

REQUEST FOR QUOTES [RFQ]

For

For Onboarding Fintech API Service Provider to integrate MSME related API's in Digital Lending Platform as a BCP arrangement for a period of one year.

This bid is restricted to the following vendors who are empaneled in Bank through EOI ref: EOI 04/2022-23 dated 06/02/2023 and EOI 01/2023-24 dated 19/05/2023.

1. M/s Scoreme Solutions Pvt. Ltd.
2. M/s Think Analytics Pvt. Ltd
3. M/s.Hyperverge Technologies Pvt. Ltd.
4. M/s Decentro Tech Private Ltd.
5. M/s Pixdynamics Private Ltd.
6. M/s M2P Fintech Pvt. Ltd.

BID SCHEDULE

Sl. No.	Description	Details
1.	RFQ No. and Date	RFQ-044/2024-25 dated 30/09/2024
2.	Name of the Wing	CP&VM Wing, HO
3.	Brief Description of the RFQ	For Onboarding Fintech API Service Provider to integrate MSME related API's in Digital Lending Platform as a BCP arrangement for a period of one year.
4.	Bank's Address for Communication	The Senior Manager Canara Bank, Single Tender Enquiry Processing Section Centralized Procurement & Vendor Management Wing, Head Office (Annexe), 1 st Floor, Naveen Complex, 14, M G Road, Bengaluru -560 001 Karnataka.
5.	Earnest Money Deposit (Refundable)	Rs.1,50,000/- (Rupees One Lakh Fifty Thousand Only)
6.	Performance Bank Guarantee/Bid Security	5% of the Total Contract Value (inclusive of Taxes)
7.	Last Date, Time and Venue for Submission of Bids	07/10/2024, Monday at 03:00 PM Canara Bank, Single Tender Enquiry Processing Section Centralized Procurement & Vendor Management Wing, Head Office (Annexe), 1 st Floor, Naveen Complex, 14 M G Road, Bengaluru 560001.
8.	Date, Time & Venue for opening of Technical Proposals.	07/10/2024, Monday at 03:30 PM Canara Bank, Single Tender Enquiry Processing Section Centralized Procurement & Vendor Management Wing, Head Office (Annexe), 1 st Floor, Naveen Complex, 14 M G Road, Bengaluru 560001.
9.	Date, Time & Venue for opening of Commercial Proposals	Will be intimated at a later date.
10.	Mode of submission of bids	Hard copy (The bid should be submitted in sealed cover addressed to the Bank at the below mentioned address within the date and time specified). Note: Bids sent through post/courier/email will not be accepted/evaluated. Bids should be deposited in the Tender Box only.
11.	Timelines	As per the RFQ terms and conditions
12.	Technical Specification	As per Annexure-I

1. About Canara Bank

- 1.1. CANARA BANK is one of the largest Public Sector Banks owned by Government of India. Canara Bank is a body Corporate and a premier Public Sector Bank established in the Year 1906 by Shri. Ammembal Subba Rao Pai and nationalized under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970. Canara Bank Head office is located at 112, J C Road Bengaluru - 560002, and Centralized Procurement and Vendor Management Wing is located at Naveen Complex, No.14, M G Road, Bengaluru - 560001.
- 1.2. The Bank is having pan India presence of more than 9616 branches, 26 Circle offices and 177 Regional Offices situated across the States. The Bank also has offices abroad in London, Dubai and New York.
- 1.3. The Bank is a forerunner in implementation of IT related products, services, and continuously making efforts to provide the state of art technological products to its customers.

2. About RFQ:

- 2.1. Bank intends to onboard Fintech API Service Provider to integrate MSME related API's in Digital Lending Platform as a BCP arrangement for a period of one year. However, the contract may be extended further period of one year at the same cost and terms & conditions without any enhancement in rate after reviewing the performance of the onboarded vendor by the Bank on completion of 1st year of the service.
- 2.2. The RFQ document is not a recommendation or invitation to enter the contract, agreement or any other arrangement in respect of the services, unless a purchase order or notification of award is published by Canara Bank if any, as an end result of this RFQ process. The provision of the services 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.

3. Objective

- 3.1. Canara Bank invites bids from reputed bidders to submit their response who fulfills the Technical Requirement as per Annexure-I.
- 3.2. The Bank intends to engage FinTech Service Provider for a period of one year to integrate MSME related API's in Digital Lending Platform as a BCP arrangement.

4. **Preparation of Bids:**

- 4.1. The Bid shall be typed or written in English language with font size of 12 in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The person or persons signing the bids shall affix signature in all pages of the bids, except for un-amended printed literature.
- 4.2. The Bid consists of Two (2) parts and it should be placed in two separate envelopes superscribed with 'Technical Proposal' and 'Commercial Bid' respectively and properly closed and sealed. Thereafter, both the envelopes shall be placed inside another envelope and properly closed and sealed. The final envelope should be superscribed as **"RFQ 044/2024-25 dated 30/09/2024 for Onboarding Fintech API Service Provider to integrate MSME related API's in Digital Lending Platform as a BCP arrangement for a period of one year"** (includes separately sealed 'Technical Proposal' and 'Commercial Bid') on the top of the envelope. All the envelopes shall bear the name and complete postal address of the bidder as well as the addressee, namely the Deputy General Manager, Canara Bank, Single Tender Enquiry Processing Section, CP&VM Wing, First Floor, Naveen Complex, 14 M G Road, Bengaluru - 560001.
- 4.3. All the pages of bid including brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be paginated with name, seal and signature of the authorized signatory. Bids with erasing / overwriting / cutting without authentication may be liable for rejection. Authorization letter with supporting documents for signing the Bid duly signed by Company's Authorized signatory should be submitted.
- 4.4. All the envelopes shall bear the name and complete postal address of the Bidder and authority to whom the Bid is submitted.
- 4.5. **Part A-Technical Proposal:**
 - 4.5.1. Technical Proposal should contain response to Annexure-I of this RFQ.
 - 4.5.2. 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.
 - 4.5.3. The Bank shall not allow / permit changes in the scope of work once it is submitted.
 - 4.5.4. The Technical Proposal should be complete in all respects and contain all information sought in this RFQ. The Part A-Technical Proposal should be complete and should cover all products and services.
 - 4.5.5. After ensuring the above, it shall be placed inside a separate envelope and sealed and super scribed on the top of the cover as "PART A-

Technical Proposal for RFQ 044/2024-25 dated 30/09/2024 for Onboarding Fintech API Service Provider to integrate MSME related API's in Digital Lending Platform as a BCP arrangement for a period of one year”.

4.6. Part B-Commercial Bid:

- 4.6.1. Bidders are requested to submit the Bill of Material as per the format and other terms and conditions of the RFQ. Deviations if any in Bill of Material will be summarily rejected by the Bank.
- 4.6.2. The participating bidder take utmost care while submitting the Price bid in this RFQ. Any change in Bill of Material may be summarily rejected by the Bank.
- 4.6.3. Under no circumstances the Bill of Material should be kept in Part-A (i.e. Technical Proposal) Covers. The placement of Bill of Material in Part A (i.e. Technical Proposal) covers will make bid liable for rejection.
- 4.6.4. Any change in the Bill of Material format may render the bid liable for rejection. The Commercial Bids that are incomplete or conditional are liable to be rejected.
- 4.6.5. 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.
- 4.6.6. The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank.
- 4.6.7. After ensuring the above, it shall be placed inside a separate envelope and sealed and superscribed on the top of the cover as “PART B-Commercial Bid for “RFQ 044/2024-25 dated 30/09/2024 for Onboarding Fintech API Service Provider to integrate MSME related API's in Digital Lending Platform as a BCP arrangement for a period of one year”.

5. Submission of Bids:

- 5.1. The Name and address of the Bidder, RFQ No. to be specifically mentioned on the Top of the envelope containing Bid.
- 5.2. The bid/s properly superscribed in the manner prescribed in earlier clauses of this RFQ should be deposited in the Tender Box at the Place, Venue, Date and Time mentioned in bid schedule in Page-3 of this document.
- 5.3. If the last day of submission of bids is declared as a holiday under NI Act by the Government subsequent to issuance of RFQ, the next working day will be deemed to be the last day for submission of the RFQ. The Bid/s which is/are deposited after the said date and time shall not be considered.

- 5.4. Bids sent through post/courier will not be accepted/ evaluated. Bids should be deposited in the Tender Box.
- 5.5. If the envelopes, including the outer envelope is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid's misplacement or premature opening.
- 5.6. The following officials will facilitate in bid related queries and make arrangements for deposit of bid documents:

First Official	Alternate Official
Mr. Kranthi Kumari R Senior Manager Canara Bank Single Tender Enquiry Processing Section, CP&VM Wing, First Floor, Naveen Complex, 14 M G Road, Bengaluru - 560 001. Tel - 080 25590832	Pradeep Shukla Divisional Manager Canara Bank Single Tender Enquiry Processing Section, CP&VM Wing, First Floor, Naveen Complex, 14 M G Road, Bengaluru - 560 001. Tel - 080 25590832

In case bid documents are too bulky to be placed inside the tender box, arrangements will be made by the above-mentioned officials to receive the tender. However, bidder should reach the venue before the date and time stipulated.

6. Project Timelines

- 6.1. The Bidder should accept the Purchase Order within seven (7) days from the date of issuance of Purchase Order.
- 6.2. Bank shall provide the address and contact details for delivery of required services (if applicable) while placing the order.
- 6.3. Bidders are requested to keep the following timelines with regard to the completion of the project:

S.N.	Task Projected	Timeline
1	Integration of APIs	Within 30 days from the date of acceptance of purchase order

7. Bid Opening:

- 7.1. The Part A-Technical Proposal shall be opened in the presence of the Bidder's representative/s who may choose to attend the bid opening as per following schedule mentioned Bid Schedule of this document.
- 7.2. Bidder's representative may be present in the place and venue well in time along with an authorization letter in hand for each bid opening under this RFQ, as per the format (Annexure-C) enclosed.
- 7.3. Note: Authorization letter should be carried in person and shall not be placed inside in any of the bid covers.
- 7.4. Attendance of all the representatives of the bidders who are present at bid opening will be taken in a register against Name, Name of the Company and with full signature.
- 7.5. The Bidders may note that no further notice will be given in this regard. Further, in case the bank does not function on the aforesaid date due to unforeseen circumstances or declared as holiday then the bid will be accepted up to 3.00 PM on the next working day and bids will be opened at 3:30 PM at the same venue on the same day.
- 7.6. The following details will be announced at the time of bid opening.
- 7.7. Name of the Bidders.
- 7.8. Such other details as the Bank at its discretion may consider appropriate.
- 7.9. If any of the bidders or all bidders who submitted the tender are not present during the specified date, time, and venue of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the Part A - Technical Proposal in their absence.

8. Earnest Money Deposit (EMD):

- 8.1. The Bidder(s) shall furnish, as part of its bid, Bid Security / Earnest Money Deposit in the form of Bank Guarantee issued by a Scheduled Commercial Bank in India, other than Canara bank, to be valid for a period of 6 months from the Last date of submission of Bid Document, together with a claim period of 30 days, in the format enclosed (Annexure-IV), in favor of Canara Bank for an amount mentioned hereunder:

Description	EMD Amount
For Onboarding Fintech API Service Provider to integrate MSME related API's in Digital Lending Platform as a BCP arrangement for a period of one year".	₹1,50,000/- (Rupees One Lakh Fifty Thousand Only)

- 8.2. The EMD Bank Guarantee issued by the issuing Bank (issuing bank should be Other than Canara 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). SFMS Confirmation shall be submitted along with the EMD document.
- 8.3. The Bidder has the provision to remit the Earnest Money Deposit through online mode to below mentioned account for this RFQ:

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

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

- 8.4. Non-submission of Earnest Money Deposit will lead to outright rejection of the offer.
- 8.5. The EMD / Bid Security of the Selected Bidders will be discharged upon the Bidder's signing the Contract/SLA (Service Level Agreement) & furnishing the Performance Security in the form of Bank Guarantee for due fulfillment of the performance obligations during the entire warranty period.
- 8.6. The EMD / Bid Security of Unsuccessful Bidders will be discharged or returned as promptly as possible, on completion of the procurement process, without any interest thereon, but not later than 30 days after the expiration of the period of Bid validity prescribed by the Bank.
- 8.7. The bid security may be forfeited under the following circumstances:
- 8.7.1. If a Bidder withdraws its Bid during the period of Bid validity or
- 8.7.2. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or The bidder violates any of the provisions of the terms and conditions of this tender specification.
- 8.8. The Bid security may be forfeited, in case of a successful Bidder, if the Bidder fails:
- 8.8.1. To accept the purchase order.
- 8.8.2. Withdraws his tender before furnishing unconditional and irrevocable Performance Bank Guarantee
- 8.8.3. To sign the Contract / SLA within the stipulated time in the form and manner to the satisfaction of the Canara Bank or

8.8.4. To furnish Performance Bank Guarantee (PBG) valid till the end of warranty period + grace period within the stipulated time, in the form and manner to the satisfaction of the Canara Bank.

8.8.5. To provide satisfactory services within the stipulated period or fails to comply with any terms of the RFQ or purchase order.

9. Acceptance of Offer:

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

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

9.3. 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 RFQ with or without modifications. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.

9.4. 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.

10. Award of Contract:

10.1. The bidder who is H1 as per calculation clause 11.2.11 will be referred as the selected bidder.

10.2. 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.

10.3. 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.

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

11. Evaluation of Bids

The Bank will evaluate the bids submitted by the Bidders under this RFQ. 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.

11.1. Technical Proposal:

- 11.1.1. The technical proposals submitted by the Bidders will be evaluated based on the documents submitted. Bank will seek clarifications, if required.
- 11.1.2. 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 RFQ.
- 11.1.3. The Bidder should score minimum 70% marks in Technical evaluation criteria (Annexure-III) to qualify under Technical Proposal evaluation.

11.2. Techno Commercial Evaluation process

- 11.2.1. The Techno-Commercial evaluation process will consist of two stages:
 - 11.2.1.1. Technical Evaluation
 - 11.2.1.2. Commercial Evaluation
- 11.2.2. 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.
- 11.2.3. The technical proposal evaluation shall be performed first to identify the list of Bidders as per **clause 11.1.2**.
- 11.2.4. The Bidders scoring less than 70% marks in Technical evaluation criteria (Annexure-III) will not be considered for the selection process and their Commercial Bids will not be opened.
- 11.2.5. Each qualified Bidder in Technical Evaluation with an overall mark of 70% or more marks in Technical evaluation criteria (Annexure-III) shall be assigned a Technical Score (T).
- 11.2.6. The Commercial bids of only those Bidders, who have been assigned with a Technical Score (T) after technical proposal evaluation, would be opened.
- 11.2.7. 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-II).

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

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

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

11.2.11. 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) = 30*(T1/TH)	Weighted Score (WT2) = 30*(T2/TH)	Weighted Score (WT3) = 30*(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:

$C1B = L1/B1TC_B * 70$
 $C2B = L1/B2TC_B * 70$
 $C3B = L1/B3TC_B * 70$
 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)

12. Normalization of Bids

12.1. 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;

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

OR

12.1.2. Revised submissions of the entire bid in the whole

12.2. 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 RFQ, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The shortlisted bidder/s, by submitting the response to this RFQ, agree to the process and conditions of the normalization process.

13. Selection of successful Bidder

13.1. The H1 Bidder will be determined on the basis of the final scores as described under Techno-Commercial evaluation process.

13.2. 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.

13.3. 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

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

13.5. The Bidder who is H1 will be referred as the selected Bidder / successful Bidder.

14. Bidders Presentation /Site Visits / Product Demonstration/POC

- 14.1. The Bank reserves the right to call for a presentation on the features and functionalities as a Part of Technical Proposal evaluation.
- 14.2. The Bank at its discretion call for providing of Proof of Concept (PoC) of proposed service 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.
- 14.3. Bidder has to complete the Proof of Concept (POC) of the proposed Services within the time limit which is defined by Bank.
- 14.4. Bidders are further required to be in preparedness to demonstrate the proposed 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 bidders or any of them to arrange for the demonstration of their services more than once if felt necessary before.
- 14.5. 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.
- 14.6. 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.
- 14.7. 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.

15. Execution of Agreement

- 15.1. Within 21 days from the date of acceptance of the Purchase Order, the selected Bidder shall sign a stamped “Contract Agreement” with the Bank at Bengaluru as per the format provided by the Bank (**Appendix-F**). Failure to execute the Agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected Bidder.
- 15.2. The Agreement shall include all terms, conditions and specifications of RFQ 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.

16. Payment Terms

16.1. Payment will be released after execution of Contract Agreement and the schedule will be as under:

Sl. No.	Payment Stages	Percentage of Payment	Conditions/Remarks
1.	API Usage Charges	100%	As per actual number of Successful hits of individual APIs. Quarterly in arrears and on submission of invoices by the bidder and Acceptance by the Bank Official.

16.2. Bank will release the payment on production of relevant documents/invoices. Please note that Originals of invoices (plus One Copy) reflecting GST, GSTIN, State Code, HSN Code, State Name, Taxes & Duties, Proof of delivery/successful hits of individual APIs duly signed by Bank officials.

16.3. The service provider has to submit integration report/Sign off report duly signed by the Bank officials of the respective section of the Wing in originals while claiming payment. The invoice and integration report should contain the actual number of the successful hits for the given APIs as per Scope of Work mentioned in this RFQ.

16.4. Bank will not pay any amount in advance.

16.5. Payment shall be released within 30 days from submission of relevant documents as per order terms.

16.6. The bank shall finalize the integration and Acceptance format mutually agreed by the service provider. The service provider shall strictly follow the mutually agreed format and submit the same while claiming integration and acceptance payment.

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

16.8. Based on satisfactory performance by the service provider Bank reserves the right to extend the contract for further period of one year at the same cost and terms & conditions without any enhancement in rate after reviewing the performance of the onboarded vendor on completion of 1st year of the service.

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

17. Uptime:

17.1. The Vendor shall guarantee a 24x7x365 availability with monthly uptime of 98% during the period of the Contract which shall be calculated on monthly basis.

17.2. The "Uptime" is, for calculation purposes, equals to the Total contracted hours in a month, less Downtime. The "Downtime" is the time between the Time of Failure and Time of Restoration within the contracted hours. "Failure" is the condition that renders the Bank unable to perform any of the defined functions on the Solution. "Restoration" is the condition when vendor demonstrates that the solution is in working order and the Bank acknowledges the same.

17.3. If the vendor 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 vendor shall provide the Monthly uptime reports during the contract period.

17.4. The Downtime calculated shall not include any failure due to bank, third party and Force Majeure.

17.5. The percentage uptime is calculated on monthly basis as follows:

$$\frac{\text{(Total contracted minutes in a month - Downtime minutes within contracted minutes)}}{\text{Total contracted minutes in a month}} \times 100$$

17.6. Contracted minutes of a month = No. of days in that month X 24 X 60.

18. Penalties/liquidated damages:

18.1. Penalties/Liquidated damages for delay in integrating and sharing the APIs would be as under:

18.1.1. Non-compliance of the Supply/delivery and integration of APIs within 30 days from the date of acceptance of the Purchase Order, will result in imposing penalty of 0.50% on the cost of the respective API's mentioned in Table-A of BOM for delay in delivery and integration per week or part thereof by the Bank.

18.1.2. However, the total Penalty/LD to be recovered under clause 18.1.1 shall be restricted to 10% of the total value of the order.

18.2. Penalties/Liquidated damages for not maintaining uptime:

18.2.1. If the selected vendor fails to maintain the guaranteed Uptime during contract period, the penalty for Uptime will be deducted on monthly basis as under.

Level of availability calculated on monthly basis	Penalty Amount
98% and above	No penalty
Above 97% and upto 97.99%	0.05% purchase order value for every minutes or part thereof.
Above 96% and upto 96.99%	0.10% purchase order value for every minutes or part thereof.
Above 95% and upto 95.99%	0.15% purchase order value for every minutes or part thereof.
Less than 95.00%	0.50% purchase order value for every minutes or part thereof.

18.3. However, the total Penalty/LD to be recovered shall be restricted to 10% of the total cost of API Services.

18.4. 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 RFQ. The right of termination shall be in addition to the penalty. The above penalty shall be deducted from any payments due to the vendor during contract period.

18.5. Penalties/Liquidated Damages for non-performance: If the vendor does not meet the specifications of the RFQ during various tests, the vendor shall rectify the same at Vendors cost to comply with the specifications immediately, failing which the Bank reserves its right to impose penalty.

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

18.7. If any act or failure by the vendor 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.

18.8. If the vendor 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.

- 18.9. Any financial loss to the Bank on account of fraud taking place due to vendor, its employee or their services provider's negligence shall be recoverable from the vendor along with damages if any with regard to the Bank's reputation and goodwill.
- 18.10. If the service or any of its components behaves erroneously which results in monetary or business loss to the Bank, then the entire amount of such loss shall be recovered from the Vendor on actual basis. The maximum penalty under this category is limited to 5% of contract value.
- 18.11. The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the vendor under this purchase contract or otherwise from vendor or from any other amount payable to the vendor 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.
- 18.12. All the above LDs are independent of each other and are applicable separately and concurrently.
- 18.13. LD is not applicable for the reasons attributable to the Bank and Force Majeure.

19. Pricing & Payments

- 19.1. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be fixed for next two years.
- 19.2. 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

20. Security Deposit / Performance Bank Guarantee:

- 20.1. The successful bidder should submit a Security Deposit / Performance Bank Guarantee for 5% of the Order value within 30 days from the date of acceptance of the Order as per the format provided in **Appendix-G**.
- 20.2. 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 cost of the order will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 2.5% of the total order value.
- 20.3. 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). However, it should be as per Bank's format.

- 20.4. Security Deposit/Performance Bank Guarantee should be valid throughout the 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.
- 20.5. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and contract period.
- 20.6. The security deposit/bank guarantee will be returned to the bidder on completion of contract.
- 20.7. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.

21. Order Cancellation/Termination of Contract

- 21.1. 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:
 - 21.1.1. Delay in delivery of services in the specified period.
 - 21.1.2. Serious discrepancies noted in the inspection.
 - 21.1.3. Breaches in the terms and conditions of the Order.
- 21.2. 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:
 - 21.2.1. Non submission of acceptance of order within 7 days of order.
 - 21.2.2. Excessive delay in execution of order placed by the Bank.
 - 21.2.3. The selected Bidder commits a breach of any of the terms and conditions of the bid.
 - 21.2.4. The Bidder goes in to liquidation voluntarily or otherwise.
 - 21.2.5. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
 - 21.2.6. The progress made by the selected Bidder is found to be unsatisfactory.
 - 21.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

- 21.2.8. If found blacklisted by any Govt. Department / PSU / other Banks / CERT-In, during the course of contracted period.
- 21.2.9. 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.
- 21.3. 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.
- 21.4. 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.
- 21.5. 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.
- 21.6. 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.
- 21.7. 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.
- 22. Confidentiality and Non-Disclosure**
- 22.1. 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 **Appendix-E**.
- 22.2. No media release/public announcement or any other reference to the RFQ or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.

23. Subcontracting:

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

24. Defect Liability:

In case the product/items/service provided by the selected bidder is found to be defective or do not achieve the targeted performance as specified herein or with bugs within the period of the contract, the selected Bidder shall forthwith replace such defective service at no extra cost to the bank without prejudice to other remedies as may be available to the bank as per RFQ terms.

25. Exit Management

25.1. Successful bidder shall submit a structured & detailed Exit Management plan along with Training and Knowledge transfer for its exit initiated by the Bank.

25.2. 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.

25.3. 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.

25.3.1. 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.

25.3.2. 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.

25.3.3. 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.

- 25.3.4. 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.
- 25.3.5. 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.
- 25.3.6. The transition & exit management period will start minimum six (6) months before the expiration of the contract or as decided by Canara Bank.
- 25.3.7. 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.
- 25.3.8. 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.
- 25.3.9. 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.
- 25.3.10. Successful bidder needs to comply with Banks requirements and any statutory or regulatory guidelines during the reverse transition period.

26. Training and Handholding

- 26.1. 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:
 - 26.1.1. Entire back-up History but not limited to archive policies, retention policies, restore policies, schedules, target storage, backup history.
 - 26.1.2. Change Request Logs
- 26.2. Assisting the new Service Provider/Bank with the complete audit of the system including licenses and physical assets

- 26.3. Detailed walk-throughs and demos for the solution
- 26.4. During the exit management period, the Vendor/Service Provider shall use its best efforts to deliver the services.
- 26.5. 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.

27. Right to Audit:

- 28.1. 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.
- 28.2. 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.
- 28.3. 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.

29. Human Resource Requirement:

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

- 29.1. The 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 service.
- 29.2. The 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 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.
- 29.3. In case the performance of the Bidder/their CSP/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, The Bidder shall have to replace the said person within the time limits stipulated by the Bank. Where the Bidder fails to comply with the Bank's request, the Bank may replace the said person or their agents/employees on its own.
- 29.4. No right to employment in the Bank shall accrue or arise to the employees or agents of the Bidder, by virtue of engagement of employees, agents, etc. of The Bidder for any assignment under this project. It is further clarified that the arrangement herein with the Bidder is a contract for service.
- 29.5. The Bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for all critical activities.
- 29.6. The 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.

31. 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.

32. Legal Disputes and Jurisdiction of the court:

- 32.1.** 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 RFQ. 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.
- 32.2.** All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts in Bengaluru and the parties agree to submit themselves to the jurisdiction of such court as this RFQ/contract agreement shall be governed by the laws of India.

Annexure-I

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

SUB: For Onboarding Fintech API Service Provider to integrate MSME related APIs in Digital Lending Platform as a BCP arrangement for a period of one year.

Ref: RFQ 044/2024-25 dated 30/09/2024

All points mentioned in scope of work are mandatory to comply and non-compliance to any of the point lead to disqualification of the bidder during evaluation.

SI No	API	Description	Mandatory (M)/ Optional (O)	Bidder's Compliance (Yes/No)
1	UDYAM			
	a. UDYAM OTP BASED	Fetch Udyam Details along with PAN Number from Udyam number Input with customer consent	M	
	b. UDYAM NON OTP BASED	Fetch Udyam Details from Udyam number Input without customer consent	M	
2	GST			
	a. GST TURNOVER - 2 YEARS	GST Numbers, GST details, GST Turnover and filing details like filing period, filing date, delay in filing, etc from PAN/GST Number input	M	
	b. GST Profile	All GST Numbers and Basic details from PAN input (without consent)	M	
3	BANK STATEMENT ANALYSIS			
	a. Digital PDF/Account Aggregator	Bank statement Analysis from digital pdf or from account aggregator output in json/xml format	M	
4	FINANCIAL STATEMENT ANALYSIS			
	a. Digital PDF/XML or Json	Balance sheet analysis from digital pdf or xml/json input	M	
	b. Scanned Document	Balance sheet analysis from scanned document	M	

5	MCA DETAILS			
	a. Consolidated Basic Details	Fetch basic details from MCA	M	
	b. Detailed data	Fetch detailed data from MCA including 3 year financials	M	
6	ITR			
	a. ITR Filing verification	Verify ITR filing status of the customer for past 3 years	M	
	b. ITR Analysis	Fetch and analysis of the ITR document	M	
7	Other Verifications			
	Shop & Establishment Certificate	Registration Details Verification	M	
	Vehicle RC	Registration Details Verification	M	
	Export Import License	Registration Details Verification	M	
	Cersei Verification	Registration Details Verification	M	
	Other OVDs	Verify other OVDs like Passport, Driving License, Voter ID, etc	M	
	Litigation Check	To verify the legal details	M	

These services will support Canara Bank's Digital lending Platform, which is critical applications and hence bidder needs to provide 24*7 availability of all the services.

As a part of bid submission, Bidder will submit list of all the API's and services. Bidder is required to provide the cost of each service. The indicative list of services includes, but not limited to the above. Bidder will also be required to provide all the additional services that will be required to enable the digital lending journey apart from those mentioned above. For TCO calculation, the cost per hit*estimated hits listed in Bill of Material will be used. However, the payments will be on actual consumption basis only. Based on satisfactory performance by the service provider Bank reserves the right to extend the contract for a further period of 1 more years at the same cost and terms & conditions without any enhancement in rate after reviewing the performance of the onboarded vendor on completion of 1st year of the `service.

The Bidder shall provide per transaction rates for the definitions given along with the total cost (excluding GST) for the estimated quantum provided against each service above.

Bank will pay the Bidder on per successful transaction basis actual service utilization.

Bank provides no minimum guarantee for actual service utilization numbers. The Bidder should be able to produce proof of actual service utilization through the platform.

Bank will have the flexibility to execute bi-lateral agreements with direct data source providers at any point during the period of the contract.

The Fintech vendor on boarded should be responsible for resolving any technical issues being faced while usage of the API in coordination with DLP vendor.

In case of change in API platform the vendor API should be compatible with new platform and migration should be hassle free.

Fintech should ensure that the output of API should be in multiple format JSON / XML / SOAP or any other.

Bidder has to comply with the Scope of Work mentioned from Point no. 1 to 7 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-II

Bill of Material

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

SUB: For Onboarding Fintech API Service Provider to integrate MSME related API's in Digital Lending Platform as a BCP arrangement for a period of one year.

Ref: RFQ 044/2024-25 dated 30/09/2024

Notes

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

Table -A
(API Usage Charges)

SI No	API	Cost per API hit (Excl. of Taxes) (A)	No. of API hits * for TCO Calculation (in Lakhs) (B)	Cost of total No of Hits (Excl. of Taxes) [C=A*B*100000]	Tax % (D)	Tax Amount on Cost of total No of Hits (E) C*D	Cost of Total No. Of Hits (F=C+E)
1	UDYAM						
	a. UDYAM OTP BASED		0.2				
	b. UDYAM NON OTP BASED		0.1				
2	GST						
	a. GST TURNOVER - 2 YEARS		0.2				
	b. GST Profile		0.1				
3	BANK STATEMENT ANALYSIS						
	a. Digital PDF/Account Aggregator		0.1				
4	FINANCIAL STATEMENT ANALYSIS						
	a. Digital		0.1				

	PDF/XML or Json						
	b. Scanned Document		0.1				
5	MCA DETAILS						
	a. Consolidated Basic Details		0.1				
	b. Detailed data		0.1				
6	ITR						
	a. ITR Filing verification		0.1				
	b. ITR Analysis		0.1				
7	Other Verifications						
	Shop & Establishment Certificate		0.1				
	Vehicle RC						
	Export Import License		0.1				
	Cersei Verification		0.1				
	Other OVDs		0.1				
	Litigation Check		0.1				
	Total Cost						

***No. of hits is indicative only. Actual utilisation may vary (Increase or decrease) based on banks requirement, however the vendor has to provide at the same cost quoted above.**

****Bank reserves the right to extend the contract after 12 months for another one year at its own discretion at the same cost and terms & conditions without any enhancement in rate after reviewing the performance of the onboarded vendor by the Bank on completion of 1st year of the service.**

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 RFQ 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 RFQ.
- vi. The bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.

Date:

Signature with seal:

Name:

Designation :

Annexure-III

Technical Evaluation Parameters

SUB: For Onboarding Fintech API Service Provider to integrate MSME related API's in Digital Lending Platform as a BCP arrangement for a period of one year.

Ref: RFQ 044/2024-25 dated 30/09/2024

Sl. No	Particulars	Maximum Marks	Marks Awarded
1	Implementation experience of APIs as mentioned in Annexure-II (Bill of material) in other Schedule Commercial Banks (public /private sector/small finance bank/payment bank/ RRBs) or any listed companies for similar kind of projects. Note: Bidder has to submit Document proof or Artifact to verify the same	30	
2	No of API implemented in Other Banks >300 - Max 20 Marks 201-300- Max 15 Marks 101-200- Max 10 marks <100 - 0 Marks Note: Bidder has to submit Document proof or Artifact to verify the same	20	
3	Platform Experience in handling API Messages in Bank's Implementations: >=700 TPS :10 marks 500-699 TPS : 5 Marks <500 TPS :0 Marks Note: Bidder has to submit Document proof or Artifact to verify the same	10	
4	Integration experience with Lending Platform Note: Bidder has to submit Document proof or Artifact to verify the same	20	
4	Presentation and effectiveness of service. This may cover understanding of the proposed service, Implementation Experience. The presentation marking will cover overall scope and technical aspects within the proposed RFQ Note:Live Demo of the service to be given. Bank may ask to give demo on all mentioned channels & API Integration will be verified.	20	
	Total Marks	100 Marks	

*** 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.**

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 RFQ is liable for rejection.

Date :

Signature with seal

Name:

Designation:

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) Non-Disclosure Agreement as per **Annexure-E**.
- 3) Compliance to the Scope of Work as per **Annexure-I**.
- 4) Technical Requirements as per **Annexure-III**.
- 5) Documents for Technical Evaluation Criteria as per **Annexure- I & III**.
- 6) Masked bill of Material as per **Annexure-II**.

Appendix-B
Instructions to be noted while preparing/submitted 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-II.

Appendix-C
Authorization Letter Format

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

Ref No:

Date:

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

Dear Sir,

SUB: For Onboarding Fintech API Service Provider to integrate MSME related API's in Digital Lending Platform as a BCP arrangement for a period of one year.

Ref: RFQ 044/2024-25 dated 30/09/2024.

This has reference to your above RFQ.

Mr./Miss/Mrs. _____ is hereby authorized to attend the bid opening of the above RFQ 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,
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
Non-Disclosure Agreement

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

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 service, 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:

Appendix-F
CONTRACT AGREEMENT

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

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

BETWEEN

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

AND

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

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

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

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

1. DEFINITION AND INTERPRETATION:

1.1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the terms and conditions of RFP/RFQ/EOI/ Amendments/ LOI/ Purchase Order referred to.

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

All the above are collectively referred to as "the Transaction Documents" forming an integral part of the Contract are to be taken as mutually explanatory to one another. Detailed site orders as and when released shall form an integral part of

this contract. However, in case of conflict between the Clauses of the Contract and Schedules appended to the Contract, provisions of the Clauses of the Contract shall prevail.

2. SCOPE OF WORK:

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

3. TERM OF THE CONTRACT:

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

4. PAYMENT TERMS:

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

5. PENALTIES/LIQUIDATED DAMAGES:

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

6. SECURITY DEPOSIT / PERFORMANCE BANK GUARANTEE:

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

7. ASSIGNMENT:

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

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

8. SUB-CONTRACTING:

8.1. VENDOR/ SERVICE PROVIDER shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the

VENDOR/ SERVICE PROVIDER under the contract without the prior written consent of the BANK.

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

9. SERVICE LEVELS:

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

10. ORDER CANCELLATION/TERMINATION OF CONTRACT:

10.1. The Bank reserves its right to terminate this CONTRACT at any time without assigning any reasons, by giving a 30 day's notice.

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

10.2.1. Delay in delivery beyond the specified period for delivery.

10.2.2. Serious discrepancies noted in the items delivered.

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

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

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

10.2.6. The Vendor/Service Provider commits a breach of any of the terms and conditions of the bid.

10.2.7. The Vendor/Service Provider goes in to liquidation voluntarily or otherwise.

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

10.2.9. The progress made by the Vendor/Service Provider is found to be unsatisfactory.

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

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

10.4. In case the Vendor/Service Provider fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the

Vendor/Service Provider by giving 7 days' prior notice to the Vendor/Service Provider.

- 10.5. After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the Vendor/Service Provider is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- 10.6. The Bank reserves the right to recover any dues payable by the Vendor/Service Provider from any amount outstanding to the credit of the Vendor/Service Provider, including the pending bills and security deposit, if any, under this contract.
- 10.7. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Vendor/Service Provider towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.
- 10.8. Notwithstanding the existence of a dispute, and/ or the commencement of negotiation and mediation proceedings, Vendor/Service Provider should continue the services. Vendor/Service Provider is solely responsible to prepare a detailed Reverse Transition plan.
- 10.9. The Bank shall have the sole decision to determine whether such plan has been complied with or not. Reverse Transition mechanism would include services and tasks that are required to be performed/ rendered by the Vendor/Service Provider to the Bank or its designee to ensure smooth handover and transitioning of the Bank's deliverables.

11. EXIT MANAGEMENT PLAN:

- 11.1. Vendor/Service Provider shall submit a structured & detailed Exit Management plan along with Training and Knowledge transfer for its exit initiated by the Bank.
- 11.2. Vendor/Service Provider shall update the Transition and Exit management on half yearly basis or earlier in case of major changes during the entire contract duration. The plan and the format shall be discussed and approved by the Bank.
- 11.3. The exit Management plan shall deal with the following aspects but not limited to of exit management in relation to the Service Level as a whole and in relation to in scope applications, interfaces, infrastructure and network and the scope of work.
 - 11.3.1. A detailed program of the transfer process that could be used in conjunction with a replacement vendor including details of the means to be used to ensure continuing provision of the services throughout the

transfer process or until the cessation of the services and of the management structure to be used during the transfer.

11.3.2. Plans for provision of contingent support to the Project and replacement Vendor/Service Provider for a reasonable period (minimum three month and maximum as per mutual agreement) after transfer or as decided by Canara Bank.

11.3.3. Plans for training of the Replacement Service Provider/Canara Bank staff to run the operations of the project. This training plan along with the training delivery schedule should be approved by Canara Bank. The delivery of training along with handholding support and getting the sign off on the same would be the responsibility of Vendor/Service provider.

11.4. At the end of the contract period or during the contract period, if any other Service Provider is identified or selected for providing services related to Vendor/Service Provider scope of work, they shall ensure that a proper and satisfactory handover is made to the replacement Service Provider.

11.5. All risk during transition stage shall be properly documented by Vendor/Service Provider and mitigation measures shall be planned to ensure a smooth transition without any service disruption. Vendor/Service Provider must ensure that hardware supplied by them shall not reach end of support products (software/ hardware) at time of transition. Vendor/Service Provider shall inform well in advance end of support products (software/hardware) for the in-scope applications and infrastructure.

11.6. The transition & exit management period will start minimum six (6) months before the expiration of the contract or as decided by Canara Bank.

11.7. Vendor/Service Provider will provide shadow support for a minimum of 90 days or as decided by the Bank before the end of termination of notice period or expiry of the contract as applicable at no additional cost to the Bank.

11.8. In case of termination, the exit management period will start from effective date of termination, or such other date as may be decided by Canara Bank and communicated to Vendor/Service Provider.

11.9. Vendor/Service Provider must ensure closing off all critical open issues, any audit observation as on date of exit. All other open issues as on date of Exit shall be listed and provided to Canara Bank.

11.10. Vendor/Service Provider needs to comply with Banks requirements and any statutory or regulatory guidelines during the reverse transition period.

12. TRAINING AND HANDHOLDING:

12.1. Vendor/Service Provider shall provide necessary knowledge transfer and transition support to the satisfaction of the Bank. The deliverables as indicated below but not limited to:

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

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

13. INTELLECTUAL PROPERTY RIGHTS:

- 13.1. VENDOR/ SERVICE PROVIDER warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER shall ensure that the Solution supplied to the BANK shall not infringe the third party intellectual property rights, if any. VENDOR/ SERVICE PROVIDER shall ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as VENDOR/ SERVICE PROVIDER.
- 13.2. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, VENDOR/ SERVICE PROVIDER shall at its choice and expense:
 - 13.2.1. Procure for BANK the right to continue to use such deliverables.
 - 13.2.2. Replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables or
 - 13.2.3. If the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse BANK for any amounts paid to VENDOR/ SERVICE PROVIDER for such deliverables, along with the replacement costs incurred by BANK for procuring equivalent equipment in addition to the penalties levied by BANK. However, BANK shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, VENDOR/ SERVICE PROVIDER shall be responsible for payment of penalties in case service levels are not met because of inability of the BANK to use the proposed solution.

13.3. The indemnification obligation stated in this clause shall apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party to make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.

13.4. VENDOR/ SERVICE PROVIDER acknowledges that business logics, work flows, delegation and decision making processes of BANK are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Software/Service.

14. INDEMNITY:

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

14.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by VENDOR/ SERVICE PROVIDER;

14.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by VENDOR/ SERVICE PROVIDER;

14.1.3. Fines, penalties, or punitive damages levied on Bank resulting from supervisory actions due to breach, default or non-performance of undertakings, warranties, covenants, or obligations by the Vendor/Service Provider

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

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

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

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

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

15. RIGHT TO AUDIT:

15.1. The VENDOR has to get itself annually audited by internal/ external empanelled Auditors appointed by the PURCHASER/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the PURCHASER/such auditors in the areas of products (IT hardware/software) and services etc., provided to the PURCHASER and the VENDOR is required to submit such certification by such Auditors to the PURCHASER. The VENDOR and or his/their outsourced agents/subcontractors (if allowed by the PURCHASER) shall facilitate the same. The PURCHASER can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the VENDOR. The VENDOR shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the PURCHASER.

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

15.3. The VENDOR shall, whenever required by the PURCHASER, furnish all relevant information, records/data to 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.

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

18.3. Provided that the Confidentiality Clause may not be applied to the data or information which;

- a) Was available in the public domain at the time of such disclosure through no wrongful act on the part of VENDOR/ SERVICE PROVIDER.
- b) Is received by VENDOR/ SERVICE PROVIDER without the breach of this Agreement.
- c) Is required by law or regulatory compliance to disclose to any third person.
- d) Is explicitly approved for release by written authorization of the Bank.

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

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

19. FORCE MAJEURE:

19.1. VENDOR/ SERVICE PROVIDER shall not be liable for default or non-performance of the obligations under the Contract, if such default or non-performance of the obligations under this Contract is caused by any reason or circumstances or occurrences beyond the control of VENDOR/ SERVICE PROVIDER, i.e. Force Majeure.

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

20. SOCIAL MEDIA POLICY:

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

21. HIRING OF BANK STAFF OR EX-STAFF:

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

/duration after the date of resignation/ retirement/ termination after which the existing/ex/retired employee shall be eligible for taking up such employment shall be governed by regulatory guidelines/HR policies of the Bank

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

22.1. VENDOR/ SERVICE PROVIDER shall comply with Bank's various policies like Information Security policy and Cyber Security Policy, Internet Policy, Information System Audit Policy, E-Mail policy and Guidelines.

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

23. PROTECTION OF DATA:

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

23.2. Where the terms of the RFP/Gem Bid/PO/Agreement require any data to be maintained by the Bank, the Bank agrees to grant, Vendor/Service provider such access and assistance to such data and other materials as may be required by Vendor/Service Provider, for the purposes of correcting loss or damage to Bank data. If any data to be shared between the Bank and Vendor/Service provider for the purpose of the contract, the same shall be shared through secured channels in an encrypted manner. The Vendor/ Service Provider shall process the relevant data at _____ (furnish the location). If the Vendor/ Service Provider proposes any change in data processing location, the same shall be notified to the Bank before the change of location. Vendor/Service provider is required to adhere to RBI guidelines for storage of data in India as per regulatory requirements/instructions, also to provide complete details of data captured, processed and stored, maintain confidentiality of the bank's and its customer's data and report same to the bank. The data if any to be stored by the vendor shall be stored in an encrypted manner. Vendor/Service provider will be liable to bank for any event for security breach and leakage of data/information. No biometric data shall be stored/ collected in the system associated with the vendor, unless allowed under extant statutory guidelines. The vendor shall have a structured process in place for secured removal/disposal/destruction of data and the details of the same shall be provided to the Bank as and when required by the bank.

23.3. Data privacy and security of the customer's personal information shared by the Bank shall always be ensured by Vendor/Service Provider. The personal information of customers shall not be stored and processed by the vendor except certain basic minimal data (viz. name, address, contact details of the customer etc.) as required for the performance of its obligations under this Agreement. Vendor/Service Provider should ensure that it is complying with applicable guidelines issued by regulatory bodies on Digital Personal Data Protection Act 2023 and its future amendments and communications

24. DISPUTE RESOLUTION MECHANISM:

All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract or in discharge of any obligation arising under this Contract (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably by negotiation between the parties. In case of failure to resolve the disputes and differences amicably through negotiation, the matter may be referred to mediation with the assistance of a mediator mutually agreed upon after issuance of at least 30 days' notice in writing to the other party clearly setting out the intention to refer such dispute to mediation. Proceedings of mediation shall be governed by The Mediation Act, 2023. Place of Mediation shall be Bengaluru, India . Proceedings of the mediation shall be conducted in English language.

25. GOVERNING LAWS AND JURISDICTION OF THE COURT:

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

26. NOTICES:

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

If to BANK:

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

Designated Contact Person: (Designation)

Phone: 080-25599244

Email: suppliermanagement@canarabank.com

If to VENDOR/ SERVICE PROVIDER:

Registered Office Address:

Designated Contact Person: Sri. _____ (_____)

Phone: +91-_____

Email: _____

27. AMENDMENTS TO CONTRACT:

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

28. CONFLICT OF INTEREST:

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

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

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

29. ESCALATION MATRIX:

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

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

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

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

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

30. GENERAL CONDITIONS TO CONTRACT:

- 30.1. The VENDOR/ SERVICE PROVIDER shall during the validity of this contract, provide access to all data, books, records, information, logs, alerts and business premises relevant to the service provided under this agreement to the Bank.
- 30.2. The VENDOR/ SERVICE PROVIDER shall adhere to RBI guidelines for storage of data in India as per regulatory requirements, also to provide complete details of data captured, processed and stored, maintain confidentiality of the bank's and its customer's data and report same to the bank, Vendor/Service Provider shall be liable to bank for any event for security breach and leakage of data/information
- 30.3. The VENDOR/ SERVICE PROVIDER shall abide/comply with applicable guidelines issued by RBI on Outsourcing of IT services vide master direction note no:RBI/2023-24/102 DoS.CO.CSITEG/SEC.1/31.01.015/2023-24 dated 10/04/2023 and its future amendments and communications.
- 30.4. No forbearance, indulgence, relaxation or inaction by any Party [BANK or VENDOR/ SERVICE PROVIDER] at any time to require the performance of any provision of Contract shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of Contract.
- 30.5. No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of Contract shall be construed as a waiver of any right under or arising out of Contract or an acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Contract.
- 30.6. All remedies of either BANK or VENDOR/ SERVICE PROVIDER under the Contract whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative and not alternative may be enforced successively or concurrently.
- 30.7. If any provision of Contract or the application thereof to any person or Party [BANK/ VENDOR/ SERVICE PROVIDER] is or becomes invalid or unenforceable or prohibited by law to any extent, this Contract shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the Contract shall be valid and binding as though such provision had not been included. Further, the Parties [BANK and VENDOR/ SERVICE PROVIDER] shall endeavour to replace such invalid, unenforceable or illegal provision by one that is valid, enforceable, and legal and achieve substantially the same economic effect as the provision sought to be replaced.

- 30.8.** None of the provisions of Contract shall be deemed to constitute a partnership between the Parties [BANK and VENDOR/ SERVICE PROVIDER] and neither Party [BANK nor VENDOR/ SERVICE PROVIDER] shall have any right or authority to bind the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.
- 30.9.** Contract shall not be intended and shall not be construed to confer on any person other than the Parties [BANK and VENDOR/ SERVICE PROVIDER] hereto, any rights or remedies herein.
- 30.10.** Contract shall be executed in English language in 1 (one) original, the BANK receiving the duly signed original and VENDOR/ SERVICE PROVIDER receiving the duly attested photocopy.
- 30.11.** The vendor/service provider shall ensure compliance with any modifications/changes in the applicable Law by Legislators and/or regulators during the currency of the contract and the contract shall be subject to the applicable law. If any modifications are required in existing applications/services due to change in the applicable Law by the Legislator and/or regulators, the vendor shall make the necessary changes as per the instructions of the Bank. Payment terms for the modifications/changes necessitated due to change in applicable law shall be mutually agreed between the Bank and the Vendor/Service Provider. For this purpose "Applicable Law" means all the (a) applicable provisions of the constitution, treaties, statutes, laws (including the common law), codes, rules, regulations, ordinances, or orders of any Government Authority of India, Regulators; (b) orders, decisions, injunctions, judgments, awards, decrees, etc., of any Government Authority, Regulators including but not limited to rules, regulations, guidelines, circulars, Frequently Asked Questions (FAQs) and notifications issued by the RBI from time to time; and (c) applicable international treaties, conventions and protocols that become enforceable from time to time.

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

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

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

In the presence of:

In the presence of:

Signature: 1:
Name:
Designation:

Signature: 1:
Name:
Designation:

Signature: 2:
Name:
Designation

Signature: 2:
Name:
Designation

Proforma of Bank Guarantee for Contract Performance

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

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

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 favor, 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 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 of 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 or by email preferably to _____ (email ID of the BG issuing bank) or by SFMS preferably to _____ (IFSC of the BG issuing bank) . 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 up to _____ 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 _____ 2018.

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