**Annexure I**

**Bid Covering Letter (Illustrative)**

(To be submitted on the Letter head of the applicant)

To,

**The Deputy General Manager,**

**Canara Bank**

**Aadhaar Seva Kendra Section**

**Financial Inclusion Wing,**

**Head office Annexe, 5th Floor,**

**2nd Cross, Gandhingar,**

**Bengaluru 560 009**

**Karnataka.**

Dear Sir,

Ref: Request for Proposal (RFP) Notification dated 28-May-2021

Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP Notification dated 28.05.2021 for “**RFP FOR SUPPLY OF UIDAI CERTIFIED MANPOWER, HARDWARE MAINTENANCE SUPPORT & SOFTWARE RELATED SUPPORT FOR AADHAAR SEVA KENDRAS (ASKs). “**

**“** in full conformity with the said RFP document (in case of consortium, the names of the consortium partners shall be provided here).

We, the undersigned, offer to provide services to CANARA BANK for the “**RFP FOR SUPPLY OF UIDAI CERTIFIED MANPOWER, HARDWARE MAINTENANCE SUPPORT & SOFTWARE RELATED SUPPORT FOR AADHAAR SEVA KENDRAS (ASKs). “**

for carrying out the Aadhaar services such New Enrolment, Biometric & Demographic updations and other services as stipulated in the Scope of Work of your RFP of CANARA BANK.

We have read the provisions of the RFP document and confirm that these are acceptable to us. Hence, we are hereby submitting our Commercial bid.

We agree to abide by this RFP, consisting of this letter, Commercial bid and all attachments, for a period till ONE YEAR from the closing date fixed for submission of bid as stipulated in the RFP document.

We hereby declare that we are interested in participating in the following Clusters and have submitted the Commercial bids for each Cluster specified below:

Cluster – \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cluster – \_\_\_\_\_\_\_\_\_\_\_\_\_\_ &

Cluster – \_\_\_\_\_\_\_\_\_\_\_\_\_\_

We hereby declare that we are not involved in any litigation with any Government in India entity and we are not under a declaration of ineligibility for corrupt or fraudulent practices.

We hereby declare that we have not been blacklisted by any Central/ State/ UT Government or their organizations.

We hereby declare that we have not been charged with any fraudulent activities by any Central/ State/ UT Government or their organizations.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988”.

We understand that the Canara Bank is not bound to accept all the bid/s received in response to this RFP.

In case we are engaged by the Canara Bank as a Bidder, we shall provide any assistance/cooperation required by CANARA BANK, UIDAI appointed auditing agencies/ UIDAI officials for performing their auditing and inspection functions. We understand that our non-cooperation for the same shall be grounds for penal provisions including termination of service.

In case we are engaged as a Bidder, we agree to abide by all the terms & conditions of the Contract that will be issued by CANARA BANK .

1. The Commercial bid includes the cost of providing Manpower/Operators at the ASKs established at the identified branches, cost of providing additional services and performing all functions as per the scope of work defined as per RFP.
2. The details of the work award by other Banks for UID enrolments to our firm are as under:

|  |  |  |
| --- | --- | --- |
| **Name of Banks** | **Period of Contract** | **No. of Enrolments& updates done** |
|  |  |  |
|  |  |  |

**(Supported by documentary proof)**

**Our correspondence details with regard to this RFP are:**

|  |  |  |
| --- | --- | --- |
| 1 | Name of the Company |  |
| 2 | Address of Registered Office / Head Office |  |
| 3 | Phone Number (with STD Code) |  |
| 4 | Fax Number |  |
| 5 | E-mail id |  |
| 6 | Constitution (Public Ltd Co., / Pvt Ltd Co./  Partnership/ Proprietary Concern etc) |  |
| 7 | Date of Establishment: |  |
| 8 | Name of Chief Executive: |  |
| 9 | Name of Contact Person and Phone No: |  |
| 10 | Line of Activity: |  |
| 11 | Date from which the bidder is experienced in similar type of activity |  |
| 12 | Details of Any Quality Certifications Obtained for the Company & its Products, such as ISO-9001:2000 etc. (attach Photo copies). |  |
| 13 | Total Number of Employees: |  |
| 14 | PAN Number of Company |  |
| 15 | GSTIN Number of Company |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Financial Background** | **2018-19** | **2019-20** | **2020-21** |
| Turnover |  |  |  |
| Total Assets |  |  |  |
| Total Liabilities |  |  |  |

**Date: Signature of Authorized Official with Seal**

**Annexure II**

**TECHNICAL BID FORM**

**A. Technical Evaluation/Compliance**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl No.** | **Requirements** | | **Bidders Response  YES/NO** |
| **1.** | **Operator:** | |  |
|  | **a** | The person should be of age 18 years and above. |  |
| **b** | The person shall be minimum 10+2 pass. |  |
| **c** | The person should have a basic understanding of operating a computer and should be comfortable with local language keyboard and transliteration. |  |
| **d** | The person should preferably have prior experience of working in Aadhaar Enrolment Centre / program. |  |
| **e** | The Person should have been enrolled for Aadhaar and his/her Aadhaar number should have been generated. |  |
| **f** | The mobile number should be updated / ✓Registered in Personal Aadhaar of the Operator. |  |
| **g** | The Person should have undergone training on the process of UID Enrolment and working of various equipment and devices used during Aadhaar enrolment. Organizing / Providing this training is the responsibility of the Bidder |  |
| **h** | The Person should have obtained certificate as Operator or Operator cum Supervisor from a testing and certifying agency authorized by UIDAI. |  |
| **i** | The Person should have been activated, in accordance with UIDAI guidelines, prior to commencing enrolments. The Bidder is required to have a unique Operator ID for each, to activate them. |  |
| **2.** | **Technical personnel :** | |  |
|  | **a** | The Bidder shall make provision for providing Technical and Operational assistance to the Operators, a minimum of One person per 50 ASK/operator should be stationed at Bank’s circle office or any other prominent place decided by the Bank for each Cluster. Since the ASKs will function within Bank’s network the identified personnel should be stationed at the Bank’s place. |  |
|  | **b** | The Person should have obtained certificate as Operator or Operator cum Supervisor from a testing and certifying agency authorized by UIDAI and should be technically sound to resolve the hardware related issues at ASKs |  |
|  | **c** | The person should have a basic understanding of operating a computer and hardware related to ASK kits and should be comfortable with local language keyboard and transliteration. |  |

**Date: Signature of Authorized Official with Seal**

**Annexure III**

**TECHNICAL BID FORM**

Financial Position of the Bidder  
**(Enclose copy of Audited statements)**

(In Rs in Lakhs)

|  |  |  |  |
| --- | --- | --- | --- |
|  | **2018-19** | **2019-20** | **2020-21** |
| Audited (A) / Provisional (P) | (A) | (A) | (A)/(P) |
| Paid up Capital |  |  |  |
| Tangible Net Worth |  |  |  |
| Total Assets |  |  |  |
| Total Sales (net of excise) |  |  |  |
| PBDIT |  |  |  |
| Profit after Tax |  |  |  |

Please attach annual reports / duly audited financial statements for the last Two financial years.

1. If the bidder is a Company, please confirm that the Memorandum and Articles of Association do not prohibit the ASK activity (also attach copies of Memorandum and Articles of Association).
2. In case of a Company, please furnish data on share holding pattern, names of main promoters and names of Directors (Ultimate beneficial owner of the Company).
3. Please furnish data required for getting report from CIBIL on the Company, promoters and Directors.
4. If the bidder is having a tie up with a SP, separate form is to be used to furnish the details for individual members.

**Date: Signature of Authorized Official with Seal**

**Annexure IV**

**TECHNICAL BID FORM**

Statement of tie-ups/ agreements entered for the project

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl. No.** | **Job / Task** | **Agency Name & Address** | **Experience of the Agents** | **Validity of tie-up or agreement** |
|  |  |  |  |  |
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Note: Copy /Copies of understanding/ tie-up/agreement should be enclosed.

**Date: Signature of Authorised Official with Seal**

**Annexure V**

**TECHNICAL BID FORM**

**CONFIRMATION OF SOFT COPY**

To

The General Manager

CANARA BANK

ASK Section, FI Wing,

Head office,

Bangalore 560009

Dear Sir/Madam,

Sub: CANARA BANK Financial Inclusion Solution

Further to our proposal dated ……….. in response to the Request for Proposal (Bank’s RFP No.FIW/02/2021 hereinafter referred to as “RFP”) issued by CANARA BANK (“Bank”) we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Yours faithfully,

Authorised Signatory

Designation

Bidding corporate name

**Annexure VI**

**TECHNICAL BID FORM**

**BIDDER’s UNDERTAKING LETTER**

**Date:**

From:

To

The General Manager

CANARA BANK

ASK Section, FI Wing,

Head office,

Bangalore 560009

Dear Sir/Madam,

We, the undersigned, as Bidder, having examined the complete RFP document (along with its appendix/annexure), do hereby offer to **SUPPLY OF UIDAI CERTIFIED MANPOWER, HARDWARE MAINTENANCE SUPPORT & SOFTWARE RELATED SUPPORT FOR AADHAAR SEVA KENDRAS (ASKs)** in above said RFP for the amounts mentioned by us in the Commercial Bid or such other sums as may be agreed to between us.

We hereby agree to all the terms and conditions stipulated in the RFP except for the variations and deviations of requirements as mentioned by us in the Compliance Statement, submitted along with our Technical Proposal.

We agree to abide by our Offer for a period of 365 days from the date of last day of Bid submission and it shall remain binding on us for acceptance at any time before the expiration of this period.

We understand that you are not bound to accept the lowest or any bid you may receive.

We undertake, if our Bid is accepted, to provide Contract Performance Guarantee, ATS/AMC Performance Guarantee in the form and in the amounts and within the times stipulated in the RFP.

We undertake as a part of this contract for successful operation of the CANARA BANK ASK Plan and its expansion in future by the Bank during contract period (if contracted).

Moreover, we certify that:

1. Prices in the Bid have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
2. The prices in the Bid have not been disclosed and will not be disclosed to any other Bidder of this RFP.
3. We have not induced nor attempted to induce any other Bidder to submit or not submit a bid for restricting competition.

We certify that the information/data/particulars furnished in our RFP are factually correct. We also accept that in the event of any information/ data/ particulars proving to be incorrect, the Bank will have the right to disqualify us from the bid.

We undertake to comply with the terms and conditions of the RFP. We understand that the Bank may reject any or all of the offers without assigning any reason whatsoever.

Yours faithfully,

(Authorised Signatory)

In the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annexure VII**

**TECHNICAL BID FORM**

Compliance Statement

We certify that except for the following deviations, we agree to abide by all other clauses, terms, conditions and specifications mentioned in the RFP.

|  |  |  |  |
| --- | --- | --- | --- |
| **Main RFP / Section** | **Clause / Sub Clause No.** | **Deviation** | **Specific Page no. of the Response** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
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|  |  |  |  |
|  |  |  |  |

**Place:**

**Date: Signature of Authorised signatory with seal**

**Note: If there are no deviations the bidder has to give his response by writing ‘NIL’ in the statement**

**Annexure VIII**

Authorization Letter Format

(To be presented by the authorized person at the time of Opening of Part A-Technical Proposal / Part B-Commercial Bid on the letter head of Bidder and should be signed by an Authorised Signatory with Name and Seal of the Company)

Ref No: Date:

The Deputy General Manager,

Canara Bank,

ASK Section, FI Wing, Head Office,

Bengaluru – 560 009

Karnataka

Dear Sir/Madam,

**SUB: SUPPLY OF UIDAI CERTIFIED MANPOWER, HARDWARE MAINTENANCE SUPPORT & SOFTWARE RELATED SUPPORT FOR AADHAAR SEVA KENDRAS (ASKs)**

**Ref: Your RFP No. FIW/02/2021 dated 28.05.2021**

This has reference to your above RFP.

Mr./Miss/Mrs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_is hereby authorized to attend the bid opening of the above RFP on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on behalf of our organization.

The specimen signature is attested below:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Specimen Signature of Representative

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorizing Authority

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name & Designation of Authorizing Authority

**NOTE: This Authorization letter is to be carried in person and shall not be placed inside any of the bid covers.**

**Annexure -IX**

**(This has to be submitted in the non-judicial Stamp Paper valuing Rs 300/-)**

**Pre Contract Integrity Pact**

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

AND

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

* 1. WHEREAS the BUYER proposes to engage services of the bidder for business correspondent services - hybrid opex model (kiosk & mobile) using Tablets and the BIDDER/SERVICE PROVIDER is willing to offer/has offered the services and
  2. WHEREAS the BIDDER/SERVICE PROVIDER is a private company/ public company/Government undertaking/ partnership/ LLP/registered export agency/service provider, duly constituted in accordance with the relevant law governing its formation/incorporation/constitution and the BUYER is a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970.
  3. WHERAS the BIDDER/SERVICE PROVIDER has clearly understood that the signing of this agreement is an essential pre-requisite for participation in the bidding process in respect of Services proposed to be engaged by the BUYER and also understood that this agreement would be effective from the stage of invitation of bids till the complete execution of the agreement and beyond as provided in clause 13 and the breach of this agreement detected or found at any stage of the procurement process shall result into rejection of the bid and cancellation of contract rendering BIDDER/SERVICE PROVIDER liable for damages and replacement costs incurred by the BUYER.

1. NOW, THEREFORE, the BUYER and the BIDDER/SERVICE PROVIDER agree to enter into this pre-contract integrity agreement, hereinafter referred to as Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful bidder, and it is intended through this agreement to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-
   1. Enabling the BUYER to engage the desired Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
   2. Enabling BIDDER/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER

shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

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

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

1. **COMMITMENTS OF BIDDER/SERVICE PROVIDERS**

The BIDDER/SERVICE PROVIDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

* 1. The BIDDER/SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the biding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  2. The BIDDER/SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the BUYER.
  3. The BIDDER/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/SERVICE PROVIDER is the Authorised Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such materials/services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/SERVICE PROVIDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
  4. The BIDDER/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
  5. The BIDDER/SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
  6. The BIDDER/SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.
  7. The BIDDER/SERVICE PROVIDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.
  8. The BIDDER/SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
  9. The BIDDER/SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

1. **PREVIOUS TRANSGRESSION**
   1. The BIDDER/SERVICE PROVIDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Bank, Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
   2. If the BIDDER/SERVICE PROVIDER makes incorrect statement on this subject, BIDDER/SERVICE PROVIDER can be disqualified from the tender/bid process or the contract, if already awarded, can be terminated for such reason.
2. **EARNEST MONEY (SECURITY DEPOSIT)**
   1. Every BIDDER/SERVICE PROVIDER while submitting commercial bid, shall deposit an amount as specified in RFP/Tender Documents as Earnest Money/Security, Deposit, with the BUYER through any of the instruments as detailed in the tender documents.
   2. The Earnest Money/Security Deposit shall be *valid for a period till* the complete conclusion of the contractual obligations or for such period as mentioned in RFP/Contract , including warranty period, whichever is later to the complete satisfaction of BUYER.
   3. In the case of successful BIDDER/SERVICE PROVIDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
   4. No interest shall be payable by the BUYER to the BIDDER/SERVICE PROVIDER on Earnest Money/Security Deposit for the period of its currency.
3. **SANCTIONS FOR VIOLATIONS**
   1. Any breach of the provisions herein contained by the BIDDER/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required:-
4. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SERVICE PROVIDER. However, the proceedings with the other BIDDER/SERVICE PROVIDER(s) would continue.
5. To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason thereof.
6. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SERVICE PROVIDER.
7. To recover all sums already paid by the BUYER and in case of the Indian BIDDER/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing MCLR of CANARA BANK (Name of the Bank/Financial Institution) while in case of a BIDDER/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/Contractor from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
8. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SERVICE PROVIDER, in order to recover the payments already made by the BUYER, along with interest.
9. To cancel all or any other contracts with the BIDDER /SERVICE PROVIDER and the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SERVICE PROVIDER.
10. To debar the BIDDER/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
11. To recover all sums paid in violation of this Pact by BIDDER/SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.
12. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SERVICE PROVIDER, the same shall not be opened.
13. Forfeiture of The Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
14. The BIDDER/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SERVICE PROVIDER.
    1. The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/ SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
    2. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/SELLER/ CONTRACTOR shall be final and conclusive on the BIDDER/SELLER /CONTRACTOR. However, the BIDDER/SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.
15. **FALL CLAUSE**
    1. The BIDDER/SERVICE PROVIDER undertakes that it has not provided similar services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar services was supplied by the BIDDER/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.
16. **INDEPENDENT EXTERNAL MONITORS**
    1. The BUYER has appointed two Independent External Monitors (hereinafter referred to as Monitors) for this Pact in accordance with the recommendations and guidelines issued by Central Vigilance Commission.
    2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
    3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
    4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out of tendering process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities.
    5. As soon as any event or incident of violation of this Pact is noticed by Monitors, or Monitors have reason to believe, a violation of this Pact, they will so inform the Management of the BUYER.
    6. The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project /Procurement documentation of the BUYER including that provided by the BIDDER/SERVICE PROVIDER. The BIDDER/SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFP/Tender is being /has been submitted by BIDDER/SERVICE PROVIDER. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractors with confidentiality.
    7. The BUYER will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an Impact on the contractual relations between the parties. The parties may offer to the Monitors the option to participate in such meetings.
    8. The Monitors will submit a written report to the BUYER at the earliest from the date of reference or intimation to him by the BUYER/BIDDER/SERVICE PROVIDER and submit proposals for correcting problematic situations.
17. **FACILITATION OF INVESTIGATION**

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

1. **LAW AND PLACE OF JURISDICTION**

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

1. **OTHER LEGAL ACTIONS**

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

1. **VALIDITY**
   1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later. In case BIDDER/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
   2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.
2. The parties hereby sign this Integrity Pact at ................... on ...................

BUYER BIDDER

Name of the Officer CHIEF EXECUTIVEOFFICER /AUTHORISED SIGNATORY

Designation

Name of Wing

Canara Bank

Witness: 1)

Witness: 2)

**Annexure X**

**Confidentiality/Non-Disclosure Agreement**

**(This has to be submitted in the non-judicial Stamp Paper valuing Rs 300/-)**

**SUB: SUPPLY OF UIDAI CERTIFIED MANPOWER, HARDWARE MAINTENANCE SUPPORT & SOFTWARE RELATED SUPPORT FOR AADHAAR SEVA KENDRAS (ASKs)**

**Ref: Your RFP No. FIW/02/2021 dated 28.05.2021.**

WHEREAS, we, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having Registered Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the Bidder, are agreeable to provide business correspondent services-hybrid opex model (kiosk &mobile) using Tablet to Canara Bank, having its Head Office at 112, J C Road Bengaluru -560002 hereinafter referred to as the BANK and,

WHEREAS, the Bidder understands that the information regarding the **SUPPLY OF UIDAI CERTIFIED MANPOWER, HARDWARE MAINTENANCE SUPPORT & SOFTWARE RELATED SUPPORT FOR AADHAAR SEVA KENDRAS (ASKs)** 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 **SUPPLY OF UIDAI CERTIFIED MANPOWER, HARDWARE MAINTENANCE SUPPORT & SOFTWARE RELATED SUPPORT FOR AADHAAR SEVA KENDRAS (ASKs) a**nd/or in the aftermath thereof, it may be necessary that the Bidder may perform certain jobs/duties on the Banks properties and/or have access to certain plans, documents, approvals or information of the BANK; NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, in order to induce the BANK to grant the Bidder specific access to the BANK’s property/information. The Bidder will not publish or disclose to others, nor, use in any services that the Bidder performs for others, any confidential or proprietary information belonging to the BANK, unless the Bidder has first obtained the BANK’s written authorization to do so.

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

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

|  |  |
| --- | --- |
| Date: | Signature with seal  Name :  Designation : |

**Annexure XI**

**Tender Application Fee & Bid Security Declaration**

**(To be provided on letter head)**

To :

The Deputy General Manager,

Canara Bank,

ASK Section, FI Wing, Head Office,

Bengaluru – 560 009,

Karnataka.

Sub: **SUPPLY OF UIDAI CERTIFIED MANPOWER, HARDWARE MAINTENANCE SUPPORT & SOFTWARE RELATED SUPPORT FOR AADHAAR SEVA KENDRAS (ASKs)**

Ref No: RFP No: **FIW/02/2021 dated 28.05.2021**

Dear Sir,

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

Place: (Signature of Authorized Signatory)

Date: Name:

Designation:

Seal

**Annexure XII(A)**

**COMMERCIAL BID**

To

The General Manager

CANARA BANK

ASK Section, FI Wing,

Head office,

Bangalore 560009

Dear Sir/Madam,

**Sub: SUPPLY OF UIDAI CERTIFIED MANPOWER, HARDWARE MAINTENANCE SUPPORT & SOFTWARE RELATED SUPPORT FOR AADHAAR SEVA KENDRAS (ASKs)**

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to undertake to implement the **SUPPLY OF UIDAI CERTIFIED MANPOWER, HARDWARE MAINTENANCE SUPPORT & SOFTWARE RELATED SUPPORT FOR AADHAAR SEVA KENDRAS (ASKs)** in accordance with the time schedule.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to prescribed amount in Purchase Order Price, placed on us, for the due performance of the Contract in the form prescribed by the Bank.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank upto the period prescribed in the Bid which shall remain binding upon us.

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this…………………… Day of……………………….2021.

(Signature)

(Name)

(in the capacity of)

Duly authorized to sign Bid for and on behalf of

**Annexure XII(B)**

**COMMERCIAL BID -Bill of Material**

|  |  |  |
| --- | --- | --- |
| **Particulars** | **Cluster to which quote is made** | **Variable Charges per centre per month for the first 150 Enrolment/updation transaction** |
| Supply of Manpower of Operator for doing Aadhaar enrolment and updation works in ASK centers established in our identified branches & hardware and software technical support |  | Rs. /- (in words……………..) |
|  | Rs. /- (in words……………..) |
|  | Rs. /- (in words……………..) |
| Please fill the cluster of your choice in the above 3 columns | Indicative Price  to be Quoted by the Bidder |

**Note:**

1. To be submitted along with bid documents without any amounts. Price/ commercials to be quoted in this format during on-line indicative sealed bid process only.
2. The charges collected for downloading & printing of Aadhaar will not be shared to bidders.
3. The payments will be made only after the release of Sanction order by UIDAI for the corresponding month and receipt of Invoice or any other mode of confirmation, as decided by Bank, for the enrolments, updations & fixed charges from the Bidders.
4. Penalties as per RFP & SLA will be levied/deducted while releasing the monthly payments along with UIDAI levied penalties.
5. TDS will be deducted as applicable.
6. The Contract Value shall be computed including the Commercial bid for variable charges quotation per centre for each cluster.
7. The prices will be inclusive of all taxes, duties, levies, insurance, installation charges, etc applicable all over India. GST wherever applicable will be paid extra.
8. The Unit Price mentioned in the bid would remain valid for a period of three years irrespective of the quantity actually deployed.
9. Further, we declare that all the terms & conditions as per the RFP were read by us and we are agreeable for all the terms & conditions.
10. The bill of material/Quote is being submitted separately for each Cluster (For maximum of THREE clusters).

**Date: Signature of Authorized Official with Seal**

**Annexure XIII**

**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,

ASK Section, FI Wing, Head Office,

Bengaluru – 560 009

Karnataka

WHEREAS (Name and address of M/s ………….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 **SUPPLY OF UIDAI CERTIFIED MANPOWER, HARDWARE MAINTENANCE SUPPORT & SOFTWARE RELATED SUPPORT FOR AADHAAR SEVA KENDRAS (ASKs)** 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 Commercial Bank in India, in your favour, as per Clause \_\_\_\_\_\_ of the CONTRACT, to secure due and satisfactory compliance of the obligations by the CONTRACTOR on their part, in accordance with the CONTRACT, (which guarantee is hereinafter called as “the PERFORMANCE GUARANTEE)”

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

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

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

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs.\_\_\_\_\_\_\_\_\_\_ (Rupees\_\_\_\_\_\_\_\_\_\_\_) 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 and if sent by post it shall be deemed to have been given when the same has been posted.

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

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

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

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

Notwithstanding anything contained herein

1. Our liability under this guarantee shall not exceed Rs.**\_\_\_\_\_\_\_\_\_\_\_\_ (**Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only)
2. This guarantee shall be valid upto \_\_\_\_\_\_\_\_\_\_ and ;
3. 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2021.

For and on behalf of

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

**Annexure XIV**

**Format for Sending Pre-Bid Queries**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl. No.** | **Page No. of RFP** | **Clause No** | **RFP Clause** | **Bidder’s Query** |
| **1** |  |  |  |  |
| **2** |  |  |  |  |
| **3** |  |  |  |  |
| **…** |  |  |  |  |
| **…** |  |  |  |  |

**Annexure-XV**

**Business Rules and Terms & Conditions of Reverse Auction**

Reverse Auction event will be carried out among the Technically Qualified Bidders, for providing opportunity to the Bidders to quote the price dynamically for the procurement for which RFP is floated.

**A) Definitions :**

1. “Bank” means Canara Bank
2. “Service Provider” means the third party agency / company who has been selected by the Bank for conducting Reverse Auction. [M/s e-Procurement Technologies Ltd.]
3. “L1” means the Bidder who has quoted lowest price in the Reverse Auction process.
4. “L2” means the Bidder who has quoted second lowest price in the Reverse Auction process.

**B) Eligibility of Bidders to participate in Reverse Auction :**

1. Bidders who are technically qualified in terms of the relative Terms & Conditions of the RFP and accept the Business Rules, Terms & conditions of Reverse Auction and submit the undertakings as per **Annexure XV (1)**, can only participate in Reverse Auction related to the procurement for which RFP is floated. Bidders not submitting the above undertaking or submitting with deviations / amendments there to, will be disqualified from further evaluation / participation in the process of relevant procurement.
2. Bidders should ensure that they have valid digital certificate well in advance to participate in the Reverse Auction. Bank and / or Service Provider will not be responsible in case Bidder could not participate in Reverse Auction due to non-availability of valid digital certificate.
3. The Indicative price quoted should be reasonable and realistic. Bank reserves the right to disqualify such bidders, whose indicative prices is more than of 3 times of the successful bid price, in participating in future RFPs of the Bank.

**C) Training :**

Selected vendors shall coordinate with our Bank/Our Service Provider [M/s e-Procurement Technologies Ltd.] for getting necessary details and reverse auction demos before commencement of live reverse auction process. Else, bidder not getting the required clarification / demos will do so at his own risk. The service provider for Reverse Auction and their contact details shall be shared with the selected bidders.

**D) Reverse Auction Schedule:**

1. The date & time of start of Reverse Auction and its duration of time will be informed to the eligible Bidders well in advance before the Reverse Auction date.
2. Bank reserves the right to postpone / change / cancel the Reverse Auction event even after its communication to Bidders without assigning any reasons there for.

**E) Bidding Currency:**

Bidding will be conducted in Indian Rupees (INR).

**F) Start Price (CAP Price):**

Bank will determine the Start Price (CAP Price) for Reverse Auction –

1. on its own and / or
2. evaluating the price band information called for separately from each eligible Bidder at appropriate time and / or
3. based on the price bids received and if opened, Bank may determine the start price (CAP Price) on the basis of the lower quote received.

**G) Decremental Bid Value :**

1. The bid decrement value will be specified by Bank before the start of Reverse Auction event. It can be a fixed amount or percentage of Start Price (CAP Price) or both.
2. Bidder is required to quote his bid price only at a decremental value.
3. Bidder need not quote bid price at immediate next available lower level, but it can be even at 2/3/4 ….. level of next available lower level .

**H) Conduct of Reverse Auction event :**

1. Reverse Auction will be conducted on a specific web portal meant for this purpose with the help of the Service Provider identified by the Bank. [ M/s e-Procurement Technologies Ltd.]
2. Service Provider will make all necessary arrangement for fair and transparent conduct of Reverse Auction like hosting the web portal, imparting training/demo to eligible Bidders etc., and finally conduct of Reverse Auction.
3. Bidders will be participating in Reverse Auction event from their own office / place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by Bidder themselves.
4. Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of Reverse Auction irrespective of the cause.
5. For making the process of Reverse Auction and its result legally binding on the participating Bidders, Service Provider will enter into an agreement with each eligible Bidder, before the start of Reverse Auction event. Without this Bidder will not be eligible to participate in the event. The format of the agreement is as per the **ANNEXURE–XV(3).**
6. Bidders name will be masked in the Reverse Auction process and will be given random dummy names by the Service Provider.
7. Bidder / his authorized representatives will be given unique Login ID & Password by Service Provider. Bidder/his authorized representative will change the Password after the receipt of initial Password from Service Provider to ensure confidentiality. All bids made from the Login ID given to the Bidders will be deemed to have been made by the concerned Bidder/his company.
8. Reverse auction will be conducted as per English Reverse Auction with no tie where more than one Bidder cannot have identical bid price.
9. Any bid once made by the Bidder through registered Login ID & Password, the same can not be cancelled. The Bidder is bound to supplies as per the RFP at the bid price of Reverse Auction.
10. Reverse Auction will normally, be for a period of ½ hour (i.e. 30 Minutes). If a Bidder places a bid price in last 10 minutes of closing of the Reverse auction, the auction period shall get extended automatically for another 10 minutes. No. of extension will be unlimited. In case there is no bid price in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension.

(The time period of Reverse Auction & Maximum number of its extensions & time are subject to change and will be advised to eligible Bidders before the start of the Reverse Auction event.)

1. Bidder will be able to view the following on their screen along with the necessary fields in Reverse Auction:
   1. Opening Price
   2. Leading / Lowest Bid Price in Auction (only total price)
   3. Last Bid Price placed by the respective Bidder.
2. During Reverse Auction, if no bid price is received within the specified time, Bank, at its discretion, may decide to revise Start Price (CAP Price) / Decremental Value / scrap the reverse auction process / proceed with conventional mode of tendering.

**I) Reverse Auction Process:**

1. At the end of Reverse Auction event Service Provider will provide the Bank all necessary details of the bid prices and reports of Reverse Auction.
2. Upon receipt of above information from Service Provider, Bank will evaluate the same and will decide upon the winner i.e. Successful Bidder.
3. Successful Bidder has to send e-Mailed scanned copies of duly signed filled-in prescribed format **Annexure-XV (2)** as provided on case-to-case basis to Bank within 24 hours of Reverse Auction without fail. The Original signed **Annexure–XV (2**) should be couriered so as to reach us within 48 hours of Reverse Auction without fail.
4. Any variation between the on-line Reverse Auction bid price and signed document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vender to conduct business with Bank as per prevailing procedure.
5. Successful Bidder has to give break-up of his last/lowest bid price as per Bill of Material at the end of Reverse auction event within 3 working days without fail.
6. Successful Bidder is bound to supply at their final bid price of Reverse Auction. In case of back out or not supply as per the rates quoted, Bank will take appropriate action against such Bidder and / or forfeit the Bid Security amount, debar him from participating in future.
7. In case Bank decides not to go for Reverse Auction related to the procurement for which RFP is floated and price bids if any already submitted and available with Bank shall be opened as per Bank’s standard practice.

**J) Bidder’s Obligation:**

1) Bidder will not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly with other suppliers / Bidders

2) Bidder will not divulge either his Bid details or any other details of Bank to any other party without written permission from the Bank.

**K) Change in Business Rules, Terms & Conditions of Reverse Auction:**

1) Bank reserves the right to modify / withdraw any of the Business rules, Terms & conditions of Reverse Auction at any point of time.

2) Modifications of Business rules, Terms & conditions of Reverse Auction will be made available on website immediately.

3) Modifications made during the running of Reverse Auction event will be advised to participating Bidders immediately.

**Annexure–XV (1)**

**(To be submitted on company letter head by all Bidders participating in Reverse Auction)**

**To, Canara Bank , FI Wing, Head Office, Bangalore Date : ----------------- Acceptance of Reverse Auction Business Rules and Terms & conditions in respect of Tender / RFP Ref. No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated \_\_\_\_\_\_ For SUPPLY OF UIDAI CERTIFIED MANPOWER, HARDWARE MAINTENANCE SUPPORT & SOFTWARE RELATED SUPPORT FOR AADHAAR SEVA KENDRAS (ASKs)**

**======================================================================**  We refer to the captioned subject and confirm that –

1) The undersigned is our authorized representative.

2) We have accepted and abide by all Terms of captioned Tender documents and Business Rules and Terms & conditions of Reverse Auction for the procurement for which RFP is floated.

3) Bank and Service Provider shall not be liable & responsible in any manner whatsoever for my / our failure to access & bid in Reverse Auction due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.

4) We understand that in the event we are not able to access the auction site, we may authorize Service Provider to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either Bank or Service Provider regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.

5) I / We do understand that Service Provider may bid on behalf of other Bidders as well in case of above mentioned exigencies.

6) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.

7) We will participate in Reverse Auction conducted by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of Service Provider) and agree to enter into an agreement with him (Service Provider) for making the process of Reverse Auction and its result legally binding on us.

8) We will submit duly signed filled-in prescribed format {**Annexure-XIX (2)}** as provided on case-to-case basis, to Bank within 24 hours of end of Reverse Auction without fail.

9) We will give break-up of our last / lowest bid price as per Bill of Material at the end of Reverse Auction event within 48 hours without fail.

10) We undertake to supply at our final lowest bid price of Reverse Auction. In case of back out or not supply as per the rates quoted by us, Bank is free to take appropriate action against us and / or forfeit the Bid Security amount, debar us from participating in future tenders.

11) We nominate our official Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Designation \_\_\_\_\_\_\_\_\_\_\_\_\_ of our company to participate in Reverse Auction. We authorize Bank/Service Provider to issue USER ID & PASSWORD to Him/Her. His/Her official e-mail & contact number are as under –

Email :

Mobile:

---------------------------------------------------------------------------------------------------------------- Signature with company seal :

Name of Authorized Representative : Designation: Email : Mobile : Tel. No: Fax No.:

**Annexure–XV (2) (To be submitted/e-Mailed the duly signed scanned copy by Successful Bidder of Reverse Auction within 24 hours from the end of Reverse Auction event)** To, Canara Bank , FI Wing, HO, Bangalore Date : ---------------------- Sir, Final / Lowest Bid Price quoted in Reverse held on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in respect of Tender / RFP Ref. No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated \_\_\_\_\_\_ For procurement of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ======================================================= We confirm that the final total bid price quoted by us in the captioned Reverse Auction event for captioned tender is as under – Rs. ( in figure) : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Rs. ( in words) : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ( We confirm that - 1) [ ] We enclose herewith the detailed break-up of above price as per Bill of Material OR [ ] We undertake to give detailed break-up of above bid price as per Bill of Material within 48 hours from the end-of Reverse Auction event.

2) Any variation between the online Reverse Auction bid price quoted by us and this document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vender to conduct business with Bank as per prevailing procedure. In such case Bank is free to take appropriate action and / or forfeit the Bid Security amount and / or debar us from participating in future.

3) We are bound to supply at the above final bid price of Reverse Auction.

4) We note that in case of back out or not supply as per the above rates quoted by us, Bank will take appropriate action against us and / or forfeit our Bid Security amount and / or debar us from participating in future.

Signature with company seal : Name of Authorized Representative : Designation : Email : Mobile : Tel. No : Fax No :

**Annexure-XV (3): Process Compliance Form**

(The Bidders are required to print this on their company’s letter head and sign, stamp before submitting/faxing to Service Provider) To (Name & Address of Service Provider)

Sub: Agreement to the Process related Terms and Conditions for the Reverse Auction

---------------------------------------------------------------------------- Dear Sir, This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document for SUPPLY OF UIDAI CERTIFIED MANPOWER, HARDWARE MAINTENANCE SUPPORT & SOFTWARE RELATED SUPPORT FOR AADHAAR SEVA KENDRAS (ASKs) against the RFP/Tender No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This letter is to confirm that:

1) The undersigned is authorized representative of the company.

2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction and the RFP as mentioned in your letter and confirm our agreement to them.

3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.

4) We confirm that \_\_\_\_\_(Bank) and \_\_\_\_\_(Service Provider) shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.

5) We understand that in the event we are not able to access the auction site, we may authorize \_\_\_\_\_(Service Provider) to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either \_\_\_\_\_(Bank) or \_\_\_\_\_(Service Provider) regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.

6) I/we do understand that \_\_\_\_\_(Service Provider) may bid on behalf of other Bidders as well in case of above mentioned exigencies.

7) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.

8) We also confirm that we will EMAIL scanned copy of the price confirmation & break up of our quoted price as per **Annexure–XV (2)** to [hofiuid@canarabank.com](mailto:hofiuid@canarabank.com) as requested by \_\_\_\_\_(Bank) / \_\_\_\_\_(Service Provider) within the stipulated time.

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards Signature with company seal Name – Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –