Hence, Bidder is required

to arrange the required software in prior and need to submit the pre-requisites document in order to complete the POC within 10 Days.

- 5.3. Bidder are further required to be in preparedness to demonstrate the proposed solution/services by arranging for service delivery walk-through at their own installations/principals/ R&D labs duly meeting the specific requirements/issues raised by the Bank. As a part of the technical evaluation the Bank may at its discretion, request either all Bidder or any of them to arrange for the demonstration of their solution/services more than once if felt necessary before.
- 5.4. Setting of evaluation criteria for demonstrations shall be entirely at the discretion of the Bank. The decision of Bank in this regard shall be final and, in this regard, no correspondence shall be entertained.
- 5.5. Bidder has to complete the Proof of Concept (POC) of the proposed Solution/Services within the time limit which is defined by Bank.
- 5.6. All expenses incurred in connection with the above shall be borne by the Bidder. However, Bank will bear the travelling, boarding and lodging expenses related to its own personnel and its consultants, if any.
- 5.7. The presentation/document shared during the presentation/POC shall form the integral part of the offer made by the Bidder and features mentioned therein should be delivered as part of the offer by the Bidder at no extra cost to Bank, irrespective of the fact that such features are explicitly mentioned in the Bid or not.

6. 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/Consultants at each stage would be notified through GeM. Commercial Bids of only technical qualified Bidders/Consultants shall be opened. Final list of the Bidders (H1, H2 etc.) will be announced as indicated above. No separate intimation will be sent to successful Bidder.

7. Selection of successful Bidder

- 7.1. The H1 Bidder will be determined on the basis of the final scores as described under Techno-Commercial evaluation process.
- 7.2. 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.
- 7.3. 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
- 7.4. 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.
- 7.5. The Bidder who is H1 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. Project Ownership

3.1. If the Bidder is offering solutions/products from other Bidder s/principals, as required in this RFP, they shall detail the responsibilities of the parties involved and also submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the project. The Bidder must specify any and all relationships with third parties in respect of the ownership and also maintenance & support of all software related to Solution which are relevant to this RFP.

3.2. Ownership letter by the Bidder to be submitted (Undertaking letter by the Bidder taking the ownership of the project execution) in case third party also involved in project execution either fully or partially. The Bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership.

3.3. The Bidder also has to submit a certificate/Letter from OEM that the proposed services any other related software offered by the Bidder to the Bank are correct, viable, technically feasible for implementation and it will work without any hassles.

4. Acceptance of Offer

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

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

4.3. 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.

4.4. 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.

5. Award of Contract

5.1. The Bidder who is H1 will be referred as the selected Bidder and Bank will notify the name of the selected Bidder /s in GeM portal.

5.2. 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.

5.3. 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.

5.4. In case of non-receipt of acceptance by the due date, the Purchase Order shall have deemed to have been accepted by the vendor.

5.5. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.

6. Effective Date

6.1. 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.

6.2. 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.

7. 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.

8. Fixed Price

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

9. 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".

10. Security Deposit / Performance Bank Guarantee

- 10.1. The successful Bidder should submit a Security Deposit / Performance Guarantee as specified in GeM Bid Schedule within 15 days from the date of acceptance of the Purchase Order.
- 10.2. 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 5 % of the total order value
- 10.3. 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).
- 10.4. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Canara Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). However, it should be as per **Appendix-D**. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be summarily rejected.
- 10.5. Security Deposit/Performance Bank Guarantee should be valid for Total Contract Period from the date of acceptance of order and shall be retained till the completion of Contract period. The guarantee should also contain a claim period of Three months from the last date of validity.
- 10.6. 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.
- 10.7. The security deposit / bank guarantee will be returned to the Bidder on completion of Contract Period.
- 10.8. 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.

11. Execution of Agreement

- 11.1. 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.
- 11.2. 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.

11.3. 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.

11.4. If required, at the discretion of the Bank, the Selected bidder and the OEM(s) shall enter into Tripartite Agreement with Bank within thirty days from the acceptance of the Purchase Order, in the bank's format without any change. The format of the Tripartite Agreement will be shared with the selected Bidder along with PO. The Agreement shall be valid till all contractual obligations are fulfilled.

12. Pricing & Payments

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

12.2. 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

13. Order Cancellation/Termination of Contract

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

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

13.1.2. Serious discrepancies noted in the inspection.

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

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

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

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

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

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

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

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

- 13.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- 13.2.8. If found blacklisted by any Govt. Department / PSU / other Banks / CERT-In, during the course of contracted period.
- 13.2.9. Non satisfactory performance of the Project in terms of affecting the Core Systems of the Bank or the Core Business of the Bank and the functioning of the Branches/Offices of the Bank.
- 13.3. Bank shall serve the notice of termination to the Bidder at least 30 days prior, of its intention to terminate services without assigning any reasons.
- 13.4. In case the selected Bidder fails to conduct an event as per stipulated schedule, the Bank reserves the right to get it conducted by alternate sources at the risk, cost and responsibility of the selected Bidder by giving 7 days' prior notice to the Bidder.
- 13.5. After the award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one-month notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- 13.6. The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and security deposit, if any, under this contract.
- 13.7. 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 Bidder towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

SECTION G - GENERAL CONDITIONS

1. General Order Terms

Normally, the Order will be placed on the selected Bidder as per the details given in the bid document. But, if there is any change in name/address/constitution of the bidding Firm/Company at any time from the date of bid document, the same shall be informed by the 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 solution as per Annexure-12 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 selected 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 Bidder has to submit following KYC documents for onsite/Offsite engineer:
 - 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. Relieving Certificate of Previous employer - Duly attested photocopy by candidate and Bidder HR
 - 4.6.5. Passport - Duly attested photocopy by candidate and Bidder HR
 - 4.6.6. 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. Responsibility for Completeness

- 5.1. The selected Bidder shall ensure that the services provided meets all the technical and functional requirements as envisaged in the scope of the RFP.

5.2. 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.

5.3. 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.

6. 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.

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. Publicity

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

10. Insurance

The Hardware to be supplied will be insured by the Bidder against all risks of loss or damages from the date of shipment till such time, the same is delivered and installed at site and handed over to the Bank/Office. The Bidder has to obtain transit insurance cover for the items to be delivered from their factory/godown to the location and such

insurance cover should be available till installation of the Solution. If there is any delay in the installation which could be attributed to Bank, in such an event the insurance must be available for minimum 30 days from the date of delivery of Solution.

11. Guarantees

The Bidder should guarantee that the hardware items delivered to the Bank are brand new, including all components. In the case of software, the Bidder should guarantee that the software supplied to the Bank includes all patches, updates etc., and the same are licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation.

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:

12.2.1. procure for Bank the right to continue to use such deliverables;

12.2.2. 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

12.2.3. 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 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.

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 selected Bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. The selected Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The selected Bidder shall furnish an undertaking as given in **Annexure-6**.
- 13.2. No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.

14. Exit Management

14.1. Exit Management Plan

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

- 14.1.4. At the end of the contract period or during the contract period, if any other Service Provider is identified or selected for providing services related to Successful bidder scope of work, they shall ensure that a proper and satisfactory handover is made to the replacement Service Provider.
- 14.1.5. All risk during transition stage shall be properly documented by Successful bidder and mitigation measures shall be planned to ensure a smooth transition without any service disruption. Vendor/Service Provider must ensure that hardware supplied by them shall not reach end of support products (software/ hardware) at time of transition. Successful bidder shall inform well in advance end of support products (software/hardware) for the in-scope applications and infrastructure.
- 14.1.6. The transition & exit management period will start minimum six (6) months before the expiration of the contract or as decided by Canara Bank.
- 14.1.7. Successful bidder will provide shadow support for a minimum of 90 days or as decided by the Bank before the end of termination of notice period or expiry of the contract as applicable at no additional cost to the Bank.
- 14.1.8. In case of termination, the exit management period will start from effective date of termination, or such other date as may be decided by Canara Bank and communicated to Successful bidder.
- 14.1.9. Successful bidder must ensure closing off all critical open issues, any audit observation as on date of exit. All other open issues as on date of Exit shall be listed and provided to Canara Bank.
- 14.1.10. Successful bidder needs to comply with Banks requirements and any statutory or regulatory guidelines during the reverse transition period.

15. Training and Handholding

- 15.1. 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:
 - 15.1.1. Entire back-up History but not limited to archive policies, retention policies, restore policies, schedules, target storage, backup history.
 - 15.1.2. Change Request Logs
- 15.2. Assisting the new Service Provider/Bank with the complete audit of the system including licenses and physical assets
- 15.3. Detailed walk-throughs and demos for the solution
- 15.4. During the exit management period, the Vendor/Service Provider shall use its best efforts to deliver the services.
- 15.5. Successful bidder shall hold technical knowledge transfer sessions with designated technical team of Business and/or any replacement Service Provider in at least last three (3) months of the project duration or as decided by Bank.

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

16. Indemnity

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

17. Force Majeure

- 17.1. 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.
- 17.2. 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.
- 17.3. 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.

- 17.4. 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.

18. Responsibilities of the Bidder

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

- 18.1. 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.
- 18.2. The prices in the bid have not been disclosed and shall not be disclosed to any other Bidder of this RFP.
- 18.3. No attempt by the Bidder to induce any other Bidder to submit or not to submit a bid for restricting competition has occurred.
- 18.4. 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.
- 18.5. 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.
- 18.6. The selected Bidder should abide by guidelines issued by RBI Master Direction on Outsourcing of IT Services.
- 18.7. The selected Bidder should also abide by the provisions of Digital Data Protection Bill.

19. Corrupt and Fraudulent Practices

- 19.1. 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:
- 19.2. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution and "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- 19.3. 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.
- 19.4. 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.
- 19.5. The decision of Bank in determining the above aspects will be final and binding on 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.
- 19.6. Any effort/attempt by a Bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case-to-case basis.
- 19.7. The selected Bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for Supply, Installation, Implementation and Maintenance and Support of the Solution by the Bank.

20. Adoption of Integrity Pact

- 20.1. 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.
- 20.2. Only those Bidders, who commit themselves to the above pact with the Bank, shall be considered eligible to participate in the bidding process.
- 20.3. 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.

- 20.4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidder to disclose their foreign principles or associates.
- 20.5. 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.
- 20.6. 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.
- 20.7. 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.
- 20.8. 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.
- 20.9. Integrity pact shall be signed by the person who is authorized to sign the Bid.
- 20.10. The Name and Contact details of the Independent External Monitor (IEM) nominated by the Bank are as under:

Sri. Rakesh Jain Email:rakeshjain18@hotmail.com	Sri. D R S Chaudary Email:dilip.chaudhary@gmail.com
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21. 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.

22. Amendments to the Agreement

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

23. 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.

24. Social Media Policy

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

24.2. 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:

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

24.2.2. 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.

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

24.2.4. 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.

25. 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.

26. Legal Disputes and Jurisdiction of the court

26.1. 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.

26.2. 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.

27. Bidder Conformity

27.1. 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.

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

SECTION H- PURCHASE PREFERENCE

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

1. Micro & Small Enterprises [MSEs]:

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

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

2. Start-up:

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

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

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

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

- 3.1. "Local content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- 3.2. "Class-I Local Supplier" means a supplier or service provider whose goods, services or works offered for procurement meets the minimum local content as prescribed for Class-I local supplier under this order.
- 3.3. "Class -II Local Supplier means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class -II Local supplier' but less than that prescribed for 'Class -I Local supplier' under this order.
- 3.4. 'Non-Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement has local content less than that prescribed for 'Class-II Local Supplier' under this order.
- 3.5. The 'local content' requirement to categorize a supplier as 'Class I Local Supplier' is minimum 50%. For 'Class-II Local supplier' the 'local content' requirement is minimum 20%.
- 3.6. The margin of Purchase preference shall be 20%.
- 3.7. Purchase preference for local supplier, self-certification, compliance, monitoring and other terms & conditions shall be as per the aforesaid Guidelines/Notifications. The Guidelines may be treated as an integral part of the 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.
- 3.13. Canara Bank shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain complete back up calculation.

Annexure-1
Bid Covering Letter

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

Reference No:

Date:

To,

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

Dear Sir,

SUB: RFP for Selection of service provider for Supply, Installation, Implementation and Maintenance of Enterprise Mobility Management Solution for a period of three (3) years in Canara Bank

Ref: GEM/2023/B/4382634 dated 22/12/2023.

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

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

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

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

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

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

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

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

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

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

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

Date

Signature with seal

Name:

Designation:

Annexure-2
Pre-Qualification Criteria

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

SUB: RFP for Selection of service provider for Supply, Installation, Implementation and Maintenance of Enterprise Mobility Management Solution for a period of three (3) years in Canara Bank

Ref: GEM/2023/B/4382634 dated 22/12/2023.

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

Sl. No.	Qualification Criteria	Documents to be submitted In compliance with Qualification Criteria	Bidders Response
1.	Signing of Pre-Contract Integrity Pact	The Bidder should submit signed Pre-Contract Integrity Pact on Non-Judicial Stamp Paper of Rs.200/- or as per respective state Stamp Act whichever is higher 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 16/09/2020.	Certificate of local content to be submitted as per Annexure-5 as applicable.	
3.	The Bidder should be a partnership firm registered under LLP Act, 2008/ Indian Partnership Act, 1932 or Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013 and should have been in operation for a period of at least three years as on RFP date.	Copy of Certificate of LLP registration. (OR) Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company (OR) Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies.	
4.	Bidder shall be the Original Equipment Manufacturer (OEM)/ Original Software Owner (OSO)/ Original Software Developer (OSD) of Solution. (OR) An authorized dealer/distributor of the proposed Solution	If the applicant is OEM, an Undertaking Letter has to submit in this effect. (OR) If the bidder is an authorised dealer/ distributor, an authorisation letter from their OEM/ OSO/ OSD to deal/market their product in India and it should be valid for entire contract period from the date of submission of the bid.	



5.	The Bidder/OEM should have successfully implemented Enterprise Mobility Management for a minimum of 5,000 users/devices in at least one Scheduled Commercial Bank /BFSI/ PSU/ Government Organization during last three financial years(2020-21, 2021-22 & 2022-2023) in India.	The bidder/OEM should submit Satisfactory performance certificate from clients/ copies of purchase order/work order/ reference letter from the clients to this effect.	
6.	The Bidder should have an average annual turnover of Rs.50.00 Crores in the last three financial years (i.e., 2020-21, 2021-22 & 2022-2023). This must be the individual company turnover and not of any group of companies.	Bidder has to submit audited Balance Sheet copies for last 3 Years i.e. 2020-21, 2021-22 & 2022-2023 along with certificate from the Company's Chartered Accountant to this effect with Unique Document Identification Number.	
7.	The Bidder should have positive Net Worth as on 31/03/2023 and also should have not eroded by more than 30% in the last three financial years ending on 31/03/2023.	The Bidder should submit certificate from the Company's Chartered Accountant with UDIN to this effect.	
8.	The Bidder should agree and comply with the Bank's security policy and regulators i.e. Govt. of India / RBI / CERT-IN/NPCI/ DeitY/MeitY/SEBI/AMFI etc. guidelines; industry guidelines as well as complying with other country's regulatory guidelines wherever applicable	Self-declaration cum undertaking to be submitted	
9.	Bidders should not be under debarment/blacklist period for breach of contract/ fraud/ corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP.	The Bidder should submit self-declaration on the Company's letter head to this effect.	
10.	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 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 fulfill all requirements in this regard and	



	<p>a. An entity incorporated, established or registered in such a country; or</p> <p>b. A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d. An entity whose beneficial owner is situated in such a country; or</p> <p>e. An Indian (or other) agent of such an entity; or</p> <p>f. A natural person who is a citizen of such a country; or</p> <p>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p>	<p>are eligible to be considered" to be submitted in Company's letter head.</p> <p>[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]</p>	
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We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection. All documentary evidence / certificates confirming compliance to Qualification Criteria should be part of the RFP.

Date:
Place:

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 Selection of service provider for Supply, Installation, Implementation and Maintenance of Enterprise Mobility Management Solution for a period of three (3) years in Canara Bank

Ref: GEM/2023/B/4382634 dated 22/12/2023

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 Consultancy 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 Vertical, IT Wing,
Head Office (Annexe), Naveen Complex,
14 M G Road, Bangalore-560001.

SUB: RFP for Selection of service provider for Supply, Installation, Implementation and Maintenance of Enterprise Mobility Management Solution for a period of three (3) years in Canara Bank

Ref: GEM/2023/B/4382634 dated 22/12/2023

Dear Sir,

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

Place:
Date:

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



Annexure-5
Make in India Certificate

Bidder's Reference No. _____

Date.....

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

SUB: RFP for Selection of service provider for Supply, Installation, Implementation and Maintenance of Enterprise Mobility Management Solution for a period of three (3) years in Canara Bank

Ref: GEM/2023/B/4382634 dated 22/12/2023

Dear Sir/Madam,

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

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

Place:
Date:

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

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

SUB: RFP for Selection of service provider for Supply, Installation, Implementation and Maintenance of Enterprise Mobility Management Solution for a period of three (3) years in Canara Bank

Ref: GEM/2023/B/4382634 dated 22/12/2023

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/OEM in Last 3 Years and References

SUB: RFP for Selection of service provider for Supply, Installation, Implementation and Maintenance of Enterprise Mobility Management Solution for a period of three (3) years in Canara Bank

Ref: GEM/2023/B/4382634 dated 22/12/2023

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	6

(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 Selection of service provider for Supply, Installation, Implementation and Maintenance of Enterprise Mobility Management Solution for a period of three (3) years in Canara Bank

Ref: GEM/2023/B/4382634 dated 22/12/2023

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

SUB: RFP for Selection of service provider for Supply, Installation, Implementation and Maintenance of Enterprise Mobility Management Solution for a period of three (3) years in Canara Bank

Ref: GEM/2023/B/4382634 dated 22/12/2023

Sl. No.	Scope of Work
1. General:	
a.	Bank has decided to procure Enterprise Mobility Management Solution which is used to centrally manage the devices and push policies, whitelist applications, secure email access to corporate email and to securely wipe data from the devices remotely.
b.	The solution deployed should be compliant with Bank's IS, IT and Cyber Security policies, internal guidelines, regulatory requirements and countrywide regulations and laws from time to time.
c.	During the tenure of the contract, all upgrades or requirements in hardware, software, licensing, implementation of upgrades/ patches/ version changes etc., due to whatsoever reason including but not limited to EOL or EOS, would be done by the bidder without any additional cost to the bank.
d.	If a solution fails to meet the technical requirements of RFP during the implementation/before sign-off phase, Bank reserves the right to reject the solution with no cost to the Bank and recover all payments made for that solution. However, in such cases the bidder may offer alternate solution to the Bank which fulfils technical requirements of the RFP with no extra cost to the Bank.
e.	If during the contract period, the solution is not performing as per specifications in this RFP, bidder shall upgrade/enhance the devices or place additional devices and reconfigure the system without any extra cost to the bank till the required performance is achieved.
f.	As the late sign-off of any solution may impact the Warranty / AMC timelines under back-to back agreements of bidder with OEM, they are advised to take care of the same in their agreements with OEMS. The Bank will not consider any request for adjustments in such cases and will seek full three-year active life of each solution with full OEM support & services.
g.	Each solution's initial and future license requirements, infrastructure, storage requirements and other information is captured in Annexure-10 (A) - Sizing.
h.	The services / solutions offered should not have any significant adverse impact on the existing infrastructure / business of the Bank neither during installation nor



	during operation. There should be no service disruption as part of implementation or any upgrades. Any such incident may attract penalties.
i.	The services/ solutions offered should not require any Network Architecture change / existing device replacement on the part of the Bank.
j.	Bidder has to mandatorily comply with the specifications/requirement mentioned in Annexure-10. Bidder has to provide their response basing on which bank will provide marks.
k.	All solutions proposed must have a post- sales OEM production/Enterprise category support through established service centers / offices preferably within India. Selected bidder has to submit a copy of such support availed by them to the Bank.
l.	A robust documentation system needs to be in place for all to understand the process and their responsibilities.
m.	<p>The bidder shall also provide the following documents as part of the deliverables of the project:</p> <ul style="list-style-type: none"> • Original manuals of all proposed hardware/software/applications. • Standard Operating Procedures of Installation & Configuration Documents. • Network & Security Design Documents (Will be approved by the Bank) Troubleshooting Manual. • Executive summary report for the project to the management. • Functional and operational requirements. • Project design/plan. • Product description. • Guidance for best practices. • Implementation guidelines. • Business Continuity /archival /purging /back up Policies /procedures. • User acceptance test plan. • If any training materials. • Once a year health check-up report by OEM. All the above documents (soft copy or hard copy) should be provided by the bidder, vetted by the bank, suggestions incorporated by bidder and then provided to the Bank.
n.	The services/ solutions in scope should be designed with adequate redundancy and fault tolerance to meet the Business Continuity requirements of the Bank.
o.	The bidder should provide Help-line and resolution on technical issues without any additional cost.



p.	The bidder shall be responsible for patch updates of the deployed solution to make it compatible with the latest versions of Operating Systems, Browsers and other resources necessary for access within the contract period without incurring any additional cost for the Bank.
q.	The bidder should provide the application audit/security audit certificate for the product.
r.	The bidder shall be responsible for including any change request by the Bank in the solution offered at no additional cost to the bank during the tenure of the cost.
s.	During the period of the contract, the bidder may be required to carry out additional customization in existing module of their software to meet the requirement of Canara Bank which may arise out of changes for regulatory compliance without any additional cost.
2. <u>Gap Analysis and Customization:</u>	
a.	The bidder, in coordination with OEM should do a gap analysis and submit a detailed study of the Bank's infrastructure and requirements, road map mentioning all the pre-requisites, timeframe of mile-stones/ achievements leading to the full operationalization of the solution vis-à-vis Bank's requirement. The bidder has to develop the project plan, get it approved by the Bank and OEM and then implement the project based on timelines agreed. The Breach of agreed timelines will attract penalties mentioned in Service Level Agreement section of RFP. In Solution design the Security best practices should be taken care of by design team. All Solution's Architecture deployment & configurations done at the Bank should be vetted by OEM /bank authorized third party before Sign-Off from Bank.
3. <u>Audit Trail:</u>	
a.	The system should provide for adequate audit trail including log reports for all the activities and any changes in configuration, information/data changes, updations etc.
4. <u>Data Transfer and Migration:</u>	
a.	After the end of the contract period, the bidder should help Bank in migration of current database to the new vendor selected at no additional cost. The bidder will have to provide full support to the new vendor selected till the successful implementation of the portal (till portal goes live) at no additional cost.
5. <u>Security Features:</u>	
a.	<u>Data Encryption:</u> The system shall support a minimum of 256-bit encryption for sensitive data, and information while in transfer and conform to relevant guidelines wherever applicable.



b.	<u>Prevention of Unauthorized access:</u> The system shall integrate with bank's existing access control mechanisms - Privileged Identity Management solution and Active Directory.
6. Customization flexibility and scalability:	
a.	The system shall be scalable and shall permit expansion of both the capacity and functionality either with the existing configuration or through the addition of items, details of which shall be furnished by Canara Bank. The system shall incorporate the necessary requirements to meet the scope and requirements as stated.
7. Compliances:	
a.	The bidder's solution must comply with guidelines of RBI/ MeitY/PCI or any other guidelines of GOI or any regulatory authorities in respect of Enterprise Mobility Management Solution issued from time to time
8. Training	
a.	The selected bidder shall provide training by OEM to the identified Bank personnel / team on solution or features / service architecture, and functionality after implementation. The solution working should be demonstrated to the IT & Information Security Management and staff of the Bank after completion of the implementation and the review and feedback should be implemented. The selected bidder has to arrange the onsite-classroom training with workstations and required necessary amenities to facilitate the training. Trainer should be well experienced and must have industry certification. Location of the Training must be in Bengaluru only. The selected bidder should provide the training material and hands-on during the training.
b.	OEM Training to the Bank's team on administering, monitoring, supervising, report generation and usage of EMM tool.
c.	The details of the training are to be provided by the selected bidder and shall be subject to evaluation by the Bank to ensure that all the components of the system are covered in the training by the selected bidder.
d.	The selected bidder shall provide training to the participants without any cost to the Bank/ participants.
e.	The selected Bidder should also make provision for downloadable lessons / user manuals / procedure documents.
f.	The selected bidder shall provide OEM training to our bank officials post implementation in 2 batches (each batch consists of 10 officials) for 3 days for each year during the contract period.
9. Other Requirement	



a.	The bidder shall have in place a documented Quality and Audit process. A copy of the same shall be made available along with the technical bids.
b.	The solution should provide Custom Integrations at no additional cost
c.	The selected bidder has to ensure periodic Vulnerability Scanning and Penetration Testing, Secure Configuration Audit, Source code audit, Cloud Security Assessment (CSA) of the infra/Cloud set up as per Bank requirement/policy, regulator/government authorities' guidelines and any observations to be remediated.
d.	The selected bidder shall not allow any audit activities of the Bank's cloud infrastructure without getting prior written permission from the Bank.
e.	The selected bidder to notify the bank promptly in the event of security incidents or intrusions, or requests from foreign government agencies for access to the data, to enable the bank to manage these events proactively.
f.	The selected bidder shall also ensure that necessary enhancements are made to the services provided whenever there are changes sought either by the regulators or by Government of India.
g.	The ownership of the data shall always reside with the Bank. The bidder/Cloud Service Provider will only act as a custodian of Bank's data. No part of the Bank's data shall be used by the bidder/Cloud Service Provider for any purposes including but not limited to marketing and data mining.
10. Cloud Maintenance and Security:	
a.	In case the bidder proposes the solution in cloud, the below mentioned security has to be ensured by the selected bidder in collaboration with the CSP (Cloud Service Provider)
b.	The CSP for the deployments should be a MeitY (Ministry of Electronics and Information Technology) empaneled Cloud Service Provider.
c.	The CSP chosen by the bidder should be listed in CIS (Center for Internet Security) for having security hardening and configuration recommendations.
d.	The data should be stored within geography of India.
e.	The selected bidder has to preferably create a separate tenant in the cloud offering or ensure multi-tenant isolation, no communication with any neighbor apart from the bank's assets/resources.

f.	The bidder to ensure establishing necessary DC and DR Setup in multiple seismic zone separated by geo-graphical areas of the proposed system.
g.	In single region also, multiple availability zones should be available and setup for redundancy and fault tolerance purposes.
h.	Bidder has to ensure code related to the EMM solution has to be obfuscated properly with proprietary tools.
i.	The selected bidder shall ensure that the data that is stored on the cloud is protected and appropriate policies and controls are put in place to provide data privacy and protection.
j.	<p>Security Incident Event Monitoring (SIEM):</p> <p>a. The alerts from CSPs should be able to integrate with Bank's incident response process by automatically ingesting the alerts/logs offloaded to the Bank's SIEM.</p> <p>b. The CSP/TSP should establish a dedicated or managed SOC Team for ensuring security incident monitoring on 24x7 basis and effectively respond and remediate to security incidents.</p>
k.	<p>Key Management:</p> <p>a. Encryption keys which are used for encryption in cloud should support BYOK (Bring Your Own Keys) and use along with KMS (Key management Service).</p> <p>b. The encryption keys to be exchanged over a secure channel and the keys must be properly secured using Key Management Solution (KMS) and be accessible to the appropriate application/services on a need to know basis using properly defined IAM Policies.</p> <p>c. Ensure encryption key is not hardcoded and are obfuscated to avoid misuse of the same by an adversary having access to code.</p> <p>d. The CSP should support regular rotation of encryption keys and certificates and bidder has to configure accordingly.</p>
l.	<p>Cloud Security Posture Management (CSPM): The bidder chosen CSP should support cloud native service that helps the bidder and in case bank also to monitor, identify, achieve and maintain a strong security posture on the cloud. It should also allow examining cloud resources for security weakness related to configuration, operators and users for risky activities. Also upon detection, the native service can suggest, assist or take corrective actions. In case of non-availability of the native CSPM, bidder has to obtain service from external service provider for same.</p>
m.	<p>Data Portability:</p>



	The bidder to ensure that the solution provided to bank is flexible by providing suitable options such that data can be easily and seamlessly migrated in case if bank decide to switch to another CSP/TSP.
n.	The bidder to ensure that baseline security configuration of Operating System, Database, Web Server etc. is in accordance with the industry best practices preferably CIS Based benchmark images.
o.	The selected bidder should be required to establish point to point connectivity (Primary and secondary path) between Bank's DC & DR and the cloud service provider for having any internal application/resource integration. The selected bidder should factor necessary hardware such as middleware for the proposed integration with Bank's internal/On-prem resource.
p.	Data Backup: The selected bidder to ensure robust, consistent and regular back-up and recovery plans are in place. The data & configuration backups are to be taken in fully encrypted mode and maintained as per the Bank's policy/procedure.
q.	Security Patches and Updates: The bidder should ensure updating the systems/ cloud resources/ application/ instances/ hardware with the latest security patches to maintain a secure infrastructure/cloud infra.
r.	Certification/Compliance: a. The proposed solution has to comply with the following security standards ISO 27001, 22301, SOC II - Type 2 - Data Center and any cloud services has to be certified for the latest version of the standards. b. ISO/IEC 27017:2015 - Code of practice for information security controls based on ISO/IEC 27002 for cloud services and Information technology. c. Preferable: ISO 27018 - Code of practice for protection of personally identifiable information (PII) in public clouds. d. Preferable: ISO/IEC 27701 PIM (Privacy Information Management) certified. e. PCI DSS (if applicable) - compliant technology infrastructure for storing, processing, and transmitting credit card information in the cloud - This standard is required if the transactions involve credit card payments. f. The CSP/ selected bidder shall comply or meet any security requirements applicable to CSPs/bidders published (or to be published) by Ministry of Electronics Information and Technology (MeitY), Government of India or regulator or any standards body setup / recognized by Government of India from time to time and notified to the CSP/Bidder by MeitY as a mandatory standard.
s.	Any functions involving critical data/PII to be maintained on-premises only while functions involving non critical data/non-PII can be in Cloud thereby adopting Hybrid Cloud model approach. The selected bidder should factor necessary hardware such as database for storing such data on premise.

t.	Security Solutions: The resources in the cloud for the bank should be protected with adequate security solutions for having zero trust architecture of which the minimum-security solutions to be Anti-DDOS, Web Application Firewall, Network Firewalls, Antivirus (AV), End Detection and Response (EDR/XDR), Intrusion Detection and Prevention Systems, Integrity Monitoring etc.
u.	The CSP chosen by the bidder should be listed in CIS (Center for Internet Security) for having security hardening and configuration recommendations and the same has to be configured and enabled by the bidder.

We comply with the above Scope of Work, Non-compliance to any of the scope of work will lead to disqualification of the bidder in Technical proposal.

Date:

Signature with seal

Name:

Designation :

Annexure-10
Technical & Functional requirement

SUB: RFP for Selection of service provider for Supply, Installation, Implementation and Maintenance of Enterprise Mobility Management Solution for a period of three (3) years in Canara Bank

Ref GEM/2023/B/4382634 dated 22/12/2023

Bank intends to select bidder with the primary objective of the following:

Vendor is requested to furnish the appropriate response to the particulars asked by giving the compliance level as explained below. Explanations/suggestions by the vendor may be given in the Remarks column. If more explanation of a point is needed, documents can be attached to the Remarks Column in any section.

Compliance	Description
Yes	The vendor has capability of delivering in line with mentioned parameters.
No	The vendor doesn't have capability of delivering in line with mentioned parameters.

The specifications of proposed Enterprise Mobility Management are detailed below. These specifications are only indicative but not exhaustive.

Sl. No.	Technical Specifications	Mandatory(M) / Optional(O)	Bidders Response (Yes/No)	Remarks
Mobile Device Management				
1.	EMM should simplify mobility management, integrating mobile device management (MDM), mobile application management (MAM), Mobile Browser Management (MBM), Mobile Content Management (MCM), Mobile Email Management (MEM), Mobile Identity Management (MIM) into one comprehensive, single console solution.	M		
2.	EMM should provide flexible, comprehensive tools to secure data, deliver apps and content, MDM should give users what they need to be productive without compromising security or the user experience	M		
3.	EMM should centrally manage app protection and compliance policies across all apps.	M		
4.	Identify and track mobile device licenses	M		
5.	Disable some/all pre-installed applications that come with a commercial device	M		
6.	Restrict or manage the “side loading” of applications to prevent unapproved	M		



	installation of applications by removable media and / or USB connection.			
7.	Place prohibited applications installed on device in quarantine	M		
8.	Recognize multiple devices per user and support tenant wise separate permission for number of devices.	M		
9.	Enforce device authentication before device use	M		
10.	Support multi-tenant architecture, multi domain with customized branding	M		
11.	Provide app access through the creation of secure tunnel	M		
Controls and Policies: EMM should implement granular control with comprehensive per app policies including:				
	User authentication and re-authentication requirements:			
1.	In addition to password/PIN based authentication the solution should support integration with 2- Factor systems (Biometric or Mobile OTP)	M		
2.	Local data storage control	M		
3.	Enabling document sharing, copy/paste, data loss policies	M		
4.	Remote wipe individual applications, without affecting personal email and apps	M		
5.	Single sign-on authentication across native apps, with offline pin/access/authentication]	M		
6.	Supports integration with Directory Services (Active Directory, LDAP) to fetch existing directory services structure into the MDM solution such that changes in the AD/LDAP are synchronized with the solution in a secured manner.	M		
7.	Enable copy/paste, sharing , editing and opening of data and attachments only into authorized apps	M		
8.	Control attachment size limits	O		
9.	Save attachments to a secure folder within the app with no access to personal apps	M		
10.	Manage password policies, including length, complexity, history, expiration, and lockout.	M		
11.	Require AES-256 encryption for all data including all types of removable storage devices and also data on SD Card	M		



12.	Supports S/MIME signing and encryption	M		
13.	Sync and share apps across desktop, mobile and web.	M		
14.	Provide access to content repositories, such as SharePoint, Windows File Share, Box, Google Drive, etc.	M		
15.	Self-service distribution of apps to employees and other authorized users	M		
16.	Custom, branded enterprise app store	O		
17.	Convenient, single location for users to install the apps	M		
18.	Control which apps users are authorized to view and install with role-based policies	M		
19.	Allow users to rate and review apps	O		
20.	Reporting on app downloads	M		
Device Management for Mobile Devices				
1.	EMM solution should have centralized system for device management for the complex and heterogeneous mobile device landscape (iOS, Android).	M		
2.	Mobile Device Management solution should have mobile email and application rollouts, safeguard mobile data and devices, and gain comprehensive visibility and control of the mobile environment, regardless of platform, device type or service provider.	M		
3.	Mobile Device Management solution should have user-friendly processes to enroll, deploy, and configure all mobile devices, applications, and content for the enterprise. Solution should support Apple Device Enrollment Protocol (DEP) and Zero Touch for android.	M		
4.	The solution should send enrolment requests over-the-air using message services, email or a custom URL, QR	M		
5.	The solution should authenticate against Active Directory / LDAP, one time pass codes or Security Assertion Markup Language (SAML) based authentication.	M		
6.	Mobile Device Management solution should allow mobile administrators to enable policy controls from passwords and application restrictions and remote actions like device lock or wipe. Security options include: <ul style="list-style-type: none"> Policy options (e.g., passwords, remote wipe, app restrictions) can be targeted to specific users/ 	M		



	<p>groups and organization/corporate vs. personal devices.</p> <ul style="list-style-type: none"> Enforcement of mobile email access policies using email gateway or certificates. 			
7.	<p>Mobile Device Management solution should provide prevention of enterprise data loss and elimination of privacy concerns by separating organization/corporate and personal data. It should remove only organization/corporate data upon employee departure, without touching personal data. Identify only organization/corporate email, apps, docs, and any other content.</p>	M		
8.	<p>Mobile Device Management solution should provide cross-platform device management, with enterprise directory integration, role- based access control and content delivery.</p>	M		
9.	<p>Mobile Device Management solution should support with role-based access control. Organizations should be able to leverage the native reporting capabilities built into the system using predefined and customizable reports or leverage the product 's APIs for reporting via third party or internal reporting systems.</p>	M		
10.	<p>Mobile Device Management solution must have a unified device management across mobile operating systems, including iOS, MAC, Android and Windows through a central console. (Linux OS support may be considered as good to have)</p>	M		
11.	<p>The solution should integrate with Android for work and Apple DEP</p>	M		
12.	<p>Mobile Device Management solution should provide end-user friendly apps delivery for mobile devices of web apps, organization/corporate apps and third-party apps. It should support both push delivery of organization/corporate required apps and on-demand delivery of end user selected optional apps.</p>	M		
13.	<p>Mobile Device Management solution should report exact details of enterprise mobile assets at all times by leveraging built-in dashboards, reports, and alerts. Provides user, device, app, and profile details through detail views and customizable reports. Also, the Compliance Violation should be made available in the Dashboard</p>	M		



	with automated alert triggered to Admin / Users.			
14.	Mobile Application Management solution should allow organizations to enable mobile workforce productivity by managing the lifecycle of securing, distributing, and retiring apps. OEM should offer their own business productivity apps and avoid relying on Third-Party business productivity apps.	M		
15.	From one central console, Mobile Application Management solution should easily manage internally developed apps, third party apps, native apps or web apps across personally-owned and corporate managed devices. To safeguard apps and data, IT can apply granular application-level policies related to user authentication, data loss prevention and more.	M		
16.	Mobile Application Management solution must manage apps without managing devices by using a container: Application Management should work with or without mobile device management (MDM) to protect apps and data, not just the device by leveraging Mobile Application Management (MAM) approach.	M		
17.	Mobile Application Management solution should expand mobility: Application Management separates personal and corporate apps, giving organizations more flexibility to enable mobility in BYOD environments and the extended enterprise, without infringing on user privacy.	M		
18.	Mobile Application Management solution should add security by wrapping app to apply a layer of security and policy management, with/without a SDK or source code changes.	M		
19.	Mobile Application Management solution should have Corporate E-mail <ul style="list-style-type: none"> • secure app that brings organization/corporate email, calendar, contacts, notes, and tasks to the users. • Email data at rest on the device must be protected with FIPS-certified encryption that is independent of the device to help 	M		



	secure organization/corporate data in the event the device passcode is compromised.			
20.	Mobile Application Management solution should allow IT administrators to configure security policies such as preventing copy/paste of content or limiting the apps in which email attachments can be opened.	M		
21.	E-Mail should support a wide variety of mail servers, such as Microsoft Exchange, Office 365, Zimbra, using Microsoft Exchange ActiveSync.	M		
22.	Mobile Application Management solution should have work web - secure Web browser to provide safe access to internal Web-based applications and content.	M		
23.	Mobile Application Management solution should provide application management that enables self-service distribution of apps to employees and other authorized users, such as contractors or partners with Corporate App Store.	O		
24.	Mobile Application Management solution should provide SDK to enable in-house applications to be added in the container.	O		
25.	Support for implementation of full kiosk mode for selected set corporate owned devices with different make and models.	M		
26.	In Kiosk mode restrict device to run approved applications.	M		
27.	Kiosk mode must have the ability to restrict browser to a single/authorized web application and support whitelisting / blacklisting sites for browsers.	M		
28.	The solution should prompt users to accept a custom Terms of Use Agreement before gaining access to corporate resources on the device.	M		
29.	The solution should create and distribute customized acceptable usage policy.	M		
30.	Users should get notification in case of any change/modification in the policy.	M		



31.	The solution should support fully automated enrolment and activation process with Minimal User Intervention should provide individual or bulk device enrolments.	M		
32.	Approve or deny new mobile devices on the network in workflow based/automated process.	M		
33.	Enable device sharing and kiosk mode features and support and manage shared devices where a single device is shared among multiple users with granular security policies and configurations applied to each user independently of any other users or device-wide policies.	M		
34.	Use bring-your-own-device (BYOD) privacy settings to block collection of personally identifiable information.	M		
35.	Configure device or email wipe when maximum number of failed attempts is exceeded	M		
Enterprise Mobility Management				
Platform Architecture				
1.	Supports Platform - Android, iOS etc. and higher versions, Windows and MAC (Linux OS support may be considered as good to have)	M		
2.	Support for RESTful APIs for extensibility / workflows	M		
3.	Secure tiered-architecture (database server securely on internal network and not in DMZ)	M		
4.	Grouping of devices and users based on business units, organization groups, geographic locations, device ownership, etc.	M		
5.	Monitor device location for providing contextual authentication	M		
Device Management				
1.	Detect and resist jail-breaking and rooting of device	M		
2.	Can apply policies by device type or OS	M		
3.	Can disable/enable the camera and usage of SD Card.	M		
4.	Determines device compliance based on the OS version	M		
5.	Can configure the device to lock/wipe if the maximum number of failed login attempts is exceeded	M		
6.	Has an automatic policy control that deletes all enterprise policies, profiles,	M		



	apps and data if the management agent is removed			
7.	Remote troubleshooting of enrolled devices and administration.	M		
8.	Mobile asset and GPS tracking lock, perform detection and blocking of SIM change and wipe for lost or stolen devices or personal policies that span across devices.	O		
9.	View detailed hardware and software inventory reports	M		
10.	View application and network performance and data usage with proactive alerting when approaching user thresholds.	M		
11.	Ability to be a trusted certificate authority for establishing secure and trusted connection between mobile devices and enterprise systems by enabling secure communication, authentication and data protection within EMM Solution.	M		
12.	Provide Wi-Fi control-blacklist/whitelist selective Wi-Fi networks and detect and prevent manual override by user.	M		
13.	Monitor device status such as battery life, memory usage and CPU.	M		
14.	All MDM features have to be compatible with all mobile / tablet device make/vendors like Apple, Samsung, Motorola, Acer, Nokia , Nothing, LG, Xiaomi, Oppo, OnePlus, Asus, Vivo etc.	M		
15.	Set up screen lock and enforce password protection as per Bank's policy.	M		
16.	The solution should send alerts on encountering following scenarios <ul style="list-style-type: none"> • Device has not connected in a period of time. • Device has outdated policies. • Device does not have encrypted data protection • Device does not meet minimum OS version • Device has an installed application that is on disallowed applications list. • Device has an installed application that is not on allowed applications list. • Device does not have an application that is on the required applications list. • Device has uninstalled a previously installed required application 	M		



17	Solution must support Geo-Fencing of the enrolled devices	M		
Compliance				
1.	Fully configurable notification system (notify select admins or end users based on select events defined)	M		
2.	The solution should have comprehensive predefined security configuration assessment checks (settings) for different supported platforms as per industry standards such as ISO27001, PCI-DSS, and OWASP etc.	M		
Reports and Logging				
1.	Pre-configured policy reports (Compliance, asset management, applications, email, content, certificates, etc.)	M		
2.	Solution should provide dashboard to provide quick view into real-time deployment data from the admin console and gain a graphical summary of operations and compliance. The dashboard should also provide a comprehensive list of enrolled device and drill down into specific device and user details.	M		
3.	Centralized event log to capture all device and administrative events (logins, policy changes, application updates, configuration updates, etc.), view in the console and export reports	M		
4	The Solution should have the capability to integrate with the SIEM solution for logging and monitoring.	M		
Email Management				
1.	Support email, calendar, and contacts in a containerized environment	M		
2.	Prevent unmanaged / compromised / non-compliant devices from email access	M		
3.	Two factor email authentication	M		
4.	Whitelist applications for opening attachment	M		
5.	Encrypt email attachments (AES 256 encryption)	M		
6.	Rendering E-mail attachments within the containerized E-mail Client.	M		
7.	Disable access to all email attachments upon jailbreak/root detection (without internet connectivity)	M		
8	The Solution must have the ability to restrict the public access of Email Solution	M		



	of the Bank and allow the same only on the managed / enrolled devices. There should not be any licensing dependency from the Email Solution provider to achieve the use case.			
9	The Solution should support browser based as well as Client Based like Outlook etc. on various OS platform such as Android, iOS, MAC, Windows etc.	M		
10	The Solution should have the capability to frame custom policies for MEM as per the requirement of the Bank.	M		
11	The Solution should have the capability to exclude specific users (as decided by the Bank) for accessing corporate emails (conditional access) without EMM Solution. Further, the solution should have the capability to exclude conditional access of emails from endpoints which are in corporate network.	M		
Other Features:				
1	The Solution should have capability to integrate with existing endpoint management tools of the Bank i.e., (AV, EDR, DLP etc.)	M		
2	Mobile threat Defense Capabilities: a) System Vulnerabilities ➤ Continuously analyze devices to uncover system vulnerabilities. ➤ Automatically mitigate risk until the threat is eliminated. b) Malwares ➤ Automate responses and user notifications with remediation steps to remove the malware. ➤ Dynamically trigger device policy changes in EMM Solution. ➤ Block traffic to malicious server to contain the attack.	O		
Content Management				
1.	Solution should support installing "containerized" apps on mobile/smart phones for exclusive business use that is encrypted and separated from other smart phone data/applications; measures to initiate a remote wipe on the containerized app, rendering the data unreadable.	M		

2.	Integrates with existing on-premise repositories.	O		
3.	Content should be encrypted in-motion and at rest	M		
4.	Prevent copy / paste / screenshot / printing	M		
5.	Password protect shared content or encrypt and share content in a secure manner	O		
6.	Limit number of downloads for shared content or control content sharing and access	O		
7.	Block older software versions of apps	M		
Identity Management				
1.	Provides Microsoft AD credential integration	M		
2.	Natively integrates with Microsoft AD Certificate Services	M		
Self Service Portal				
1.	Provide user self-service portal to manage their own devices and corporate access (GPS, Policy and Security Management, Compliance visibility)	O		
2.	Apply privacy settings ensuring sensitive device data is not collected	M		
3.	Self-Service portal/app/ provision to showcase privacy features for end-users and means for users to see what organization can control on device	O		
Secure Browsing				
1.	Provide separate corporate browser for secure browsing.	M		
2.	Intranet browsing through secure tunnel.	M		
3.	Enforce security policies (Prevent copy/paste, Data at rest protection (cache, cookies, history))	M		
4.	Provision to whitelist the internal / corporate mobile / Web applications of the Bank on managed / enrolled devices through Secure Tunnel / VPN.	M		

Declaration:

1. We hereby confirm that we have various certificates/bench mark testing standards for the items quoted to meet the intent of the Bid.
2. We hereby confirm that we have back to back arrangements with third party hardware/software for providing continuous and un-interrupted support to meet SLAs obligations as per bid terms.

3. 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 our tender is liable to be rejected.

Date:

Signature with seal

Name:

Designation :

Annexure-10(A)

Sizing of Hardware including Software/OS for DC & DRC

(to be submitted on the letter head of the company/firm with authorized signatory seal and sign)

Quoted Hardware/Software/OS details for proposed EMM solution in both DC & DRC:

- 1) The bidder shall be responsible for Supplying, Installing, Implementing, Roll out & Maintaining the EMM solution, including the necessary Licenses, Hardware, Storage, Software, Middleware, Database, Operating System, Warranty support. Warranty support shall be available for the period of 3 year.
- 2) The bidders are required to quote for the entire solution including any Licenses, Hardware, Software, Middleware, Database, Operating System, Warranty support, etc. as may be required to fulfil the entire scope and requirements of the GeM bid.
- 3) The details of all such Licenses, Hardware, Software, Middleware, Database, Operating System, etc. as quoted by the bidder should be provided in the below format along with the Technical Bid.

Sl. No	Components (Hardware/ Software) (specify the list of items)	Qty.	Item Description With Specification Details	OEM of the Product	Model/ Version Name	Date of Release of Product	Date of End of Sale	End of Life (EOL) detail of the offered Product	End of Support (EoS) detail of the offered Product
1.	Hardware/ Appliance including OS & other software for EMM Solution for DC (specify the list of items serial wise)								
2.	Hardware/ Appliance including OS & other software for EMM Solution for DR (specify the list of items serial wise)								
3.	Any other Software/ Licenses								

DC (Should be in High Availability) & DRC Site (High Availability and in Sync DC Setup) - Bidder should suggest the architecture in consultation with solution architect along with justifications and should provide reasonable hardware components as per the requirements.

Note: At any point of time during the contract period, the resource utilization like CPU, Memory, Database etc. should not exceed 60 % of the total capacity.

Date

Signature with seal

Name:

Designation :

Annexure-11
Technical Evaluation Criteria

SUB: RFP for Selection of service provider for Supply, Installation, Implementation and Maintenance of Enterprise Mobility Management Solution for a period of three (3) years in Canara Bank

Ref: GEM/2023/B/4382634 dated 22/12/2023

Bidder's capability including proven relevant experience and capabilities of identified professionals for the project" is given below:

Sl. No.	Criteria	Evaluation Parameters	Documents to be submitted	Max marks
1.	<p><u>Bidder's Experience:</u> The bidder/OEM having experience in implementation of the proposed Enterprise Mobility Management in an Indian BFSI (Banking, Financial Sectors and Insurance) organization. (POCs done will not be treated as experience of the bidder)</p>	<p><u>No. of years of Experience</u> More than 4- 20 marks 2-4 years - 15 marks 1-2 years - 10 marks Less than 1 year- No marks</p>	<p>Documentary evidence of contracts executed along with completion certificate / invoices or any other document from the client certifying that Project has been implemented successfully.</p> <p>Reference from customer along with customer contact details are required.</p>	20
2.	<p>The Bidder/OEM should have successfully implemented Enterprise Mobility Management for users/devices in Scheduled Commercial Bank /BFSI/ PSU/ Government Organization.</p>	<p>More than 10,000 users/devices: 25 marks 7,500-10,000 user/devices: 15 marks 5000-7,500 user/devices: 10 marks Less than 5,000: No marks</p>	<p>Purchase Order along with invoice or work completion letter / Satisfactory letter to be submitted from the clients with the details of implemented and go live date.</p>	25



3.	The Bidder/OEM should have successfully implemented Enterprise Mobility Management in Scheduled Commercial Bank /BFSI/ PSU/ Government Organization	No. of Clients More than 4 Clients - 20 Marks 3-4 clients - 15 Marks 2 clients - 10 Marks	Purchase Order along with invoice or work completion letter / Satisfactory letter to be submitted from the clients with the details of implemented and go live date.	20
4.	The bidder should have certified resource for the proposed EMM solution	10 or more resource - 10 marks 5-9 resource - 5 marks Less than 5 resource - 0 marks	Copy of the certificates of the professionals and letter from Bidder's HR stating that they are on payroll of the bidder.	10
5.	Technical Presentation on Proposed Solution by the Bidder	Technical presentation will be evaluated on the following parameters: • Quality and completeness of Proposed solution • IT architecture (scalability & flexibility) • Approach & methodology • Project governance & team/ resource plan • Credentials (in India and globally) • Volumes handled Implementation timelines	Presentation to technical committee.	25
Total Maximum Marks				100

* The bidder should score minimum 70% of marks out of 100 marks for qualifying under Technical Evaluation. The bidders qualified under Technical Evaluation will be eligible for commercial opening.

Terms & Conditions

- Bank reserves the right to conduct interviews of the proposed team members.
- In case of absence of the allotted resource, the standby should perform the job of the absentee.
- Bank may reject such manpower if bank is not satisfied with his/her performance.

Declaration: 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, our response to this RFP is liable for rejection.

Date:

Signature with seal

Name:

Designation :

Annexure-12
Undertaking of Authenticity

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

SUB: RFP for Selection of service provider for Supply, Installation, Implementation and Maintenance of Enterprise Mobility Management Solution for a period of three (3) years in Canara Bank

Ref: GEM/2023/B/4382634 dated 22/12/2023.

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-13
Compliance Statement
[On Firm's / Company's letter head]

SUB: RFP for Selection of service provider for Supply, Installation, Implementation and Maintenance of Enterprise Mobility Management Solution for a period of three (3) years in Canara Bank

Ref: GEM/2023/B/4382634 dated 22/12/2023

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-14
Undertaking Letter
[On Firm's / Company's letter head]

SUB: RFP for Selection of service provider for Supply, Installation, Implementation and Maintenance of Enterprise Mobility Management Solution for a period of three (3) years in Canara Bank

Ref: GEM/2023/B/4382634 dated 22/12/2023

- a. We undertake that the proposed software/ tools/ solution to be supplied/ developed will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/ modifications done).
- b. We also confirm that we have quoted the services with GST only.
- c. 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.
- d. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.
- e. 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.
- f. We also confirm that we have not changed the format of BOM.

Date:

Signature with seal

Name:

Designation:



Annexure-15
Escalation Matrix

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

SUB: RFP for Selection of service provider for Supply, Installation, Implementation and Maintenance of Enterprise Mobility Management Solution for a period of three (3) years in Canara Bank

Ref: GEM/2023/B/4382634 dated 22/12/2023.

Name of the Bidder Firm:

Delivery Related Issues:

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

Service-Related Issues:

Sl. No.	Name	Level of Contact	Office Postal Address	Phone No.	Mobile No.	Fax	Email address
e.		First Level Contact					
f.		Second level contact (If response not received in 4 Hours)					
g.		Regional/Zonal Head (If response not recd in 24 Hours)					
h.		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-16
Bill of Material

SUB: RFP for Selection of service provider for Supply, Installation, Implementation and Maintenance of Enterprise Mobility Management Solution for a period of three (3) years in Canara Bank

Ref: GEM/2023/B/4382634 dated 22/12/2023.

Notes

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

Table -A

Price details of Enterprise Licenses for the Enterprise Mobility Management Solution
[Amount in Indian Rupees]

Sl. No.	Item Details	Unit Price (Excl. of Taxes)	No. of years	Qty.	Total cost (Excl. of Taxes)	Tax for Column c		Total Cost (Incl. of Tax)		
		a	b			c	d=a*b*c		% of Tax	Tax amt.
									e	f
1.	Enterprise subscription based Licenses for the Enterprise Mobility Management Solution with comprehensive Technical Support.		3	30,000						
2.	Additional Licenses		3	#20,000						
Total Cost for Enterprise Licenses for the Enterprise Mobility Management Solution (Sum of column of rows 1 and 2)										

For the 20,000 nos. of additional licenses, Bank at its discretion may procure the within the contract period of 3 years at the rates mentioned above.

Table -B

Price details for Hardware/Software for Enterprise Mobility Management Solution in Canara Bank

[Amount in Indian Rupees]

Sl. No.	Requirement Details	Unit Price with Three years Comprehensive onsite warranty and support (Excl. of Tax) for EMM Solution	Quantity	Total Cost with Three years Comprehensive onsite warranty and support (Excl. of Tax) for EMM Solution	Tax for Column C		Total Cost with Three years Comprehensive onsite warranty and support (Incl. of tax) for EMM Solution
					%tax	Tax Amt.	
		a	b	c=a*b	d	e	f=c+e
1.	Hardware/ Appliance including OS & other software for EMM Solution for DC (specify the list of items serially)						
2.	Hardware/ Appliance including OS & other software for EMM Solution for DR (specify the list of items serially)						
3.	Any other Software / Licenses						
4.	Total Cost for Hardware/Software including licenses etc. for Enterprise Mobility Management Solution (Sum of column of rows 1,2 and 3)						

Bidder has to provide the adequate quantity of items in Column-b of Table-B as required to cover the entire Scope of Work and Technical Requirements as mentioned in the document.

Bidder has to provide the details of all items quoted such as Hardware, Software, Operating System, Licenses, etc. along with its specification details in the as per Annexure-10 (A).

Table -C

Cost of the one-time implementation cost for the Enterprise Mobility Management Solution

[Amount in Indian Rupees]

Sl. No.	Item Details	Unit Price details (Excl. of Taxes)	Qty.	Total cost (Excl. of Taxes)	Tax for Column c		Total Cost (Incl. of Tax)
					% of Tax	Tax amt.	
		a	b	c=a*b	d	e	f=c+e
1.	One Time Implementation Cost, Configuration, Integration, UAT & Go Live as per Scope of Work and Technical Requirements of the RFP						
Total Cost of One-time implementation							

Table-D

Charges for Onsite Resources after Go-Live

[Amount in Indian Rupees]

Sl. No.	Description	Charges for one resource Per Month [Excl. of Taxes]	No. of Months	No. of Resources	Total Charges for resources [Excl. of Taxes]	Tax for Column d		Total Charges for resources [Incl. of Taxes]
						% of Tax	Tax Value	
		a	b	c	d=a*b*c	e	f	g=d+f
1.	L1 Support		36	3*				
2.	L2 Support		36	1*				
Total Cost for Onsite Resources for EMM Solution								

Note: *The count mentioned in Table-D is indicative only. Bank at its discretion can avail onsite resources based on the requirement. Bank can at its discretion decide the number of resources in case of Onsite support. The charges quoted above shall be fixed for the entire contract period.

Table E - Total Cost of Ownership Contract Period of 3 years

[Amount in Indian Rupees]

Sl. No.	Details	Total Cost of Ownership [inclusive of taxes]
1.	Cost of Enterprise Licenses (subscriptions) as per Table-A	
2.	Cost of the Hardware/Software as per Table -B	
3.	One-time implementation cost as per Table-C	
4.	Charges for Onsite Resources after Go-Live as per Table-D	
5.	Total Cost of Ownership Contract Period [Sum of row 1 to 4 of the Table-E]	

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-17
Manufacturer Authorization Form

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

No. _____ dated _____

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

Dear Sir,

SUB: RFP for Selection of service provider for Supply, Installation, Implementation and Maintenance of Enterprise Mobility Management Solution for a period of three (3) years in Canara Bank

Ref: GEM/2023/B/4382634 dated 22/12/2023.

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

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

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

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

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

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

Appendix -A
Instructions to be noted while preparing/submitted 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) Technical & Functional requirement as per Annexure-10
- 13) Sizing of Hardware including Software/OS for DC & DRC as per Annexure-10 (A).
- 14) Documents for Technical Evaluation Criteria as per Annexure-11.
- 15) Undertaking of Authenticity as per Annexure-12.
- 16) Compliance Statement as per Annexure-13.
- 17) Undertaking Letter as per Annexure-14.
- 18) Escalation Matrix as per Annexure-15.
- 19) Masked bill of Material as per Annexure-16.
- 20) Manufacturer Authorization Form as per Annexure-17.
- 21) 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-16.

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 Vertical,
Department of Information and Technology,
Naveen Complex, 14 M G Road,
Bengaluru - 560 001Karnataka

Dear Sir,

SUB: RFP for Selection of service provider for Supply, Installation, Implementation and Maintenance of Enterprise Mobility Management Solution for a period of three (3) years in Canara Bank

Ref: GEM/2023/B/4382634 dated 22/12/2023.

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 Vertical, IT 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 _____2023.

(SIGNATURE & SEAL OF THE BANK)

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

Name of the Bank: Canara Bank

Name of the Branch: IT Wing

IFSC Code: CNRB0000007

Appendix-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,
IT 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 10% of the Contract Price plus GST against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs_____ (Rupees_____) may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein

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

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

Dated this _____ day of _____ 2023.

For and on behalf of

_____ BRANCH MANAGER SEAL ADDRESS PLACE

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

Name of the Bank: Canara Bank

Name of the Branch: 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 _____, Deputy General Manager, IT Wing, HO, Bengaluru representing Canara Bank, of the BUYER, of the FIRST PART

AND

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

1.2. WHEREAS the BUYER proposes to select a **service provider for Supply, Installation, Implementation and Maintenance of Enterprise Mobility Management Solution for a period of three (3) years in Canara Bank** and the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER is willing to offer/has offered the stores/services and

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

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

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

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

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

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following: -

- 3.1. The BUYER represents that all officials of the BUYER, connected whether directly or indirectly with the procurement process are duty bound by rules and regulations governing their service terms and conditions not to demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 3.2. The BUYER will, during the pre-contract stage, treat all 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 External 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 EXTERNAL MONITORS

9.1. The BUYER has appointed two Independent External Monitors (hereinafter referred to as Monitors) for this Pact in accordance with the recommendations and guidelines issued by Central Vigilance Commission.

9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out of tendering process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities.

9.5. As soon as any event or incident of violation of this Pact is noticed by Monitors, or Monitors have reason to believe, a violation of this Pact, they will so inform the Management of the BUYER.

9.6. The BIDDER (s) accepts that the Monitors have the right to access without restriction to all Project /Procurement documentation of the BUYER including that provided by the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFP/Tender is being /has been submitted by BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER /Subcontractors () with confidentiality.

9.7. The BUYER will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an Impact on the contractual relations between the parties. The parties may offer to the Monitors the option to participate in such meetings.

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

10. FACILITATION OF INVESTIGATION

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

11. LAW AND PLACE OF JURISDICTION

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

12. OTHER LEGAL ACTIONS

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

13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 3 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 Bengaluru on

BUYER
Name of the Officer
Designation
Name of Wing
Canara Bank

BIDDER
CHIEF EXECUTIVE OFFICER/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 2023.

BETWEEN

Canara Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 112, J C Road, Bengaluru - 560002 in India, represented by the Authorised Signatory of its Information Technology 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;
2. 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.

**3. SCOPE OF WORK:**

The scope of work shall be as Per RFP/RFQ/EOI Document/ Bid No/PO No dated which as been included as Schedule I to this Agreement

4. TERM OF THE CONTRACT:

The contract shall be effective from _____ for a period of ____ years. The Contract shall be valid for the full duration till completion of all contractual obligations by the Vendor/Service Provider and PURCHASER for the current orders or further orders to be released by Vendor/ Service Provider as per the terms and conditions in this contract.

5. PAYMENT TERMS:

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

6. PENALTIES/LIQUIDATED DAMAGES

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

7. SECURITY DEPOSIT / PERFORMANCE OF BANK GUARANTEE:

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

8. ASSIGNMENT:

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

8.2. 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.

9. SUB-CONTRACTING:

9.1. 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.

9.2. 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.

10. SERVICE LEVELS:

During the term of the contract, the vendor shall maintain the Service Levels as detailed in Schedule II. In case the vendor fails to maintain the Service Levels, Liquidated damages as detailed in clause __ shall be imposed on the Vendor/Service provider.

11. ORDER CANCELLATION/TERMINATION OF CONTRACT:

11.1. 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:

- 11.1.1. Delay in delivery beyond the specified period for delivery.
 - 11.1.2. Serious discrepancies noted in the items delivered.
 - 11.1.3. Breaches in the terms and conditions of the Order.
 - 11.1.4. Non submission of acceptance of order within 7 days of order.
 - 11.1.5. Excessive delay in execution of order placed by the Bank.
 - 11.1.6. The Vendor/Service Provider commits a breach of any of the terms and conditions of the bid.
 - 11.1.7. The Vendor/Service Provider goes in to liquidation voluntarily or otherwise.
 - 11.1.8. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
 - 11.1.9. The progress made by the Vendor/Service Provider is found to be unsatisfactory.
 - 11.1.10. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- 11.2. Bank shall serve the notice of termination to the Vendor/Service Provider at least 30 days prior, of its intention to terminate services.
- 11.3. In case the Vendor/Service Provider fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor/Service Provider by giving 7 days' prior notice to the Vendor/Service Provider.
- 11.4. After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the Vendor/Service Provider is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure

shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.

- 11.5. The Bank reserves the right to recover any dues payable by the Vendor/Service Provider from any amount outstanding to the credit of the Vendor/Service Provider, including the pending bills and security deposit, if any, under this contract.
- 11.6. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Vendor/Service Provider towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.
- 11.7. Notwithstanding anything contained hereinabove, the Bank may terminate this contract by giving a 30 days' notice without assigning any cause.
- 11.8. 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.
- 11.9. 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.

12. Exit Management

12.1. Exit Management Plan

- 12.1.1. Vendor/Service Provider shall submit a structured & detailed Exit Management plan along with Training and Knowledge transfer for its exit initiated by the Bank.
- 12.1.2. 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.
- 12.1.3. The exit Management plan shall deal with the following aspects but not limited to of exit management in relation to the Service Level as a whole and in relation to in scope applications, interfaces, infrastructure and network and the scope of work.
 - 12.1.3.1. A detailed program of the transfer process that could be used in conjunction with a replacement vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer.

- 12.1.3.2. Plans for provision of contingent support to the Project and replacement Vendor/Service Provider for a reasonable period (minimum three month and maximum as per mutual agreement) after transfer or as decided by Canara Bank.
- 12.1.3.3. Plans for training of the Replacement Service Provider/Canara Bank staff to run the operations of the project. This training plan along with the training delivery schedule should be approved by Canara Bank. The delivery of training along with handholding support and getting the sign off on the same would be the responsibility of Vendor/Service provider.
- 12.1.4. At the end of the contract period or during the contract period, if any other Service Provider is identified or selected for providing services related to Vendor/Service Provider scope of work, they shall ensure that a proper and satisfactory handover is made to the replacement Service Provider.
- 12.1.5. All risk during transition stage shall be properly documented by 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.
- 12.1.6. The transition & exit management period will start minimum six (6) months before the expiration of the contract or as decided by Canara Bank.
- 12.1.7. 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.
- 12.1.8. In case of termination, the exit management period will start from effective date of termination, or such other date as may be decided by Canara Bank and communicated to Vendor/Service Provider.
- 12.1.9. 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.
- 12.1.10. Vendor/Service Provider needs to comply with Banks requirements and any statutory or regulatory guidelines during the reverse transition period.

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:

[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 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 above clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.
 - 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 empaneled Auditors appointed by the PURCHASER/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the PURCHASER/such auditors in the areas of products (IT hardware/software) and services etc., provided to the PURCHASER and the VENDOR is required to submit such certification by such Auditors to the PURCHASER. The VENDOR and or his/their outsourced agents/subcontractors (if allowed by the PURCHASER) shall facilitate the same. The PURCHASER can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the VENDOR. The VENDOR shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the PURCHASER.

- 15.2. Where any deficiency has been observed during audit of the VENDOR on the risk parameters finalized by the PURCHASER or in the certification submitted by the Auditors, the VENDOR shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the VENDOR shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- 15.3. The VENDOR shall, whenever required by the PURCHASER, furnish all relevant information, records/data to such auditors and/or inspecting officials of the PURCHASER/Reserve Bank of India and or any regulatory authority. The PURCHASER reserves the right to call and/or retain for any relevant material information/reports including auditor review reports undertaken by the VENDOR (e.g., financial, internal control and security reviews) and findings made on VENDOR in conjunction with the services provided to the PURCHASER.

16. Business Continuity Plan

- 16.1. The service provider/vendor shall develop and establish a robust Business Continuity and Management of Disaster Recovery Plan if not already developed and established so as to ensure uninterrupted and continued services to the Bank and to ensure the agreed upon service level.
- 16.2. The service provider/vendor shall periodically test the Business Continuity and Management of Disaster Recovery Plan. The Bank may consider joint testing and recovery exercise with the Service provider/vendor.

17. Corrupt and Fraudulent Practices

- 17.1. Vendor/Service Provider shall at all times observe the highest standard of ethics during the entire contract period.
- 17.2. Vendor/Service Provider shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for Supply, Implementation, Migration and Support of the Solution by the Bank.

18. CONFIDENTIALITY AND NON-DISCLOSURE:

- 18.1. VENDOR/ SERVICE PROVIDER shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. VENDOR/ SERVICE PROVIDER shall suitably defend, indemnify BANK for any loss/damage suffered by BANK on account of and to the extent of any disclosure of the confidential information. VENDOR/ SERVICE PROVIDER shall furnish an undertaking in the prescribed format.
- 18.2. No Media release/public announcement or any other reference to the Contract/RFP or any program there under shall be made without the written consent of the BANK, by photographic, electronic or other means.
- 18.3. Provided that the Confidentiality Clause may not be applied to the data or information which;
- a) Was available in the public domain at the time of such disclosure through no wrongful act on the part of VENDOR/ SERVICE PROVIDER.

- b) Is received by VENDOR/ SERVICE PROVIDER without the breach of this Agreement.
- c) Is required by law or regulatory compliance to disclose to any third person.
- d) Is explicitly approved for release by written authorization of the Bank.

18.4. Service Provider to ensure confidentiality of customer data and shall be liable in case of any breach of security and leakage of confidential customer related information.

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

19. FORCE MAJEURE:

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

- (i) Non-adherence to the standards/guidelines in relation to Social Media Policy issued by the Bank from time to time.
- (ii) Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of Social Media related systems and procedures.
- (iii) Any unauthorized use or disclosure of Bank's confidential information or data.
- (iv) 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

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. DISPUTE RESOLUTION MECHANISM:

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

24. 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.

25. 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:

26. 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.

27. Conflict of Interest

27.1. 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.

27.2. 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.

27.3. 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.

28. GENERAL CONDITIONS TO CONTRACT:

28.1. 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.

28.2. 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

28.3. Vendor/Service Provider shall abide/comply to RBI Latest guidelines on IT Outsourcing Policy in dealing with bank

28.4. 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.

- 28.5. 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.
- 28.6. 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.
- 28.7. 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.
- 28.8. 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.
- 28.9. 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.
- 28.10. 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. Non-disclosure Contract (NDA) will have to be executed with the BANK as per the format prescribed by the Bank.

If to BANK:

Registered Office Address: Canara Bank Head Office (Annex),
Centralized Procurement and Vendor Management Vertical,
Information Technology Wing,
#14, M G Road, Naveen Complex,
Bengaluru -560001

Designated Contact Person: (Designation)

Phone: 080-25599244

Email: hoditvmg@canarabank.com

If to VENDOR/ SERVICE PROVIDER:

Registered Office Address:

Designated Contact Person: Sri. _____ (_____)

Phone: +91-_____

Email: _____

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

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

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

In the presence of:

In the presence of:

Signature: 1:
Name:
Designation:

Signature: 1:
Name:
Designation:

Signature: 2:

Signature: 2:

Name:
Designation
Designation:

Name:
Designation
Designation: