



RFP/05/TRTL/TVM/2022DT: 30/09/2022
Supply& Installation of Class BB TRTL Safes to various Branches in our Thiruvananthapuram Circle



**REQUEST FOR PROPOSAL (RFP)
FOR
"SUPPLY OF CLASS BB TRTL JEWEL SAFES
TO
VARIOUS BRANCHES IN OUR THIRUVANANTHAPURAM CIRCLE"**

- RFP REFERENCE NO : RFP/05/TRTL/TVM/2022**
- DATE OF RFP DOCUMENT : 30/09/2022**
- DATE OF PRE BID MEETING : 07/10/2022 at 11.30 AM**
- LAST DATE FOR SUBMISSION OF RFP : 21/10/2022 (UPTO 3.00PM)**
- DATE OF OPENING OF TECHNICAL BID : 21/10/2022 (AT 3.30PM)**

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**ISSUED BY : DIVISIONAL MANAGER
CANARA BANK
PREMISES & ESTATE SECTION
CIRCLE OFFICE THIRUVANANTHAPURAM**

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Contact Numbers :0471-2331340, 2324797

Email Id : pecotvm@canarabank.com

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BID SCHEDULE

Description	Details
RFP No. and Date	RFP/05/TRTL/TVM/2022 dated 30/09/2022
Brief Description of the RFP	Supply of Class BB TRTL Jewel Safes to various Branches in our Thiruvananthapuram Circle
Bank's Address for Communication	Divisional Manager, Canara Bank, Premises & Estate Section, Circle Office Thiruvananthapuram Telephone- 0471-2331340, 2324797 Email: pecotvm@canarabank.com
Date of Issue of RFP	30/09/2022
Earnest Money Deposit (Refundable)	Rs.25,00,000/- or Bank Guarantee detailed in the <u>Clause 6 as per General Rules & Instructions</u>
Last Date and Time for Submission of Bids	21/10/2022 at 3.00 PM
Date, Time & Venue for opening of Technical Bid to Eligibility Criteria.	Tender Response to be submitted on or before 21/10/2022, 03.00 pm online through the e-Procurement portal https://canarabank.abcprocure.com For any queries regarding submission of the tender kindly call or mail on the below mentioned details: Name: Nanadan Valera, Fahad Khan & Dharam Rathod E-mail ID: nandan.v@eptl.in , fahad@eptl.in , dharam@eptl.in Landline No. : 079 6813 6857, 6820, 6842 Official Mobile No. : 9081000427
Date, Time & Venue of opening of Financial Bid	Will be intimated to qualified bidders

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<p>Pre-bid Meeting Date & Time</p>	<p>Pre-bid meeting will be held on 07/10/2022 at 11.30 am at the following venue Canara Bank Circle office Thiruvananthapuram.</p> <p>Pre bid queries should be submitted as per prescribed format to e-mail pecotvm@canarabank.com must reach us on or before 05/10/2022, at 3.00pm.</p>
<p>Other Details</p>	<p>The bidders must fulfill the Pre-Qualification criteria for being eligible to bid.</p> <p>Subsequent changes made based on the suggestions and clarifications as per pre-bid meeting shall be deemed to be part of the RFP document and shall be uploaded on the Bank's corporate website http://canarabank.com/english/tenders.</p> <p>No suggestions or queries shall be entertained after pre-bid meeting.</p>
<p>Please visit our website http://canarabank.com/english/announcements/tenders, http://eprocure.gov.in and https://canarabank.abcpocure.com for details.</p> <p>Any amendments, modifications, Pre Bid replies & any communication etc. will be uploaded in the Bank's website only (i.e. http://canarabank.com/english/tenders).</p> <p>No individual communication will be sent to the individual bidders.</p> <p>Bank reserves the right to change the dates, timings mentioned above or elsewhere in the RFP, which will be communicated by placing the same as corrigendum under Tender section on Bank's/Govt. web-site. Bidders should check the Bank's website before the submission of proposal for the corrigendum, if any.</p>	

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NOTICE INVITING REQUEST FOR PROPOSAL (RFP)

SUPPLY OF CLASS BB TRTL JEWEL SAFESTOVARIOUS BRANCHES IN OUR THIRUVANANTHAPURAMCIRCLE

Canara Bank, a body Corporate and a Premier Public Sector Bank established in the year 1906 and nationalized under the Banking Companies (Acquisition and Transfer of Undertaking Act 1970) having its Head Office at 112, J.C. Road, Bengaluru - 560002 and among others, having office in Thiruvananthapuram (Premises & Estate Section, Circle Office, Thiruvananthapuram). The bank intends to procure the TRTL (Torch Resistant Tool Resistant) jewel safes for use at various Branches under our Circle. Sealed bids under two bids concept (Technical Bid and Financial Bid) are invited for supply of Class BB TRTL jewel safes as described in this document. A Firm submitting the proposal in response to this RFP shall hereinafter be referred to as Bidder.

Interested reputed bidders who are dealing in security solutions and meeting the following Eligibility Criteria may respond.

ELIGIBILITY CRITERIA

S.N	Criteria	Documents Required
1.	The Bidder should have minimum experience of 5 years as on 31.03.2022 in the activity of supply of TRTL safes	1. Original Manufacturer / Authorized Dealer Certificate. 2. Order copies older than 5 years from 31.03.2022.
2.	Bidder shall have valid BIS license for all the Physical security equipment mentioned in the tender. If the BIS License of the bidder for an applied category product expires before completion of the process, a renewed license will have to be submitted to the bank failing which the bidder will be declared ineligible.	Copy of the valid BIS licenses
3	The Bidder must have a minimum Annual Turnover of Rs.50 crores each year from sales of safes, security equipment during last three financial years i.e. 2019-2020, 2020-2021 & 2021-2022. <i>*The minimum annual turnover shall be calculated as 80% of the estimated cost.</i>	1. Audited Balance Sheet and P & L Account for the three years mentioned. 2. Certificate from Chartered Accountant for sales turnover in each of the last three financial years i.e. 2019-2020, 2020-2021, 2021-2022 from safes and security equipment.

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4	<p>a) The bidder should have positive Net worth atleast for any two years during last three financial years i.e. 2019-2020, 2020-2021, 2021-2022.</p> <p>b) The net worth of the bidder should not have eroded more than 30% in the last three years ending on 31.03.2022.</p>	<ol style="list-style-type: none"> 1. The bidder must produce a certificate from the company's CA to this effect. 2. The documents certified by CA should mandatorily contain Unique Document Identification Number.
5	<p>The Bidder should have supplied and installed the minimum quantity of 180 Nos of Class BB TRTL safes to any Public Sector Banks/ Scheduled Commercial Bank/ Financial Institutions in India in atleast one of the last five years as on 31.03.2022.</p>	<ol style="list-style-type: none"> 1. Purchase order copies issued by the Bank/ Banks, Financial Institutions, Government organizations. 2. Satisfactory delivery certificate from the respective offices indicating the dates and quantities supplied in respect of the above mentioned purchase order.
6	<p>The Bidders desirous of quoting should have their own manufactured brand and plant in any part of India for the security equipments and should have a permanent office in Thiruvananthapuram Region.</p> <p>OR</p> <p>Original Equipment Manufacturer (OEM) can also apply through one of their authorized dealer</p>	<ol style="list-style-type: none"> 1. Declaration from the manufacturing company signed by the Competent Authority with details of address of manufacturing plant and address of Office in India. 2. Authorization letter from OEM as per Annexure C to deal/market & services their product in the jurisdiction in case of authorized dealer.
7	<p>The bidder should not be a blacklisted/debarred company as on the date of submission of RFP by any Government Department /Financial Institution/ Public sector Units/Scheduled Commercial bank in India.</p>	<p>In this respect, the Bidders shall submit declaration as outlined in Appendix -L on their Company Letter head duly sealed & signed.</p>

Before submission of the offer, the Bidders are requested to read all the instructions and the terms and conditions.



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The Bidder registered/ Empanelled with Public sector Bank's/ Scheduled Commercial Bank's/ FI's/RBI related to TRTL Safes should submit a valid certificate from the respective authorities.

**Divisional Manager
Premises & Estate Section,
Circle Office
Thiruvananthapuram**

A. GENERAL RULES & INSTRUCTIONS TO BIDDERS

1. BIDDING PROCEDURE.

Nature of the document: **ONLINE TWO BID CONCEPT** along with **Reverse Auction**.

This Tender document comprises of the following

1.1. Contents of the bid.

1.1.1 Contents of the Technical Bid: The following documents are to be signed in all pages and scanned documents of the same to be uploaded in the e-Procurement portal <https://canarabank.abcprocure.com>

- a. All pages of this RFP as downloaded from the website duly signed on all pages.
- b. Masked price bid. This should be a photocopy of the actual Price Bid (**Annexure D**) with prices masked.
- c. Bidder's Covering letter. This should be as per **Annexure A** with list of clients where the model quoted is supplied.
- d. Power of Attorney / authorization with the seal of the bidder's company / firm in the name of the person signing the RFP documents.
- e. Authorization letter for attending the bid opening as per **Annexure B**.
- f. Earnest Money Deposit (EMD) in the prescribed form.
- g. Profile of the Company / Firm as per **Annexure A1 and A2**.
- h. **Documents in support of all eligibility criteria.**
- i. Technical Compliance Statement and model quoted as per **Annexure A3**.
- j. Technical Offer as per Specifications given in **Annexure E** should be complete with all the columns filled in
- k. Technical Documentation (Product Brochures, leaflets, manuals, drawings). An index of technical documentation submitted with the offer must be enclosed.
- l. Media containing the detailed pictures of the safe its dimensions and functioning etc.
- m. It is mandatory to furnish the make & model of the safe quoted.
- n. The bidder should submit the Self Declaration Certificate as per Annexure - P is mandatory.
- o. The Bidders to furnish their existing service centre infrastructure details like contact details with postal address, as per **Annexure A2**.

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1.1.2. Contents of the Financial Bid.

- a. Financial bid for all the line items should be submitted in the e-Procurement portal <https://canarabank.abcprocure.com>.

2) Submission and opening of Tenders:

- a) Tenders to be submitted only through online from the e-Procurement portal <https://canarabank.abcprocure.com>, for any queries regarding the submission of the tenders online the vendors can contact on the below mentioned details -
- b)

Name	Nanadan Valera, Fahad Khan & Dharam Rathod
E-mail ID	nandan.v@eptl.in , fahad@eptl.in ; dharam@eptl.in ;
Landline No	079 - 6813 6857, 6820, 6842
Official Mobile No	90810 00427

Note: Tenders submitted through any other form will be rejected.

- c) If last day of submission of tender is declared a holiday under NI Act by the Government subsequent to issuance of tender, the next working day will be deemed to be the last day for submission of the tender.

3) Pre bid queries and clarification to Tender :

The tenderer should carefully examine and understand the specifications, terms and conditions of the Tender and may seek clarifications, if required. The tenderer in all such cases seek clarification in writing in a word document (.doc) in the same serial order of that of the Tender by mentioning the relevant page number and clause number of the Tender. The soft copy of the pre-bid queries should be sent by E-Mail to pecotvm@canarabank.com and the pre-bid query should be in the following format.

Sl No	Page No	Tender Clause No	Tender Clause	Query

All communications regarding points requiring clarifications and any doubts shall also be given in writing to the Divisional Manager, Canara Bank, Circle Office, Thiruvananthapuram by the intending tenderers before 2:00 PM on 05.10.2022. No oral or individual consultation shall be entertained. No queries will be entertained from the tenderers after the pre-bid meeting.

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Pre-Bid meeting:

A pre-bid meeting of the intending tenderers will be held as scheduled below to clarify any point /doubt raised by them in respect of this Tender document:

Date	Time	Venue
07/10/2022	11.30 am	Canara Bank, Circle Office, Thiruvananthapuram

No separate communication will be sent for this meeting. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested tenderers shall be present during the scheduled time.

The Bank will consolidate all the queries and discussions during the pre-bid meeting and the consolidated replies for the queries shall be made available in the Bank’s website and no individual correspondence shall be made. The replies/clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification / amendments / corrigendum furnished hereof will become part and parcel of the Tender document and it will be binding on the tenderers.

Non-reply to the queries raised by any of the Tenderer shall not be accepted as a valid reason for non-submission of the Tender. In addition, non-reply to any query may not be deemed the version of the Tenderer as reflected in the query has been accepted by the Bank.

4) Amendment to Tender document :

At any time prior to deadline for submission of Tender, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder may modify the Tender document by amendment. Notification of amendments will be made available on the Bank’s website (www.canarabank.com) and also on e-procurement Technologies Limited <https://canarabank.abcprocure.com> and will be binding on all tenderers and no separate communication will be issued in this regard. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tender, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of tender.

5) SCRUTINY OF OFFERS.

- a) The Bank will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of RFP.
- b) The Technical Bid will be evaluated only for those bidders who submit EMD.

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- c) The Technical Bid submitted by the bidder will be evaluated based on the stipulated eligibility criteria and RFP Terms.
- d) The indicative price bid of only the technically qualified bidders will be opened on a pre-notified time & date, under intimation to such qualified / shortlisted applicants. Thereafter, Bank will fix a start price and conduct reverse auction among the technically qualified bidders. Bank reserves the rights to fix the starting price for reverse action. Lowest quoted tender (L1) will be arrived based on the evaluation of all the financial bids and after having online reverse auction. Bank reserves right of accepting / rejecting any / all the financial bids without assigning any reasons whatsoever.
- 6) **EARNEST MONEY DEPOSIT:** The tender should submit the Earnest Money Deposit of Rs. 25,00,000/- (Rupees Twenty Five lakh only) by way of Demand Drafts of a Scheduled commercial Bank issued in favour of Canara Bank, Premises & Estate Section, Circle Office, Thiruvananthapuram payable at Thiruvananthapuram/BG issued by a Scheduled commercial Bank other than Canara Bank to be eligible for submitting the Bid.

The bidder should submit the Demand Draft along with the Integrity Pact format as per Bank's format should duly filled in a non judicial stamp paper of Rs 200/- with covering letter showing the willingness to submit the bid and other required documents as per **Annexure R**. The same should be submitted to the following address to reach on or before 21/10/2022 (3:00 pm). Those who submit the DD/BG with required documents will only be able to submit the Bid online tendering process.

Divisional Manager,
Canara Bank,
Premises & Estate Section,
Circle Office, Thiruvananthapuram

Submission of EMD in the form of fixed deposit or in any other form is not acceptable and tenders with such EMD shall be rejected.

No interest shall be allowed on the Earnest Money Deposit (EMD). Tenders without EMD shall be summarily rejected. However, MSEs are exempted from paying EMD as per MSME Act 2012. For getting the benefits in case of MSE firms, Bidders / agencies should submit registration certificate issued from the relevant authorities. Such request also should reach the above address on or before 21/10/2022 (3.00 pm)

- 7) **OFFER VALIDITY PERIOD:** The tender for the works shall remain open for acceptance for a period of 120 days from the date of opening of price bids, the rates and terms pertaining to rates shall be as per our price bid. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Bank, then the

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Bank shall, without prejudice to any other right or remedy, be at liberty to forfeit full value of the earnest money as aforesaid.

- 8) This Notice Inviting Tender shall form a part of the contract document. The successful Tenderer/Bidder, on acceptance of his tender by the Accepting Authority, shall, enter in to an agreement within 15 days from the date of acceptance letter.
- 9) **CLARIFICATION OF OFFERS:** During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time stipulated by the Bank, failing which the bids are liable for rejection.
- 10) **NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER:**
- The Bank is not bound to accept the lowest bid or any offer / bid or to assign any reason for non-acceptance. It also reserves its right to reject any or all the offers / Bids without assigning any reason thereof whatsoever.
 - The Bank will not be obliged to meet and have discussions with any bidder and /or to entertain any representations in this regard.
 - The bidder including those, whose RFP is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by them through or in connection with his submission of RFPs, even though the Bank may opt to modify/withdraw the RFP / Recall the RFP.
- 11) **INCOMPLETE OFFERS WILL BE REJECTED:** The incomplete offers will be rejected without any further reference. Such rejections may take place in case of non-adherence to the format or partial submission of technical information as per the format given in the offer or not Furnishing the information sought for.
- 12) Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the Bidders who resort to canvassing will be liable for rejection.
- 3) **DETERMINATION OF L-1 PRICE:** The L-1 bidder will be determined on the basis of the lowest price quoted for the subject supply
- 13) **SPLIT CLAUSE:** The L1 and L2 will be determined on the basis of the lowest price in the Reverse Auction. L2 bidder has to match the price with L1 vendor. The orders may be split between L1 & L2 in the ratio of 75% & 25% respectively and in the case of fraction, the quantity will be rounded off to the nearest number. In case the L2 bidder does not / cannot match the prices with the L1 bidder, under the RFP there

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will be liable to be forfeited. If the EMD is submitted by way of BG, the Bank can at its discretion invoke the Bank Guarantee.

Canara Bank reserves the right to reject any or all the proposals at its sole discretion, without assigning reasons. Similarly, it reserves the right not to include any bidder in the final short-list.

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

- 16) **PROVISIONS FOR MICRO & SMALL ENTERPRISES (MSE):** As per Government of India's Public Procurement Policy act 2012, certain benefits will be given for MSE Units. The details are as under.
- The Public Procurement Policy shall apply to MSEs registered with District Industries Centres or Khadi Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises.
 - MSEs participating in Tender/RFPs and qualified for opening price bid, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 in a situation where L1 price is from someone other than a MSE & such MSE shall be allowed to supply upto 20% of total Tender/ RFP value. In case of more than one such MSE, the supply shall be shared proportionately (to Tender/RFP quantity).
 - MSEs are also exempted from paying Tender/RFP fee/cost, EMDs. For getting the benefits in case of MSE firms, shall submit relevant documents such as valid MSE registration Certificates as per policy under clause 14.1. The purchase preferences are furnished in **Annexure - N**.
- 17) **INTEGRITY PACT:** Integrity Pact format is enclosed as **Annexure - M**. The same to be duly filled in a non judicial stamp paper of Rs 200/- and submitted along with offer. Name & details Independent External Monitor (IEM) identified for this Tender/RFP are as under:
- Rakesh Jain, IA&AS - rakeshjain18@hotmail.com
 - D R S Chaudhary - dilip.chaudhary@gmail.com

Only those tenderers, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the tendering process. Those bids/ tenders which are not containing the above pact are liable for rejection. Integrity pact shall be signed by the person who is authorized to sign the Bid.

B. TERMS AND CONDITIONS:

1. EFFECTIVE DATE

1.1 The contract shall come into effect from the date of receipt of purchase order by the successful bidder.

2. SCOPE CONTRACT

The scope of procurement includes Supply of Class BB TRTL safes including delivery of the safes in the desired location within the Branch premises, in good condition at various Branches of Canara Bank in the Circle.

This RFP consists of following requirements:

<u>SL NO</u>	<u>ITEM DETAILS</u>	<u>QTY</u>	<u>LOCATIONS</u>
1	Supply of Class BB TRTL safe complying with IS 550 (Part-1): 2014	201 Nos	The Details of the tentative locations where the safes are required is furnished in Annexure-G.

It may be noted that the requirement given in this RFP is indicative only and Bank will have the option to purchase 20% more or less than the quantity specified in this RFP at the same price and the Terms & Conditions of the RFP.

Making safes operational at respective site should be carried out by the bidder for free of cost.

2.3 Definition: The definitions of the words used shall be as follows:

Bidder - Firm participating for subject RFP.

Bank - Canara Bank.

Branches - Canara Bank's Branches.

Contract - Agreement / Order between Bank and successful bidder.

Safe : TRTL Safe Class BB.

Vendor : Successful bidder on whom the Purchase Order is placed by Bank.

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3. TIME PERIOD

- 3.1 The supply and delivery of the safes has to be completed within a period of **30days** from the date of receipt of the Purchase order by the bidder. The safes should be made operational within 45 days from the date of receipt of the Purchase order by the bidder
- 3.2. Time is the essence of the Contract. Time Period for delivery and to make the safe operational shall be firm and binding on the bidder / vendor.
- 3.3. The successful bidder shall co-ordinate the activities relating to provision of infrastructural facilities within the scope of the Bank. Such facilities shall be specifically listed out by the Bidder at the time of submission of the RFP.
- 3.4. The delay on delivery and to make the safe operational will attract Liquidated Damages as per clause 7 of the terms & conditions of RFP.
- 3.5 The warranty period will start from the date of delivery as certified by the Bank in writing.

4. PRICE

- 4.1. The Price/s quoted for supply of the TRTL safes must be made in Indian Rupees only and shall include the following:
 - a. All duties and importing cost, if any.
 - b. Cost of any other miscellaneous items supplied by the Bidder for functioning of the safe if any.
 - c. Packing, Transportation and Forwarding charges to the site.
 - d. Delivery at the desired location in the Branch as per instructions of the Branch in Charge and making the safe operational at free of cost.
 - e. Minimum of One-Year Comprehensive On-site Warranty from the date of the safe operational at site including free preventive service once in three months.
- 4.2 **Goods & Service Taxes (GST) is payable extra. The price quoted by the vendor shall include all other taxes and levies.**
- 4.3 No escalation in price is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract
5. **AGREEMENT:** The Successful bidders shall sign an agreement on bank prescribed format as per **Annexure I** with the Bank within 14 days from the date of receipt of Purchase Order.

6. DELIVERY.

6.1. The delivery has to be made at the locations detailed in **Annexure G**

6.2. In the event of any change / modification in the locations where the safes are to be delivered, the bidder in such cases shall deliver, at the modified locations at no extra cost to the Bank. However if the safes are already delivered, and if the modification in location is made after delivery, the bidder shall carry out shifting work at the modified location and the Bank in such cases shall bear the shifting charges / arrange shifting. The Warranty should be applicable at the altered locations also.

6.3 The order will be deemed as incomplete if the keys or any other component of the TRTL safes are not delivered or is delivered but not operational or not acceptable to the Bank after acceptance testing / examination. In such an event, the supply and making the safe operational will be termed as incomplete and TRTL Safe will not be accepted and the warranty period will not commence. The safe will be accepted only after complete operationalization and demonstration.

6.4 If the Bidder fails to deliver the safe and make it operational within the stipulated time schedule or by the date extended by the Bank, the same shall be treated as a breach of contract. Partial supply of the ordered quantity shall also be considered as breach of contract. In such case, the Bank may invoke the proportionate amount of Security Deposit / Bank Guarantee.

6.5 The Bank will not arrange for any Road Permit / Sales Tax clearance for delivery of safe to different locations and the Bidder is required to make the arrangements for delivery of safe to the locations as per the list of locations / items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the Bidder, if required. Import / Export license, if any required shall be arranged by the bidder only on his own, at his own cost. Failure to obtain required licence from the competent authority will not be considered as Force majeure.

6.6 Operationalizing of the TRTL safes will be deemed as complete only when the same is certified by the Branch In charge in accordance with the Terms & Conditions of this RFP.

6.7. Post Delivery Test:

The Bank reserves the rights to test the TRTL safes as per IS 550:2014. The random selection and the sampling frequency of the TRTL safes for testing shall be at Bank's discretion. Random sample for testing will be picked only after supply of entire lot and will be sent for testing within 10 days of delivery of the last safe.

Any failure of the TRTL safes to meet the specifications, terms and conditions of RFP as a result of post delivery tests either fully or partially, will Empower Bank

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to reject all the safes supplied to Bank against the purchase order of this RFP. Such orders will be diverted to other participant entrusted with the works.

The test report of the Test House will be shared by the Bank and will be binding on both the Bank and the contracted OEM/bidder.

The cost of such testing and transportation expenses shall be borne by the Bank and the testing needs to be carried out at BIS certified/NABL accredited laboratories.

7. LIQUIDATED DAMAGES FOR DELAY

7.1 If the bidder fails to deliver and operationalizing the TRTL safes within the specified time, the Bank shall have the option to accept or reject the TRTL safes delivered by the bidder after the expiry of the time period specified in the RFP. In case of acceptance of the delayed operational of the TRTL safes, the bidder shall be liable to pay the Bank the following amount as Liquidated damages at the rates specified below, for each completed week of delay or part thereof, on the cost price of the TRTL safes as per item 1 of BOQ.

Liquidated Damages per week of delay or part thereof	0.5% of the tendered cost of the TRTL safes which is delivered late per week subject to a maximum of 5% of the tendered cost
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For the purpose of this clause, Supply and delivery at each location shall be treated as separate entity.

7.2. The bidder agrees and considers that the liquidated damages set out herein above are fair and reasonable and that he will raise no objection or dispute with regard to the bank's right to recover the liquidated damages.

7.3. The liquidated damages shall be deducted / recovered by the bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by encashment of bank guarantees or otherwise from bidder.

8. TERMS OF PAYMENT

The following terms of payment shall be applicable to this contract.

8.1. Bank will not make any advance payments.

8.2. Satisfactory site delivery certificate signed by the Branch In charge as per Banks approved format shall be submitted along with the final invoice, without which the same will not be considered for payment.

8.3. Payment of the Invoice shall be made within 10 working days after receipt of satisfactory post delivery test reports as per clause 6.7 of the Terms and Conditions. Pending receipt of post delivery test reports, payment can be made

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against submission of separate Performance Bank Guarantee issued by a Scheduled Bank in India other than Canara Bank for the total invoice amount/ purchase order amount valid for a period of 180 days or to be extended till receipt of satisfactory test report.

Please note that Bidder's Signed Financial Invoice, Delivery Proof and safe operational Reports duly signed by bank officials of the respective branch / office, test reports should be submitted in originals only while claiming payment in respect of orders placed.

9. SECURITY DEPOSIT.

- 9.1. The successful bidder should submit a Security Deposit for 3% value of the contract within fourteen days from the date of receipt of the Banks' purchase order. If the Security Deposit is not submitted within the stipulated time, Bank reserves rights to cancel the order and forfeit the EMD.
- 9.2. The successful bidder should submit Security Deposit by way of Performance Bank Guarantee issued by a Scheduled Bank in India other than Canara Bank. No interest shall be payable by the Bank on the above in case of BG as security deposit. The format of performance BG is shall be as per **Annexure J**.
- 9.3. Security deposit if submitted in the form of Performance Bank Guarantee, the guarantee /maturity period should be valid for 15 months from the date of placing the order or till expiry of warranty period, whichever is later. The guarantee should also contain a claim period of three months from the last date of validity.
- 9.4. 100% of the security deposit / bank guarantee will be returned to the bidder / vendor within 30 days after completion of warranty period subject to satisfactory performance of the safes as per the RFP rules, terms & conditions and deducting the recoveries if any.
- 9.5. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incomplete work and unsatisfactory performance during the warranty period.
- 9.6. The Bank shall have the right to invoke the Bank guarantee before the expiry of validity, for breach of contract and or if the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The proceeds of the guarantee shall be payable to the Bank.

10. ORDER CANCELLATION/TERMINATION.

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The Bank reserves its right to cancel the entire / unexecuted part of Purchase Order/Contract at any time by assigning appropriate reasons in the event of one or more of the following conditions treating it as default / non performance of the contract:

1. Fails to accept the purchase order within the specified time.
2. Fails to sign the agreement within the specified time.
3. Fails to deposit the Security deposit /performance guarantee within the specified time.
4. Delay in delivery beyond the specified period.
5. Partial Delivery.
6. Serious discrepancies noted in the items delivered.
7. Breaches in the terms and conditions of the Order.

In addition to the cancellation of purchase order, the Bank shall have the right to invoke the Bank Guarantee or forfeit the Security Deposit given by the bidder towards non performance/non compliance of the terms and conditions of the contract, to appropriate the damages to the extent of number of TRTL safes not delivered, defective TRTL safes.

Notwithstanding anything contained hereinabove Bank reserves the right to cancel/terminate the entire/unexecuted part of Purchase Order/Contract at any time, without assigning any reasons by giving a 30 days notice to the selected bidder.

11. MANUALS.

11.1. The bidder shall supply along with each TRTL safes ordered, all the related documents without any additional cost. The media and documents shall be in English. These will include but not restricted to User Manual, Operation Manual, etc.

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

12. WARRANTY.

12.1 The TRTL safes shall be under Comprehensive Onsite Warranty covering all parts, maintenance or support for its proper operation as specified in the RFP for a **Period of 12 months** from the Date of satisfactory operational of TRTL safes and Certified by the Branch In-Charge in writing.

12.2 The supplied TRTL safes shall be free from defective material and workmanship and any shortfall/defect that may appear/be detected within 12 months from the date of site acceptance, which in the opinion of the Bank has arisen from bad design, material and/or poor workmanship, shall upon intimation to the bidder, be made good at the bidder's own risk within 10 days.

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12.3 During the said warranty period of 12 months, the bidder shall without any extra cost, attend to any difficulties/defects/replacements that may arise in the operation of the system. There should be regular **preventive maintenance at least once in three months.**

12.7 The issue of safe operational, certificate/inspection certificate/approval by the Bank shall in no way relieve the Bidder from the provisions of this clause.

12.8 If the bidder does not rectify either by repair or replacement, such defects and put back the TRTL safes into satisfactory operation within 10 working days from the date of notice by the Bank or does not complete the said rectification with reasonable diligence, a penalty of Rs.1000/- per day per TRTL safes subject to a maximum of cost of TRTL safes will be levied and deducted from the security deposit or such other/any other sums payable to the bidder.

12.9 Bank reserve rights to forfeit the Security Deposit deposited by the vendor in case of any breach / deviations on part of vendor on any service related issues or warranty issues or any breach in the contract during warranty period.

13. TRAINING.

The successful bidder shall associate the Bank's staff during the testing of the TRTL safes. The successful Bidder shall train Bank's staff in proper Operation TRTL safes of the TRTL safes for each and every location on a mutually agreed Date & Time.

14. LOCAL SUPPORT.

The bidder should be capable of meeting the service & support standards as specified in this RFP. Service support should be available during all Bank working days/ hours.

15. PUBLICITY.

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

16. SPARE PARTS

The bidder will make the spare parts for the TRTL safes available for a minimum period of 5 years after warranty period.

If any of the peripherals / components are not available during the warranty / AMC period, the substitution shall be carried out with peripherals / components of equivalent or higher capacity.

17. NEGLIGENCE.

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

18. RESPONSIBILITY FOR COMPLETENESS

Any supplies and services which might not have been specifically mentioned in this RFP but are necessary for the design, engineering, manufacture, supply and operationalizing, completeness of the order, shall be provided / made available as per the time schedule for smooth and efficient operation and maintenance of the safe under Indian condition.

The Bidder shall be responsible for any discrepancies, errors and omissions in the drawings or other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the bank or not. The bidder shall take all corrective measures arising out of discrepancies, error and omission in drawings and other information as mentioned above within the time schedule and without extra cost to the bank.

19. FORCE MAJEURE

The bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.

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

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

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In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

Under no circumstances the bidder will be entitled to any compensation, damages or extra cost. Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.

20. RESOLUTION OF DISPUTES.

All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (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 absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. In case the Proposal is not received as required above on or before the said date and time, Bank shall presume that bidder is not interested proceeding with the dispute. The venue of arbitration shall be Thiruvananthapuram, Kerala, India.

21. JURISDICTION:

The Purchase Contract shall be governed by the Laws and Regulations of India for the time being in force and will be subject to the exclusive jurisdiction of the Courts in Thiruvananthapuram, Kerala, India.

22. INDEMNITY:

The Bidder shall keep and hold the purchaser Bank indemnified and harmless from time to time and at all times against all actions, prosecutions 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 Purchaser arising out of:

- i. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the Bidder, non-compliance of safety rules, regulations, instructions by the Bidder and mishaps occurring at the site due to the shifting or manoeuvring.

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- ii. Any contravention or Non compliance with any applicable laws, regulations, rules, statutory or legal requirements by the Bidder.

Further, the Bidder shall indemnify, protect and save the purchaser 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 the services offered by the Bidder.

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

Claims made by the purchaser / third parties in case of infringement of Intellectual property rights or for claims relating to the loss of damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.

Indemnity format is enclosed as Annexure - S. The same to be duly filled and submitted by the successful bidder in a non-judicial stamp paper of appropriate value.

23. RIGHT TO AUDIT:

- a. The Bidder 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 Bidder is required to submit such certification by such Auditors to the PURCHASER. The Bidder and or his/their outsourced agents/subcontractors (if allowed by the PURCHASER) shall facilitate the same. The Bidder shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the PURCHASER.
- b. Where any deficiency has been observed during audit of the Bidder on the risk parameters finalized by the PURCHASER or in the certification submitted by the Auditors, the Bidder shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Bidder shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- c. The Bidder 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 Bidder

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(e.g., financial, internal control and security reviews) and findings made on Bidder in conjunction with the services provided to the PURCHASER

24. Bidder or any of its subcontractors shall not hire any of the existing/ex/retired employees of the bank during the contract period or after the closure/ termination of contract even if existing/ ex/retired employee actively seek employment from Bidder or any of its subcontractor(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.

**Divisional Manager
Premises & Estate Section,
Circle Office
Thiruvananthapuram**

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ANNEXURE - A

Covering letter format

Offer Reference No:

Date:

To
Divisional Manager
Premises & Estate Section,
Canara Bank, Circle Office
Thiruvananthapuram-695001

Dear Sir,

RFP Ref: RFP/04/TRTL/TVM/202 DT: 17/05/2022

Having examined the RFP document including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to 'Supply & Installation of Class BB TRTL Safes to various Branches in our Thiruvananthapuram Circle' in conformity with the said RFP in accordance with the schedule of prices indicated in the Financial offer and made part of this offer.

If our offer is accepted, we undertake to complete delivery operationalizing and handing over the TRTL safes to the Bank within 30 days for all locations as specified in the offer document. We enclose a Demand Draft / Bank Guarantee in lieu of EMD as per RFP in favour of Canara Bank as EMD.

We agree to abide by this offer till 6 months from the date of opening of the RFP and for such further period as may be requested for by the bank, and agreed to in writing by us. We also agree to keep the Earnest Money Deposit / Bank Guarantee in lieu of EMD during the entire validity period of the RFP. However if we withdraw our offer within the said validity period, you shall have the right to forfeit the EMD / invoke the Bank Guarantee in lieu of EMD, without reference to us. We agree to abide by and fulfill all the terms and conditions of the RFP and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in RFP together with the return acceptance of the purchase contract for supply of the TRTL Safes.

We enclose a list of clients in India (giving their full addresses) where the model quoted by us now have been supplied by us and the name and addresses of our Bankers.

We also confirm that we have not been disqualified by any PSU bank for supply of Security equipment.

Our PAN number for Income Tax is _____.

We are registered with the Goods & Service Tax authorities and our registration numbers are as follows.

Goods & Service Tax Registration Number is _____.

We accept all the Instructions and Terms and Conditions of the subject RFP.



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We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive without assigning any reason whatsoever.

Dated this _____ day of _____ 2022

Signature. _____

Signature of the Authorized Signatory with date & seal

ENCLOSED : 1) EMD : DD No.s

BG No.

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ANNEXURE - A1

Particulars of Bidders / Manufacturer

<u>Sr No</u>	<u>Particulars</u>	
A	<u>Company/ Bidder Profile</u>	
1	Name of the Bidders/ Firm Company	
2	Constitution	
3	Date of Establishment/ Incorporation	
4	Address Registered Office Corporate Office	
5	Telephone No Mobile No FAX No E-mail Address Website	
6	Sales Turnover 2018-2019 2019-2020 2020-2021	
7	Domestic Customer Base (Number of TRTL safes supplied in India)	
8	Service Network details	
B	<u>Manufacturer's Profile</u>	
1	Name of the Manufacturing Company	
2	Constitution of the Manufacturing Company	

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3	Date of Establishment/Incorporation of the Manufacturing Company	
4	Address of the Manufacturing Company Registered Office Corporate Office	
5	Telephone No FAX No E-mail Address Website	
6	Nature of Relationship of your company with the Manufacturing Company. Subsidiary of the Manufacturing Company/Division of Manufacturing Company/Sole Distributor/Non Exclusive Distributor/Agent/Others Please Specify	
7	Experience of the Manufacturing Company in security equipments	

Signature of the Authorised Signatory with date & seal

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ANNEXURE - A2

Details of Offices/ Branches /Service Centers

Sr No	Place	Postal Address	Contact Details (including Name of In charge and his contact no.email etc)	Service Facilities Available (Describe)	No of Engineers	Jurisdiction
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Signature of the Authorised Signatory with date & seal



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ANNEXURE - A3

Technical compliance Statement

Declaration

We hereby undertake to agree to abide by all the terms & conditions stipulated in the RFP document

We certify that the systems / services offered by us for RFP conform to the specifications stipulated in the RFP form

We have quoted for the Model.....

Signature of the Authorised Signatory with date & seal

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ANNEXURE - B

Authorization letter format

To
The Divisional Manager,
Premises & Estate Section
Canara Bank, Circle Office,
Thiruvananthapuram

Dear Sir,

SUB: Authorization Letter for attending the Bid Opening

REF: YOUR RFP NO: - _____ Dt _____.

This has reference to your above RFP for supply of TRTL safes. Mr/Miss/Mrs. _____ is hereby authorized to attend the bid opening of the above RFP _____ DT: _____ on _____ on behalf of our organization.

The specimen signature is attested below :

Specimen Signature of Representative

Signature of Authorizing Authority

Signature of Attesting Authority

Name of Authorizing Authority



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ANNEXURE -C

Manufacturer’s Authorization Form

No. _____.

Dated. _____

To
The Divisional Manager,
Premises & Estate Section
Canara Bank, Circle Office,
Thiruvananthapuram

Dear Sir,

RFP Reference No. _____

We _____ who are established and reputed manufacturers of _____ having factories at _____ and _____

do hereby authorize M/s _____ (Name and address of the Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for RFP offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the RFP and the contract for the equipment and services offered against this invitation for RFP offer by the above firm and will extend technical support for a period of 6 years from the date of submission of this RFP.

Yours faithfully
(Name)
For and on behalf of

M/s _____

(Name of Manufacturers)

Note: This Letter Of Authority Should Be On The Letterhead Of The Manufacturing Concern And Should Be Signed By A Competent Person Of The Manufacturer.

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ANNEXURE - D

Indicative Price bid & Bill of Material

Supply of the TRTL Safes as below :

S.No	Description of Items	Qty Nos	Rate Per unit (Rs)	Amount / Total Cost (Rs)
1	Cost of the Class BB TRTL Jewel Safes as per IS 550 (Part I) and Technical specifications in Annexure E with double locking facility (2 sets of keys) adhering to the specifications as per RFP including, transportation, and installation of the safes at the identified locations with 12 months of warranty all as per this RFP.			
	TOTAL			
	CGST @ ___%			
	SGST @ ___%			
	GRAND TOTAL			

Notes:

- This bill of material including these Notes, duly filled up and signed, shall be submitted as Financial Bid.
- Bidder must take care in filling price information in the Financial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- All the above prices should be inclusive of all imports cost, duties, excise duty, and exclusive of applicable Taxes like Goods & Service Taxes etc.

Date:	
Place:	Signature
	(name)
	on behalf of

	(Name of the bidder)

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Annexure - E

TECHNICAL SPECIFICATIONS

Cash Safe (Class BB)

Class BB : TRTL – 15 x 6 - Safe having torch and tool resisting capacity on all six sides for 15 min each

The safe should confirm to IS 550 (Part 1): 2014 under all parameters as mentioned by BIS.

1. The Safes should bear a metallic BIS Label, which, inter alia, should contain the following information:
 - i) Manufacturers Name.
 - ii) Class & Rating of Safe i.e., Class 'BB'; TRTL 15x6
 - iii) Year of manufacturing of Safe & Serial Number of the Safe.
 - iv) The ISI mark of BIS (along with the Standards No., i.e., IS 550 (Part 1): 2014 & 2003.
 - v) The CML Number allotted by the BIS to the Manufacturer.
2. The internal volume of the TRTL safes shall be not less than 336 Litres for Class BB safes within a tolerance of (-) 7.5% (no upper limit).
3. Total thickness of steel plate across the safe wall shall be minimum 7 mm subject to a minimum nominal thickness of 2 mm for each plate.
4. Thickness of door slab over the rebate shall be minimum 14 mm for sizes upto 850 & minimum 18 mm for sizes above 850
5. Thickness of door over the bolt work to be minimum 25 mm.
6. Size of each shooting bolt (Area of Bolt Section) to be minimum 800 mm².
7. Depth of engagement of bolts to be minimum 15 mm.
8. The body shall be manufactured in multi-bend construction. The body shall be made so as to provide rebate on four sides. The construction of body shall be such that the resultant force of pull on the door is resisted by a member that is either an integral part of the body or is welded to the inner part of the body and not by any component part that is screwed or riveted.
9. Shooting Bolts: For better security against brutal attack on the Safe, irrespective of its class, the Safe should have at least four shooting bolts on the hinge side, four bolts on the side opposite to hinge side and two bolts each on top and bottom sides. Only on the hinge side of the door, instead of four shooting bolts a single continuous bolt of sliding or

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fixed nature making engagement into the body for at least two-third of the internal height is also acceptable.

10. The safe should have a two-stepped lock case construction and in the closed position the gap at any place between the door edge and the frame shall not be more than 1mm and in locked position it shall not have a play of more than 1mm in the direction in which the door opens.
11. The Safe shall be painted inside and outside with an anti-corrosive primer followed by two undercoats of paints and finally painted with quick drying paint, resulting into minimum 300 hrs of salt spray resistance.
12. Lock shall be of dual control type. Engagement of lock bolt with locking bars to be minimum 5 mm. All locks to have minimum 8 levers made of brass. No two locks shall have the same combination.
13. The Safe shall have automatic relocking device for key fitted in the door which being always on guard shall come into operation if lock is dislodged by explosives or by other means.
14. Each lock shall be provided with duplicates of main and auxiliary keys. The keys shall be mutually non-interchangeable i.e., no lock shall open by other than its own specific keys.
15. Keys for the lock shall be of stainless steel or any other nonferrous material.
16. The interior storage unit with be customized with MS powder coated shelves of 18 guage thickness and provided with 16 Nos of MS powder coated trays with slots for storing gold packets.
17. The trays shall be provided with label holder for organized gold storage.

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Annexure G

Details of Tentative Locations where the TRTL safes will be deployed

Class BB

<u>SL NO.</u>	<u>RO</u>	<u>TRTL REQUIRED</u>
<u>1</u>	<u>TRIVANDRUM I</u>	<u>20</u>
<u>2</u>	<u>TRIVANDRUM II</u>	<u>10</u>
<u>3</u>	<u>ERNAKULAM I</u>	<u>7</u>
<u>4</u>	<u>THRISSUR</u>	<u>15</u>
<u>5</u>	<u>MALAPPURAM</u>	<u>96</u>
<u>6</u>	<u>PALAKKAD</u>	<u>6</u>
<u>7</u>	<u>KOZHIKODE</u>	<u>24</u>
<u>8</u>	<u>KANNUR SOUTH</u>	<u>10</u>
<u>9</u>	<u>KANNUR NORTH</u>	<u>8</u>
<u>10</u>	<u>KASARGODE</u>	<u>5</u>

NOTE:

- a. The Bidder should be able to provide qualified service engineers for attending the problems if any during the Warranty. The availability of services of the engineers for the proposed locations as per **Annexure G** should be ensured.
- b. Qualified Engineers should be employee of the company. The Bidders to furnish their existing service centre infrastructure details like contact details with postal address, no. of engineers, jurisdiction of the engineer etc as per **Annexure A2**.



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Annexure - H

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To

WHEREAS _____ (Name of bidder) (hereinafter called "the bidder " has submitted its RFP dated _____ (Date) for the execution of (Name of Contract) _____ (hereinafter called "the RFP") in favour of Canara Bank hereinafter called the " Purchaser " ;

KNOW ALL MEN by these presents that we, _____ Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at _____ amongst others a branch at _____ (hereinafter called "the Bank" are bound unto the Purchaser for the sum of Rs _____ (Rupees _____ only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents;

THE CONDITIONS of this obligation are:

- (a) If the bidder withdraws its RFP during the period of RFP validity specified in the RFP; or
- (b) If the bidder having been notified of the acceptance of his RFP by the Purchaser during the period of RFP validity;
 - (i) Fails or refuses to execute the Agreement, if required; or
 - (ii) Fails or refuses to furnish the performance security or security Deposit, in accordance with clause 9 of Terms and Conditions of this RFP.

We undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser 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,

- 1) our liability under this Bank guarantee shall not exceed Rs _____ (Rupees _____ only)
- 2) The bank Guarantee is valid upto _____ and

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- 3) 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 the Guarantee as found under clause (ii) above plus claim period)

Dated _____ day of _____ 2022_

SIGNATURE OF THE BANK

ANNEXURE - I - AGREEMENT FORMAT

FORM OF AGREEMENT

This agreement made the _____ day of the month of _____ in the year 2022 BETWEEN, Canara Bank a body corporate constituted under the Banking Companies (Acquisition and Transfer of undertakings Act, 1970, having its Head office, 112, J C Road, BENGALURU) represented by AGM & its duly constituted attorney (hereinafter referred to as the Purchaser / Bank) on the ONE PART; and

*Sri _____ S/D/o _____
 ___ resident of _____ the sole proprietor of
 M/s _____ having office at the following
 address _____

* M/s. _____ the partnership firm having an
 administrative/principal office at _____ represented by its
 Managing/duly authorised partner.

* M/s. _____ company/body corporate incorporated under the
 provisions of the Companies Act 1956/2013 having its registered office at the
 following address _____, duly represented at
 _____ duly represented by its constituted and authorised Managing
 Director, Shri _____ and (hereinafter called the vendor which term
 shall also be called the Supplier or the Contractor) on the other part

WHEREAS THE Purchaser / Bank is desirous to purchase ___ Class BB TRTL safes for their identified Branches under Thiruvananthapuram Circle as detailed in the RFP RFP/05/TRTL/TVM/2022 Dated 30/09/2022 and opened on _____ furnished by the Vendor for the supply, operationalizing and performance of such supply has been accepted by the Purchaser on the terms and conditions as set out therein and interalia others.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;
 - a) Notice inviting RFP
 - b) General Rules and Instructions for the guidance of Bidders.
 - c) Terms and conditions of the RFP.

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ANNEXURE - J - SECURITY DEPOSIT FORMAT

BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT

Guarantee No.....

Amount of Guarantee Rs.....

Guarantee cover from Dated :

To Dated:

Last Date for Lodgement of claim:

To:

.....

.....

.....

.....

In consideration of (hereinafter called "Beneficiary") having agreed to exempt Ltd., having its Registered Office situated at (hereinafter called the "the obligator(s)") from the demand of security deposit of Rs..... (Rupees only) under the terms and conditions of an agreement dated (hereinafter called the "said Agreement") for the due fulfillment by the said obligator of the terms and conditions contained in the said agreement, on production of the Bank Guarantee for Rs..... (Rupees only), at the request of the obligator _____ Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of undertakings) Act, 1970 having its Head Office at _____ amongst others a branch at (hereinafter referred to as "the Bank") has agreed to give following guarantee in favour of the beneficiary for an amount not exceeding Rs..... (Rupees only) against any loss or damage caused to or suffered or would be caused to or suffered by reason of any breach by the said Obligator(s) of any of the terms and conditions contained in the said agreement.

1. We, the Bank to hereby undertake to pay the amount payable under this guarantee without any demur merely on a demand from the beneficiary stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by reason or any breach of the terms and conditions contained in the said agreement or by reason of the obligator's failure to perform the said agreement. Any such demand in writing made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

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2. We, the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the beneficiary under or by virtue of the said agreement have been fully paid and its claims satisfied or till the beneficiary certifies that the terms and conditions of the said agreement have been fully discharged this guarantee. Unless a demand for claim under this guarantee is made on us in writing on or before we shall be discharged from all liabilities under this guarantee thereafter.
3. We, the Bank further agree that the beneficiary shall have the fullest liberty, without consent and without effecting in any manner or obligations hereunder, to extend time of performance the said obligator(s) from time to time or to postpone for any time any of the powers exercisable by the beneficiary against the said obligator(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved of our liability by reason of any extension being granted to the said obligator(s) for any forbearance, act or omission on the part of the beneficiary or any indulgence by the beneficiary to the said obligator(s) or by any such matter or thing whatsoever which under the law relating to sureties would not for this provision have effect of so relieving us.
4. We, the Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the beneficiary in writing.
5. Notwithstanding anything contained herein:
 - (i) Our liability under this Bank Guarantee shall not exceed Rs.
(Rupees only)
 - (ii) This Bank Guarantee is valid upto 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 the guarantee as found under clause(ii) above plus claim period)

Place:

Date :

Signature

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ANNEXURE - K

Undertaking Letter in Your Letter Head with Technical Bid

To,

The Asst General Administration
Canara Bank,

SUBJECT:

Dear Sir,

This has reference to your above RFP published in your banks web site and NIC web site .

We hereby state that we M/s _____ have submitted the aboveoffer documents duly filling at the appropriate places without making any alterations , corrections , omissions in the offer issued by the bank or downloaded from the web site.

Signature & Name of theBidder with seal

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APPENDIX- L

(DECLARATION TO BE SUBMITTED ON LETTER HEAD OF THE BIDDER)

Ref: RFP -RFP/05/TRTL/TVM/2022DT:30/09/2022

I / We hereby declare that I / We have not been banned or delisted or debarred by any Government , Quasi Government Agencies, Public Sector Undertakings or Private Companies anywhere, anytime.

Should it be observed anytime during currency of the bidding process or during execution of the work that I / We have been banned, delisted or debarred by any of the above Agencies, then I / We agree for termination of the contract forthwith and also agree for forfeiture of our Earnest Money Deposit and Security cum Performance Deposit, if any, by Canara Bank, without any recourse.

Dated:

Signature & Name of the Bidder with seal

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- c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payment made, are committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- e) Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences

- f) To cancel all or any other contracts with the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER and the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER.
- g) To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- h) To recover all sums paid in violation of this Pact by BIDDER/ SELLER/ CONTRACTOR/ SERVICEPROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.
- i) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER, the same shall not be opened.
- j) 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.
- k) The BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER.

(2) The BUYER will be entitled to take all or any of the actions mentioned as per above clause - 1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

(3) The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/ SELLER/ CONTRACTOR shall be final and conclusive on the BIDDER/ SELLER / CONTRACTOR. However, the BIDDER/SELLER/CONTRACTOR/SERVICE can approach the Independent External Monitor (s) appointed for the purpose of this pact.

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as mentioned in section 3, clause - 1a to 1k).

Section 6 - Equal Treatment of all Bidders/ Contractors/ Subcontractors

1. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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9. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the Managing Director, CANARA BANK.

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the principal, i.e. _____.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(For & On behalf of the Principal)
Contractor)

(Office Seal)

Place:

Date :

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

(For & On behalf of Bidder/

(Office Seal)

Annexure - N

PURCHASE PREFERENCE

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

1. Micro & Small Enterprises [MSEs]:

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

- 1.1. MSEs should provide proof of their being registered as MSE (indicating the Terminal Validity Date of their Registration) **for the item** under Tender/ RFP along with their offer, with any agency mentioned in the Notification, including:
 - 1.1.1. District Industries Centres or
 - 1.1.2. Khadi Village Industries Commission or
 - 1.1.3. Khadi & Village Industries Board or
 - 1.1.4. Coir Board or National Small Industries Corporation or
 - 1.1.5. Directorate of Handicrafts & Handloom or
 - 1.1.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
 - 1.1.7. For ease of registration of Micro and Small Enterprises (MSMEs), Ministry of MSE has started Udyog Aadhaar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.
- 1.2. MSEs participating in tenders, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 in a situation where L1 price is from someone other than MSE & such MSE shall be allowed to supply at least 20% of total tendered value. In case there are more than one MSEs within such price band and agree to bring down their price to L1, the 20% quantity is to be distributed proportionately among these Bidders.
- 1.3. MSEs are exempted from paying Application fee/cost & EMD, subject to furnishing of Valid certificate for claiming Exemption.
- 1.4. The Eligible MSEs who intend to match the L1 Price (ultimately decided by the Bank) shall indicate the willingness to match the L1 Price within 6 working

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days from the date of communication from the Bank to avail the purchase preference.

- 1.5. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Canara Bank as per Form PP-B.
- 1.6. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.
- 1.7. The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.

2. Startup:

- 2.1. Applicable for Indian Bidders only as defined in gazette notification no. D.L-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.
- 2.2. As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in tender document.
- 2.3. Further, the Startups are also exempted from submission of Tender Fee and EMDs.
- 2.4. For availing the relaxations, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.
- 2.5. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Canara Bank as per Form PP-B.

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

Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 28.05.2018 has notified revised guidelines to be followed to promote manufacturing and production of goods and services in India under "Make in India" initiative.

- 3.1. "Local Supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum local content as

prescribed under the aforesaid order or by the competent Ministries/Departments in pursuance of the aforesaid order.

- 3.2. The minimum local content shall be 50% in general (unless otherwise prescribed by the Nodal Ministry) and the margin of purchase preference shall be 20%.
- 3.3. For award of contract, the following clauses shall be applicable in addition to other provisions in the bidding document in this regard:
 - 3.3.1. In procurement of goods, services or works in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of goods or services or works is more than Rs. 50 lakhs, the provisions of sub-paragraph 3.3.2 or 3.3.3, as the case may be, shall apply;
 - 3.3.2. In the procurements of goods or works which are not covered by paragraph 3.3.1 and which are divisible in nature, the following procedure shall be followed:
 - 3.3.2.1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
 - 3.3.2.2. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case, some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
 - 3.3.3. In procurement of goods or works not covered by sub-paragraph 3.3.1 and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:
 - 3.3.3.1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
 - 3.3.3.2. If L1 bid is not from a local supplier, the lowest bidder among the local suppliers will be invited to match L1 price subject to local supplier's quoted price falling within the margin of

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purchase preference, and the contract shall be awarded to such local supplier subject to matching L1 price.

3.3.3.3. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

- 3.4. Purchase preference for domestic manufacturer/local supplier, methodology of its implementation, value addition to be achieved by domestic manufacturers, self-certification, compliance, monitoring and other terms & conditions shall be as per the aforesaid Guidelines/Notifications. The Guidelines may be treated as an integral part of the tender documents.
- 3.5. The preference to 'Public Procurement (Preference to Make in India) Order 2017' shall be subject to meeting technical specifications and full compliance of other terms and conditions of the RFP and Contract.
- 3.6. The Bidder quoting value upto Rs. 10 Crores shall be required to provide self-certification(as per Form PP-C) along with the bid that the item offered meets the minimum local content in terms of para 9(a) of the Public Procurement (Preference to Make in India) Order 2017. Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers. Bidder has to provide the value & percentage of the local content in price bids.
- 3.7. If Bidder is quoting more than Rs. 10 Crores in their Commercial Proposal, then Bidder has to submit a certificate (as per Form PP-D) from statutory auditor of the company (in case bidder is a company) or from a practicing Cost Accountant or practicing Chartered Accountant (in case bidder is not a company) along with his bid in terms of para 9(a) of the Public Procurement (Preference to Make in India) Order 2017. Bidder has to provide the value & percentage of the local content in price bids.
- 3.8. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules issued by the Ministry of Finance for which a bidder or its successors can be debarred for up to two years as per Rule (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- 3.9. All the relevant documents/information regarding claim for preferential treatment under this policy must be submitted along with offer by the tenderers. Post tender submission of these information/documents shall not be considered. Further firms seeking these considerations shall be completely responsible for the truthfulness and authenticity of their claim for these benefits.

3.10. Ministry of Electronics and Information Technology (MeitY):

In furtherance of the Public Procurement (Preference to Make in India) Order 2017 notified vide reference cited above, Ministry of Electronics and

Information Technology, Government of India has notified ten (10) electronic products vide reference F.No.33(1)/2017-IPHW dated 14.09.2017.

3.10.1. Domestic Manufacturers are required to indicate the domestic value addition/Local Content in terms of Bill of Material (BoM) for the quoted products, in terms of aforesaid guidelines, in their bid. Bidders, claiming to bid in the status of domestic manufacturer/local supplier on behalf of domestic manufacturer are also required to give an undertaking in the format as given in MeitY Form-1.

3.11. Department of Telecommunications (DoT):

In furtherance of the Public Procurement (Preference to Make in India) Order 2017, Department of Telecommunications, Ministry of Communications, Government of India has notified Thirty-Six (36) Telecom Products, Services and Works vide reference No. 18-10/2017-IP dated 29.08.2018.

3.11.1. Domestic Manufacturers are required to indicate the domestic value addition/Local Content in terms of Bill of Material (BoM) for the quoted products, in terms of aforesaid guidelines, in their bid. Bidders, claiming to bid in the status of domestic manufacturer/local supplier on behalf of domestic manufacturer are also required to give an undertaking in the format as given in DoT Form-1.

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

4. In case a bidder is eligible to seek benefit under Purchase PP-LC policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC and MSE policy in Form PP-A. The option once exercised cannot be modified subsequently.

5. Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

6. In case a MSEs bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders

7. For price matching opportunities and distribution of quantities among bidders (bidder's option to avail any one out of two applicable purchase preference policies, i.e., PP-LC-2017 or PPP-2012 will be considered), the precedence shall be in the following order:

7.1 Public Procurement Policy for MSE 2012

7.2 Purchase Preference linked with Local Content (PP-LC).

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ANNEXURE -P
CERTIFICATE

(On letter head of the Company / Firm)

To
Divisional Manager
Premises & Estate Section,
Circle Office
Thiruvananthapuram

Dear Sir,

Request For Proposal (RFP) Ref:RFP/05/TRTL/TVM/2022 dated 30/09/2022

This is to certify that we have read the clause regarding restrictions on procurement from bidders of countries sharing land border with India as per Ministry of Finance Order (Public Procurement No. 1) dated 23rd July, 2020. Further, it is certified that our company is neither from a country sharing land border with India nor our company is an entity as under:

- a) An **entity** incorporated, established or registered in such a country
- b) A **subsidiary** of an entity incorporated, established or registered in such a country
- c) An **entity substantially controlled** through entities incorporated, established or registered in such a country
- d) An entity whose **beneficial owner** (as per definition attached) is situated in such a country
- e) An Indian (or other) **agent** of such an entity
- f) A **natural person** who is a citizen of such a country
- g) A **consortium or joint venture** where any member of the consortium or joint venture falls under any of the above.

2. Further, it is certified that provisions of paragraph 10 of the above order are not applicable to us in respect of captioned RFP.

Place:

Signature:

Date:

Name &

Designation
Company Seal

Definition of “Beneficial Owner”

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. “Controlling ownership interest” means ownership of, or entitlement to, more than twenty-five percent of shares or capital or profits of the company;
 - b. “Control” shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under 1. or 2. or 3 above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

.....

Annexure- Q

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 have 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 and so on and so forth

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-15(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.

C) Training:

- 1) 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-15(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 cannot be cancelled. The Bidder is bound to supplies as per the RFP at the bid price of Reverse Auction.

11) 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.)

12) Bidder will be able to view the following on their screen along with the necessary fields in Reverse Auction:

i) Opening Price

ii) Leading / Lowest Bid Price in Auction (only total price)

iii) Last Bid Price placed by the respective Bidder.

13) 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.

1) 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 mail the scanned copy duly signed filled-in prescribed format Annexure-15(2) as provided on case-to-case basis to Bank within 24 hours of Reverse Auction without fail. The Original signed Annexure-15(2) should be couriered so as to reach us within 2 working days 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 2 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- Q (1)

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

To
Divisional Manager
Premises & Estate Section,
Circle Office
Thiruvananthapuram

Date : -----

Acceptance of Reverse Auction Business Rules and Terms & conditions in respect of Tender / RFP No RFP/05/TRTL/TVM/2022 dated 30/09/2022 for Supply & Installation of TRTL safes at various Branches in our Circle.

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 mail the scanned copy duly signed filled-in prescribed format (Annexure-15(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 2 working days 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 to issue USER ID & PASSWORD to him. His 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- Q (2)

(To be submitted by Successful Bidder of Reverse Auction within 2 Working Days from the end of Reverse Auction event)

To
Divisional Manager
Premises & Estate Section,
Circle Office
Thiruvananthapuram

Date : -----

Sir,

Final / Lowest Bid Price quoted in Reverse held on _____ in respect of Tender / RFP Ref. No. **RFP/05/TRTL/TVM/2022** dated 30/09/2022 For procurement of TRTL SAFES

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 2 working days from the end-of Reverse Auction event.
- 2) Any variation between the on-line 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 him 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 him from participating in future.

Signature with company seal :

Name of Authorized Representative & Designation :

Email :

Mobile :

Tel. No :

Fax No :

Annexure- Q (3)

Process Compliance Form

(The Bidders are required to print this on their company's letter head and sign, stamp before 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 procurement of Hardware 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 fax the price confirmation & break up of our quoted price as per Annexure- Q(2) as requested by ____ (Bank) / ____ (Service Provider) within the stipulated time.

We, hereby confirm that we will honour 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

ANNEXURE - R

The bidder has to submit the following documents to eligible for submitting the Online Bid:

1. Earnest Money Deposit of Rs.25,00,000/- (Rupees Twenty Five lakh only) by way of Demand Drafts of a Scheduled commercial Bank issued in favour of Canara Bank, Head Office/ BG issued by a Nationalised Bank other than Canara Bank payable at Bengaluru.
2. The Pre Contract Integrity Pact format as per Bank's format should duly filled in a non judicial stamp paper of Rs 200/-.
3. The following documents to be duly signed by the Authorised person with company seal:
 - Business Rules and Terms & Conditions of Reverse Auction as per Annexure - Q.
 - Acceptance of Reverse Auction Business Rules and Terms & conditions as per Annexure Q (1).
 - Successful Bidder of Reverse Auction within 2 Working Days from the end of Reverse Auction event as per Annexure Q (2).
 - Process Compliance Form as per Annexure Q (3).

The above required documents along with DDs should be submitted to the following address to reach on or before 08/06/2022 (3.00 pm).

Divisional Manager,
Premises & Estate Section,
Circle Office, Thiruvananthapuram

Those submit the DD will required documents will be only be able to submit the Bid online tendering process.

Submission of EMD in the form of fixed deposit or in any other form is not acceptable and tenders with such EMD shall be rejected.

No interest shall be allowed on the Earnest Money Deposit (EMD). Tenders without EMD shall be summarily rejected. However, MSEs are exempted from paying EMD as per MSME Act 2012. For getting the benefits in case of MSE firms, Bidders / agencies should submit registration certificate issued from the relevant authorities. Such request also should reach the above address on or before 21/10/2022 (3.00 pm)

ANNEXURE - S

INDEMNITY FORMAT

THIS DEED OF INDEMNITY executed at (Place) on this day of month of year two thousand and twenty two(2022) By.....(herein after called the Bidder) duly represented by proprietor/one of its partners/director Sri, aged.....years, son of Sri.....residing at

In favour of

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, Bangalore - 560002 & represented by its Circle Office_____.

Whereas the Bidder had applied for the tender

Whereas the tender submitted by the Bidder for the above mentioned work was accepted by Canara Bank and the work of has been awarded in favor of the Bidder vide Ref No

And whereas for undertaking the work awarded as per the above noted reference, the Bidder has entered into contract with Canara Bank on

Now this Deed Witnessed that in pursuance of the aforesaid contract **dated**and in consideration of Canara Bank having agreed to make payment on the bills claimed by the Bidder herein based on the works completed in respect of the above referred contract, the Bidder hereby indemnifies and keep harmless Canara Bank & its Architect/consultant and its officials/staff from time to time and at all times against all actions, prosecutions 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 Purchaser arising out of:

- i) The breach, default or non-performance of undertakings, warranties, covenants or obligations by the Bidder, non-compliance of safety rules, regulations, instructions by the Bidder and mishaps occurring at the site due to faulty work executed by the Bidder.
- ii) Any contravention or Non compliance with any applicable laws, regulations, rules, statutory or legal requirements by the Bidder.

Further, the Bidder indemnifies to protect and save Canara Bank & its Architect/consultant and its officials / staff from against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement

Supply& Installation of Class A & Class BB TRTL Safes to various Branches in our Trivandrum Circle

of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of the services offered by the Bidder.

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

There is no limit to claims made by the Purchaser/third parties in case of infringement of Intellectual property rights or for claims relating to the loss of damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited ”.

Signature of Bidder with Seal