

RFP/03/TRTL/TVM/2022DT: 31/03/2022
Supply & Installation of Class A TRTL Safes to various Branches in our Thiruvananthapuram Circle

NOTICE INVITING REQUEST FOR PROPOSAL (RFP)

SUPPLY OF CLASS A 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 A 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 31.03.2021 in the activity of supply of TRTL safes	1. Original Manufacturer / Authorized Dealer Certificate. 2. Order copies older than 5 years from 31.03.2021.
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.1.4 crores each year from sales of safes, security equipment during last three financial years i.e. 2018-2019, 2019-2020, 2020-2021.	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. 2018-2019, 2019-2020, 2020-2021 from safes and security equipment.



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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**

6SIGNATURE OF TENDERER WITH COMPANY SEAL

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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 08.03.2022. No oral or individual consultation shall be entertained. No queries will be entertained from the tenderers after the pre-bid meeting.

- 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
- 4) **SPLIT CLAUSE:** The L1 & L2 will be determined on the basis of the lowest price (Cost of safes) in the Reverse Auction. L2 bidder will have to match L1 price. The orders may be split between L1 & L2 in the ratio of 60% & 40% and in the case of fraction, the quantity will be rounded off to the nearest number. If the L2 bidder does not / cannot match the prices with the L1 bidder, under the RFP there shall be an option to make an offer and negotiate with the L3 bidder and so on and so forth.

If L2/L3/L4... is not agreeing with the price of L1, the work order will be given to L1 bidder only.

5) **ONLINE REVERSE AUCTION (ORA):** Bidders, whose Commercial Bids (Indicative) have been opened by the Bank will be called for the Reverse Auction.

Reverse Auction event will be carried out among the technically qualified Bidders, based on Technical Evaluation, for providing opportunity to the Bidders to quote the price dynamically for the procurement for which RFP is floated and also to get the most competitive price.

- i. For finalization of the most competitive offer, the Bank will conduct “Reverse auction”. The detailed procedure and Business rules for the Reverse auction is given as per Annexure - XIV.
- ii. The Bank will inform the technically qualified bidders whose Commercial Bids (Indicative) have been opened by the Bank for participating in the Reverse auction process which will be conducted by an Auction Agency authorized by the Bank. The Bank will share the contact details of the concerned person of the Auction Agency. Specific rules for this particular event viz. date and time, CAP price, bid decrement value, duration of event etc. shall be informed by the Auction Agency to the participating bidders before the event. The bidders should furnish indicative prices for the project in their Indicative Commercial bid (indicative) to facilitate finalizing the start bid for “Reverse auction”. However, the CAP price for Reverse auction will be fixed by the Bank.
- iii. Bidders should note that the indicative Commercial bid (indicative) is considered for the purpose of conducting Reverse auction process only. The L-1 bidder will be decided only later, on finalization of prices through Reverse auction.

6) **RE-AUCTION/S RULES:** The Bank may consider the option of a Re-Auction/s in the following circumstances:

- a. At the end of the Reverse Auction, L1 price is not acceptable to the Bank.
- b. During the process of reverse auction, if there is no bids from logged in bidders, Bank may decide a re-auction by revising the CAP price for Re-auction.
- c. At the end of the Reverse Auction If only one bidder bids, the Bank at its discretion may decide to finalise or a re-auction.
- d. If only two price bids are qualified, for reverse auction, Bank reserve rights for Re-Auction with the required amendments if necessary.

Even after conducting Reverse Auction/s, if no Bidder has quoted or the prices quoted by them are not acceptable to the Bank, the Bank at its discretion can ask all the technically qualified Bidders to submit the Commercial bid (indicative) by giving sufficient time to the Bidders. If Bidder/s are not submitting the Commercial bid (indicative) within due date and Time, their EMD will be liable to be forfeited. If the EMD is submitted by way of BG, the Bank can its discretion invoke the Bank Guarantee.

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this RFP document and all other terms and conditions subject to which such information is provided.

- The RFP is neither an agreement nor an offer and is only an invitation by the Bank to interested parties who are qualified for submission of bids. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly signatory of the Bank and the Successful bidder/s.
- The purpose of this RFP is to provide the bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary may obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.
- Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Such change will be published on the Bank's website www.canarabank.com, also on e-procurement Technologies Limited <https://canarabank.abcprocure.com> and it will be binding on the bidder.
- The Bank reserves the right to reject any or all the proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of the Bank shall be final, conclusive and binding on all the parties.

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

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 (Part2) and IS 550:2014 (Part 3). The sampling frequency will be 1 for every 100 safes delivered at site. The selection of the TRTL safes for testing shall be random selection at Banks discretion after recording the identification of the equipment. 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.

10. ORDER CANCELLATION/TERMINATION.

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

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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/03/TRTL/TVM/202 DT: 31/03/2022

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 A 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 30days 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 equipments.

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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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 -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 - 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 above offer 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 the Bidder with seal



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APPENDIX- L

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

Ref: RFP - RFP/03/TRTL/TVM/2022DT:31/03/2022

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

ANNEXURE - M

PRE CONTRACT INTEGRITY PACT FORMAT

PRE CONTRACT INTEGRITY PACT

Between

This pre-bid contract Agreement (herein after called the Integrity Pact) is made on ____ day of the month 2019, between, CANARA BANK hereinafter referred to as "The Principal", a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at 112, J.C. Road, BENGALURU 560 002, with branches spread over India and abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri _____, (Designation of the officer) representing _____, of the BUYER, of the FIRST PART

AND

M/s. _____ represented by Shri _____ Chief Executive Officer/Authorised Signatory (hereinafter called the "The Bidder/ Seller/ Contractor/ Service Provider", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART

The Principal intends to award, under laid down organizational procedures, contract/s for _____. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

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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 an 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

outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts
If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as below -

(1) Any breach of the provisions herein contained by the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER. However, the proceedings with the other BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER(s) would continue.
- b) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- c) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER.
- d) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of (Name of the Bank/Financial Institution) while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER /CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
- e) To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.

- 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.

RFP/03/TRTL/TVM/2022DT: 31/03/2022
Supply & Installation of Class A TRTL Safes to various Branches in our Thiruvananthapuram Circle

ANNEXURE - O
SATISFACTORY PERFORMANCE CERTIFICATE

This is to Certify that M/s _____ has supplied and installed ___ Nos of Class A TRTL jewel safes having BIS label and make _____ with ___ Nos of drawer units and the same has been installed satisfactorily at the desired location within the Branch.

The double locking facility for the safe is functional and 2 sets of keys have been handed over by the company.

Date:

Place:

Signature of the Branch in Charge with 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/03/TRTL/TVM/2022 dated 31/03/2022 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/03/TRTL/TVM/2022** dated 31/03/2022 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.

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

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.100000/- (Rupees One 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 21/04/2022 (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 21/04/2022 (3.00 pm)

ANNEXURE - S

INDEMNITY FORMAT

THIS DEED OF INDEMNITY executed at (Place) on this day ofmonth 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 warded 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 _____ 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