

REQUEST FOR PROPOSAL [RFP]

FOR

**“ANNUAL MAINTENANCE CONTRACT / ANNUAL TECHNICAL SERVICE FOR
COMPUTERS & PERIPHERALS IN VARIOUS BRANCHES / OFFICES OF
CANARA BANK UNDER DELHI CIRCLE”**

Issued by: Canara Bank,
T M SECTION
Circle Office, Delhi
38, Ansal Tower
Nehru Place, Delhi-110019
e-mail id :: tmscodel@canarabank.com
Contact Number :: 011-26440588



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Section - A

BID SCHEDULE & ABBREVIATIONS

1. BID SCHEDULE

Sl. No.	Description	Details
1.	RFP No. and Date	RFP 02/2020-21 dated 28/12/2020
2.	Name of the Section	Technology Management Section
3.	Brief Description of the RFP	Annual Maintenance Contract of Computer Items and peripherals.
4.	Bank's Address for Communication	T M SECTION Circle Office, Delhi 38, Ansal Tower Nehru Place, Delhi-110019 e-mail id :: tmscodel@canarabank.com
		Contact Number :: 011-26286052
5.	Date of Issue of RFP	28/12/2020, Monday
6.	Tender Fee (Non-refundable)	Mode of Submission: Offline
		Rs. 2,360/- (including 18% GST)
7.	Earnest Money Deposit (Refundable)	Mode of Submission: Offline
		<u>Rs. 2,50,000/- (5% of approx contract value)</u>
8.	Performance Bank Guarantee/Bid Security	10% of Total Order Value
9.	Purchase Preference Policies	Applicable
10.	Last Date and Time for Submission of Bids	18/01/2021, Monday upto 3.00pm
11.	Documents to be submitted physically by Bidder	□ Tender Fee (DD) □ DD/Bank Guarantee for EMD □ Acknowledgement issued by offline by way of letter
12.	Last Date and Time for Submission of Physical Documents	18/01/2021, Monday upto 3.00pm
13.	Date, Time & Venue for opening of Part A- Conformity to Eligibility Criteria.	18/01/2021, Monday upto 3.30pm Venue: Canara Bank, T M SECTION Circle Office, Delhi 38, Ansal Tower Nehru Place, Delhi-110010

14.	Date and Time for opening of Technical Bid Part-B/Commercial Bid Part-C	Will be intimated at a later date.
15.	Pre-Bid Meeting	<p>i. Pre-bid meeting will be held on 12/01/2021, Tuesday at 3.30pm Venue: Canara Bank, T M SECTION Circle Office, Delhi 38, Ansal Tower Nehru Place, Delhi-110010</p> <p>ii. Pre-bid Queries to E-mail tmscodel@canarabank.com must reach us on or before 06/01/2021, Wednesday at 3.00pm. Subject of the email should be given as "Pre Bid Queries for RFP 02/2020-21 dated 28/12/2020".</p> <p>iii. No suggestions or queries after the cut-off time will be entertained.</p>
16.	Other Details	<p>i. The bidder must fulfil the Pre-Qualification criteria to participate in the bid.</p> <p>ii. Subsequent changes made based on the suggestions, queries 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/announcements/tenders.</p>
17.	<p>This document can be downloaded from following website http://canarabank.com/english/announcements/tenders. In that event, the bidders should pay the Tender Fee for tender document by means of DD drawn on any Scheduled Commercial Bank for the above mentioned amount in favor of Canara Bank, payable at Delhi and submit the same as mentioned above.</p> <p>Any Amendments, Modifications, Pre Bid Replies, Clarifications & any communication etc. will be uploaded in the Bank's website (i.e. http://canarabank.com/english/announcements/tenders). No individual communication will be sent to the individual bidders.</p>	



DISCLAIMER

The information contained in this Request for Proposal ("RFP") document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of Canara Bank (or Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by Canara Bank Circle Office Delhi to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as "Bidder" or "Bidders" respectively). The purpose of this RFP is to provide the Bidders with information to assist the formulation of their proposals. This RFP does not claim to contain information each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. Canara Bank, Circle Office Delhi makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain information that a Bidder requires. Canara Bank, Circle Office, Delhi does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.

Canara Bank, Circle Office, Delhi reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Bank's Website (<http://canarabank.com/english/announcements/tenders>) and it will become part and parcel of RFP.

The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. This RFP document prepared by Canara Bank, Circle Office, Delhi should not be reused or copied or used either partially or fully in any form.

Canara Bank, Circle Office, Delhi in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Canara Bank Circle Office, Delhi reserves the right to reject any or all Request for Proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Canara Bank shall be final, conclusive and binding on parties.



ABBREVIATIONS

1.	AMC/ATS	Annual Maintenance Contract/ Annual Technical Support
2.	BG	Bank Guarantee
3.	BOM	Bill of Material
4.	DD	Demand Draft
5.	DIT	Department of Information Technology
6.	EMD	Earnest Money Deposit
7.	GST	Goods and Service Tax
8.	HO	Head Office
9.	LD	Liquidated Damage
10.	MSME	Micro Small & Medium Enterprises
11.	NEFT	National Electronic Funds Transfer
12.	NI Act	Negotiable Instruments Act
13.	IT	Information Technology
14.	OEM	Original Equipment Manufacturer
15.	OS	Operating System
16.	RFP	Request For Proposal [Inter alia the term 'Tender' is also used]
17.	RTGS	Real Time Gross Settlement
18.	TMS	Technology Management Section
19.	CO	Circle Office
20.	RO	Regional Office



SECTION B - INTRODUCTION

1. About Canara Bank:

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 Undertakings) Act, 1970, having its Head office at 112, J C Road Bengaluru-560002 and among others, having Circle Office at 38, Ansal Tower, Nehru Place, Delhi-110019. Syndicate Bank has amalgamated with Canara Bank with effect from 01/04/2020. The amalgamated Bank i.e., Canara Bank is having pan India presence of more than 10,391 branches, 24 Circle Offices and 176 Regional Offices situated across the States. The Bank is working on Core Banking System using Flex cube solutions. The Bank is a forerunner in implementation of IT related products and services and continuously making efforts to provide the state of art technological products to its customers.

2. Definitions:

- 2.1. 'Bank' means unless excluded by and repugnant context or the meaning thereof, shall mean 'Canara Bank', described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successor and permitted assigns.
- 2.2. 'RFP' means Request for Proposal for Supply, Installation and Maintenance of Scanners for Cheque Truncation System through e-procurement in Canara Bank.
- 2.3. 'Bidder' means a vendor submitting the proposal in response to RFP.
- 2.4. 'Contract' means the stamped agreement between the successful bidder and the Bank at the conclusion of bidding process, wherever required.
- 2.5. 'Successful Bidder' / 'Selected Bidder' / 'L1 bidder' means the Bidder who is found to be the lowest bidder after conclusion of the bidding process, subject to compliance to Terms and Conditions of the RFP, etc.

3. About RFP:

- 3.1. The Bank wishes to enter into Annual Maintenance Contract for Computer items & Peripherals with reputed vendors for its Branches/Offices spread across the state of Delhi, Uttar Pradesh (Districts - Noida & Ghaziabad) & Uttrakhand through RFP (Open tendering) process.
- 3.2. In this connection, Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for Maintenance of Computer Items & Peripheral through RFP (Open Tendering) in Canara Bank as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.

4. Objective:

- 4.1. The Bank intends to enter into Annual Maintenance Contract for Computer items & Peripherals from reputed vendors for its Branches/Offices spread across the state of Delhi, Uttar Pradesh (Districts - Noida & Ghaziabad) & Uttrakhand through (comes under Canara Bank, Circle Office, Delhi) RFP (Open tendering) process.
- 4.2. The selected bidder will enter into a Contract with Canara Bank Circle Office, Delhi Centrally at 38, Ansal Tower, Nehru Place, Delhi-110019 for AMC of computer items and peripherals Canara Bank branches / offices in the state of Delhi, Uttar Pradesh (Districts - Noida & Ghaziabad) & Uttrakhand as per the specifications and Requirements details mentioned in the RFP.
- 4.3. The selected bidder will undertake to ensure availability of Hardware Parts & peripherals including sufficient manpower as mentioned elsewhere in the this RFP documents for providing AMC service.
- 4.4. The selected bidder will provide the latest available models of hardware items, or software to meet the RFP requirement. In case the proposed hardware or software item is not available at the time of Purchase Order during the validity of the Contract Period, Bidder has to provide the hardware or Software with higher specification or higher version without any additional cost to the Bank.

5. Requirement Details

- 5.1. Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for Annual Maintenance Contract through RFP - offline in Canara Bank as per the Terms & Conditions, Technical Specifications/requirement and Scope of Work described elsewhere in this document. The brief description of computer items and peripherals in Canara Bank branches / offices spread over the state of Delhi, Uttar Pradesh (Districts - Noida & Ghaziabad) & Uttrakhand comes under Circle Office, Delhi is furnished in following tables:

Sl. No.	Item details	Quantity
a.	Annual Maintenance Contract of Computer items i.e. Desktop, Printer, Passbook Printer, Colour Printer and Scanner in Canara Bank Branches/offices under Circle Office, Delhi.	As per Annexure-12

- 5.2. Above existing Hardware / Software of Computer & Peripherals (as per Annexure - 12) in Canara Bank are to be covered under the AMC of 3 Years commencing from 01/04/2021 to 31.03.2024 subject to annual review (if contracted).

6. Participation Methodology:

- 6.1. In the tender authorized Service Provider/Partner for one or more OEM e.g. HP, Samsung, Acer, Dell, Canon, etc. satisfying the stipulated Eligibility Criteria & meeting the requirement of RFP can bid for the item/product in the tender.
- 6.2. The bidder should assume complete responsibility for providing end-to-end solution i.e., technology, personnel, financial and any other infrastructure that would be required to meet intent of this RFP at no additional cost to the bank. To this effect Bidder should provide a dealer/distributor certificate.

7. Eligibility Criteria:

- 7.1. The Bidder should be a registered MSME/Partnership firm/LLP or Private/Public Limited company under Indian companies Act, 1956 or Indian Companies Act 2013.
- 7.2. Bidder should have dedicated Service Engineers for each district of Delhi, Uttar Pradesh (Districts - Noida & Ghaziabad) & Utrakhand State.
- 7.3. The bidder should be an authorised Service Provider/Partner for one or more OEM- HP, Samsung, Acer, Dell, Canon. with Capable Engineers to support Desktops, Laptops, Printers, Scanners and other computer peripherals, etc.
- 7.4. The bidder must have an average turnover of **Rs. 3 Crore** in the last two financial years i.e., 2017-18 & 2018-19 (Audited annual Financial Statement to be submitted as proof).
- 7.5. The bidder should have positive Net Worth as on 31/03/2018 & 31/03/2019 (Provisional Financial Statement as on 31/03/2020, also to be submitted).
- 7.6. The Bidder should have at least three Years Experience in providing Direct Annual Maintenance Contract Services to any of the Public Sector Banks/Private Banks/PSUs/Govt Departments/Govt Institutions, having expertise in the maintenance of minimum of 1000 Desktops and 500 Printers and 250 Scanners under AMC (as on 31/03/2020), in this regard proof is to be submitted.
- 7.7. The bidder should have service centres in the locations of Delhi, Uttar Pradesh (Districts - Noida & Ghaziabad) & Utrakhand State with the minimum of 45 Engineers in the state of Delhi, Uttar Pradesh (Districts - Noida & Ghaziabad) & Utrakhand having experience in maintenance of Hardware items.
- 7.8. The bidder has to provide 2 On site Engineers at Circle Office Delhi & 1 On site Engineer at each Regional Office located at Delhi, Uttar Pradesh (Districts - Noida & Ghaziabad) & Utrakhand State. Onsite Engineers shall be certified in the computer hardware's.
- 7.9. The bidder should not have been **black-listed** by any Public Sector Bank/PSU/Government Department in the past. A self-declaration letter by the bidder, on the company's letter head should be submitted along with the bid. The bidder should conduct background verification check for the service Engineers deployed to bank and to provide the certificate in this regard.



7.10. Non-compliance to any of Eligibility criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation. The proof provided must be in line with the details mentioned in "Documents to be submitted for Eligibility Criteria Compliance". Any credential detail mentioned in "Eligibility Criteria Compliance" not accompanied by relevant proof documents will not be considered for evaluation.

8. Documents required:

8.1. Suitable Proof establishing the incorporation of the firm.

- Copy of GST Registration Certificate.
- PAN card of the firm/company.
- MSME registration certificate.

8.2. Audited Balance sheet & financial statements for last 2 years (2017-18 & 2018-19).

8.3. Certificate from Company's Chartered Accountant (who has also audited the Balance Sheet of the Company) specifying turnover from the AMC Business for last two years.

8.4. Bidder should submit Positive net worth certificate as on 31/03/2018 or 31/03/2019 produced by Chartered Accountant. Bidder should also submit Provisional Financial Statement as on 31/03/2020.

8.5. The Bidder should submit Undertaking Letter from OEM (e.g. HP, Samsung, Acer, Dell, Canon, etc.) certifying that Bidder is an authorised Service Provider/Partner to service/maintain their Products in India.

8.6. Bidder should submit Proof for 3 years experience in Annual Maintenance Contract Services to any of the Public Sector Banks/Private Banks/PSUs/Govt Departments/Govt Institutions, having expertise in maintenance of minimum of 1000 Desktops & 500 Printers and 250 Scanners under AMC (as on 31/03/2020). Order in Hand will also considered.

8.7. Bidder has to submit the Copy of Certifications in the computer Hardware of the Engineers that are deployed in the Circle Office and Regional Offices.

8.8. Bidder should submit self declaration in bidder's letter head for background verification check for the service engineers deployed to bank along with details of Engineers.

8.9. Bidder should submit Non- Disclosure agreement.

9. Broad Scope of Work for AMC:

The Broad Scope of Work for providing Comprehensive AMC Services is as follows:

9.1. Bidder has to provide Maintenance & Repair Services for the Computers, Peripheral Devices & related System Software Upgrade of branches / offices across Delhi, Uttar Pradesh (Districts - Noida & Ghaziabad) & Uttarakhand state to ensure smooth

functioning & working of the Bank's Computers & Peripheral Devices covered under AMC during the entire AMC period.

- 9.2. The AMC Services will be on Comprehensive Onsite basis inclusive of all repairs and replacement of Hardware & Spare parts, at no additional cost to the Bank. However, consumable items defined elsewhere in RFP / Contract Agreement shall be payable at actuals against submission of GST Compliant Invoice.
- 9.3. The Bidder has to provide AMC Services for these Computers and Peripherals on "as and where is" basis. Bank is not liable for any pre-existing problems/non-working condition of the Computers and Peripherals covered under AMC.
- 9.4. The bidder should have sufficient resources, spare parts and capabilities to execute the order.
- 9.5. During the term of the Contract, bidder shall maintain the Equipment in good working order and condition and for this purpose will provide the following repairs and maintenance service:
 - The Bidder shall rectify any defects, faults and failures in the Equipment and shall repair and replace worn out of defective parts of the Equipment during the Branch's Working hours on Working days of the Bank (other than bank holidays). However in no circumstances making operation of the computer / computer peripherals go beyond 2 Working days after reporting by the Branch / office. In cases where unserviceable parts of the Equipment need replacement, the bidder shall replace such parts, at no additional cost to the Bank, with brand new parts or those equivalent to new parts in performance provided that if the bidder is required to replace consumables, being printer ribbons, magnetic tape reels, cartridges, cassettes, exchangeable disc packs print heads the same will incur an additional charge which shall be reimbursed on actuals upon submission of GST Compliant Invoice to the respective Branch/Office.
 - In case of exigencies/urgent requirement (including Bank Holidays), Bidder has to provide such maintenance services outside the Working hours at no additional cost to the Bank.
 - The Bidder should log all Service Request/Complaint Calls from users at Branches/Offices and provide them with a Reference Number of the same for subsequent Tracking/follow-up if required. The method of booking complaints shall be Telephone / E-mail / Letter Communication.
 - The Bidder shall provide repair and maintenance services. The maximum response time for a maintenance complaint (i.e. time required for maintenance engineers to report to the Branch/Office after a request Telephonic call / E-mail is made or letter is written) shall not exceed 24 hours from the receipt of such communication in case the service centre/direct office is situated at the same location where the Equipment is installed and 48 Hrs. in other cases.
 - The Bidder shall ensure that faults and failures intimated by Bank as above are set right within 2 Working days of diagnosis of the problem if any part is to be replaced.
 - Escalation matrix should be provided for support as per Annexure-16.

- All engineering changes generally adopted hereinafter by the Bidder for equipment similar to that covered by this Contract, shall be made to the Equipment at no additional cost to the Bank.

9.6. In addition to the Repair & Maintenance of Hardware, Installation and Updation of Software & Applications include but not limited to the following:

- Installation and Configuration of Software required for the Bank.
- Customize Settings of Computer, Scanner, Printers (Passbook, Laser, Etc.) etc.
- Installation, Reinstallation of Operating System, Application Software, System Software, Drivers, etc.
- Installation and configuration of Software & Operating System Updates.
- Rectification of any corruption in the Software or media.
- Configuration and maintenance of Custom Browser Settings for Web Applications used by Bank.
- Custom Java, Network Configuration Settings in Computers & Peripherals.
- Installation, Re-installation & Support Associated Applications like Oracle, Open Office, MS Office, Adobe Reader, etc.
- Monitoring of Up to date Updation of Antivirus Definitions.
- Attending Issues of Operating System, Application Software, System Software, Drivers, all software of the Bank, etc. of Computers and Peripherals on case to case basis, notwithstanding the fact that they are under warranty.
- Necessary Installation/ Re-Installation, Configuration of Software, Network in Computers and Peripherals to enable smooth functioning of Applications extended to Canara Bank and E-Syndicate Bank Branches/Offices.
- Providing Support to Conduct Video Conferencing as per the requirement of the Bank.

9.7. In respect of Items under Warranty with Bank, the AMC vendor has to lodge Complaint with the respective Hardware Vendors/ OEM and follow up for resolution of the Calls.

9.8. Preventive Maintenance: The Bidder shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the Equipment, and necessary repairing of the Equipment) of Contracted Computers and Peripherals within the first 30 days of the commencement of the Contract Period and once in every 6 months during the Contractual Period. The Bidder shall not outsource any activity which comes under the scope of this contract.

- 9.9. The Bidder shall ensure that the Service Engineers shall invariably produce identity card issued by the Bidder while carrying the maintenance activity at the Branch / Office premises. The Bidder's maintenance personnel shall, subject to clause 1.3 herein, shall be given access to the Equipment when necessary, for purposes of performing the repair and maintenance services indicated in this Contract. The Bidder's personnel has to follow the Rules/Regulations of the Bank while performing duties at the Branch/Office location.
- 9.10. Bidder has to maintain Service Call Report for repair/maintenance activity carried out at Branch/Office location by Service Engineer, wherein incident of Equipment malfunction, date and time of commencement and successful completion of repair work and nature of repair work performed on the Equipment together with a description of the malfunction or the cause for work. This Service Call record should be authenticated by the Officials of the Branch and should be submitted along with the claim of AMC Charges half yearly in arrears.
- 9.11. The Bidder's Engineer at Circle Office shall also maintain details of such maintenance and repair log centrally detailing incident of such equipment malfunction for recording the nature of faults and failures observed in the Equipment, the date and time of their occurrence and the date and time of their communication to the Bidder. The above Report has to be submitted on Monthly Basis to the Bank.
- 9.12. Any worn out or defective parts withdrawn from the Equipment and replaced by the Bidder shall become the property of the Bank. However, bidder should ensure that Faulty Equipment containing Bank's Data is properly backed up and also data is erased from the faulty part.
- 9.13. The Bank may shift any Computers, Hardware Items, Peripherals covered under this AMC to new Branch/Office location within Delhi, Uttar Pradesh (Districts - Noida & Ghaziabad) & Uttrakhand State as per the requirement during the Contract Period. In such a case, the bidder undertakes to continue to maintain the goods at their new location without any additional cost to the Bank.
- 9.14. The Successful bidder should invariably maintain the Standards, and to follow the stipulations with regard to Bank's Data and Information as undertaken by the Vendor in the Non-Disclosure Agreement.
- 9.15. During AMC period Bank may, by notice of not less than 30 days in writing to the selected bidder, modify or delete either any location or all location, either partial items or all items of the contract.

10. Technical / Functional Requirements

The Bidder shall comply with the Technical & Functional Specifications narrated in Annexure 11. The bidder should also maintain confidentiality of information shared with them during the tenure of the project, As per Non-Disclosure Agreement



SECTION - C

1. Service Agreement	4. Payment
2. Uptime	5. Onsite Resources and Support
3. Penalties/ Liquidated Damages	6. Defect Liability

1. Service level Agreements :-

- 1.1 This Agreement is effective for three years **subject to annual review**. The renewal of the agreement will be done on the basis of annual review and renewal will not take place if notice in writing or intention not to renew this Agreement is given by either party to the other at least three calendar months in advance at the address mentioned above by Registered post/Speed Post or by way of E-mail Communication through Corporate Mail IDs.
- 1.2 Services should be provided by the service engineers during Working Hours of Bank on all working days. However, In case of exigencies/urgent requirement, Bidder has to provide such maintenance services outside the Working hours at no additional cost to the Bank.
- 1.3 After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving three months notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur in executing the balance of the contract. Such additional expenditure shall be incurred by the Bank within reasonable limits at comparable price prevailing in the market. This clause is applicable, if for any reason, the contract is cancelled.
- 1.4 The bidder in it's each Service Centre shall keep sufficient quantities of spares of essential kits or parts of the equipment. The spares must be original and as per the standard hardware configuration as approved by the Bank.

2. Uptime :-

- 2.1 The selected bidder shall guarantee availability of Service Engineers during Working Hours of the Bank on all Working Days (excluding Bank's Holidays) during the entire AMC period.
- 2.2 The Bidder will accomplish preventive and breakdown maintenance activities to ensure that the entire hardware performs without defect or interruption for at least 90% uptime on 9 x 7 Basis of operation of the device, calculated on a monthly basis.

- 3.6. above LDs are independent of each other and are applicable separately and concurrently.
- 3.7. LD is not applicable for the reasons attributable to the Bank and Force Majeure.

4. Payment Terms:

- 4.1. Payment will be released after execution of stamped "Contract Agreement" and also Non-Disclosure Agreement (NDA) as per the RFP Terms.
- 4.2. Please note that Originals invoices in duplicate reflecting GSTIN, State Code, HSN Code, State Name, Taxes & Duties, should be submitted while claiming payment.
- 4.3. The selected bidder has to submit Satisfactory Service, Preventive Maintenance & Service Call Log reports duly signed by the respective Branch/offices, while claiming payment.
- 4.4. Payment shall be released within 30 days of submission of relevant documents as per RFP terms, Order Terms and after signing the contract Agreement.
- 4.5. Bank shall pay amount on half yearly basis in arrears, after receiving the documents as above from the bidder.
- 4.6. The Bank may decide to add or remove certain Computers or peripherals from the AMC at any point of time during the Contract. Payment for any inclusion / deletion of Computer, Printer, Scanner and other peripherals during the Contract Period will be calculated on pro-rata basis.
- 4.7. The selected bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc. while claiming the payment.
- 4.8. The payments will be released through NEFT / RTGS after deducting LD(Penalty), IT-TDS, GST-TDS & other applicable TDS / Taxes if any, centrally at Circle Office, Delhi.

5. ONSITE RESOURCES & SUPPORT:

- 5.1. The bidder has to provide 12 no. of On-Site Engineers at Circle Office, Delhi and all Regional Offices Locations (2 Engineers at Circle Office, Delhi & 1 Engineer at each Regional Office located at Noida, Central Delhi, North Delhi, New Delhi, South Delhi, West Delhi, Ghaziabad, Haldwani, Dehradun-I and Dehradun-II) having experience in providing Hardware Maintenance Services of Computers and Peripherals, Software Support etc.
- 5.2. Both On-Site Engineers available at Circle Office Delhi should be certified in Computer Hardware. The Certification should be valid till the Contract Period. Bidder has to submit the Copy of Certifications of the Engineers to be deployed in support of the same.
- 5.3. The Onsite Resource shall be providing necessary Support to Branches/Offices in their day to day functioning of Computer Hardware, Software (including Up gradation of OS Version, patches, Anti Virus, Domain Setting, Biometrics etc) Printers, and other peripherals etc. installed at Branches/Offices as per the Scope of Work and Requirement of RFP.

- 5.4. The resource Timings will be minimum 9.30 AM to 7 PM on all Bank Working days.
- 5.5. The Onsite Support will be available from Day One of Commencement of AMC Contract Service Period and should be available till the entire AMC Period unless Bank gives written notice for termination of Services of On-Site Support.
- 5.6. If Bank is unsatisfied with the Services rendered by Onsite Engineer/s at any location, bidder has to replace the Engineer with better experienced/qualified Engineer within 7 days of such written intimation by the Bank.
- 5.7. The Bidder has to submit following KYC Documents for Onsite Engineers:
- 5.8. Latest Resume (Candidate Photograph should be part of Resume only) and Print should be coloured only.
- 5.9. Address Proof (Local and Permanent) - Duly Attested photocopy by Candidate and Employer.
- 5.10. Aadhar Card - Duly Attested photocopy by Candidate and Employer.
- 5.11. Background Police Verification Report - Duly Attested photocopy by Candidate and Employer.
- 5.12. In case, the Resources go on leave/absence, replacements having equivalent or higher experience has to be arranged by the bidder to ensure continuity of the Services.
- 5.13. The Bidder's Onsite Engineers has to follow the Rules/Regulations of the Bank while performing duties at the Branch/Office location.

6. **Defect liability:**

In case any of the supplies and equipment delivered under the Contract are found to be defective as to material and workmanship and / or not in accordance with the requirement, and/or do not achieve the guaranteed performance as specified herein, within the AMC period (if contracted) of the contract, the selected bidder shall forthwith replace/make good such defective supplies at no extra cost to the bank without prejudice to other remedies as may be available to the bank as per RFP terms.

SECTION D - BID PROCESS

1.	Clarification to RFP & Pre-Bid queries	7.	Earnest Money Deposit (EMD)/Bank Guarantee In Lieu Of EMD
2.	Pre-Bid Meeting	8.	Cost & Currency
3.	Amendment to Bidding Document	9.	Erasures or Alterations
4.	Bid System Offer	10.	Assumptions/Presumptions/Modification
5.	Preparation of Bid	11.	Submission of Bids
6.	Tender Fee	12.	Bid opening

The above mentioned clauses **except Preparation of Bids and Submission of Bids** are part and parcel of the RFP. Bidders are requested to refer at the following website for the above mentioned clauses <https://canarabank.com/english/announcements/tenders/> The following clauses are part and parcel of the RFP in place of Preparation of Bids and Submission of Bids.

1. CLARIFICATION TO RFP & PRE-BID QUERIES :-

- 1.1 The bidder should carefully examine and understand the scope and, terms and conditions of RFP and may seek clarifications, if required. The bidders in all such cases seek clarification in writing in the same serial order of that of the RFP by mentioning the relevant page number and clause number of the RFP.
- 1.2 All communications regarding points requiring clarifications and any doubts shall be given in writing to the General Manager, Canara Bank, Circle Office, 38, Ansal Tower, Nehru Place, Delhi-110019 or an email can be sent to tmscodel@canarabank.com by the intending bidders before 03:00 PM on 06/01/2021 (Wednesday).
- 1.3 No queries will be entertained from the bidders after the above date and time.
- 1.4 No oral or individual consultation shall be entertained.
- 1.5 The Bank will consolidate written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's website <https://canarabank.com/english/announcements/tender/> and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.

2. PRE-BID MEETING :-

- 2.1 A pre-bid meeting of the intending bidders will be held as scheduled below to clarify any point/doubt raised by them in respect of this RFP.

Date	Day	Time	Venue
12/01/2021	Tuesday	3.00PM	Canara Bank, Circle Office, 38, Ansal Tower, Nehru Place, Delhi-110019

- 2.2 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 bidders shall be present during the scheduled time. In this connection, Bank will allow a maximum of TWO (2) representatives from each Bidder to participate in the pre-bid meeting. Bidder's representative may be present in the place and venue well in time along with an authorization letter in hand for each bid opening under this RFP, as per the format (ANNEXURE-6).
- 2.3 Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 2.4 The Bank will consolidate written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's website and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.
- 2.5 Non receipt of reply to the queries raised by any of the Bidders shall not be accepted as a valid reason for non submission of Bid. In addition, non reply to any query may not be deemed the version of the Bidder as reflected in the query has been accepted by the Bank.

3. AMENDMENT TO BIDDING DOCUMENT :-

- 3.1 At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by way of an amendment.
- 3.2 Notification of amendments will be put up on the Bank's website (www.canarabank.com) and will be binding on all bidders and no separate communication will be issued in this regard.
- 3.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids.

4. BID SYSTEM OFFER :-

This is two Bid System which has following Three (3) Parts:

- **Part-A - Conformity to Eligibility Criteria:** Indicating their compliance to Eligibility Criteria. The format for submission of Conformity to Eligibility Criteria is as per ANNEXURE-4
- **Part-B - Technical Proposal:** Indicating the response to the **Technical and Functional requirement** . The format for submission of Technical Proposal is as per ANNEXURE-11
- **Part-C - Commercial Bid:** Furnishing all relevant information as required as per Bill of Material as per ANNEXURE-20. The format for submission of Commercial bid is as per APPENDIX-G



5. Preparation of Bids:

The Bid shall be typed or written in English language with font size of 12 in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall affix signature in all pages of the Bids, except for un-amended printed literature.

- 5.1 The Three (3) parts as stated above, should be placed in three separate envelopes superscribed with 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid' respectively and properly closed and sealed. Thereafter, three envelope shall be placed inside another envelope and properly closed and sealed. The final envelope should be superscribed as "_Offer for ANNUAL MAINTENANCE CONTRACT / ANNUAL TECHNICAL SERVICE FOR COMPUTERS & PERIPHERALS IN VARIOUS BRANCHES / OFFICES OF CANARA BANK UNDER DELHI CIRCLE in Response to RFP-02/2020 dated 28/12/2020 "(includes separately sealed Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') on the top of the envelope. envelopes shall bear the name and complete postal address of the bidder as well as the addressee, namely the "Deputy General Manager, Canara Bank, Circle Office, 38, Ansal Tower, Nehru Place, Delhi-110019 Contact No. 011-26440588/011-26286052."
- 5.2 pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. pages of the submitted bids should be paginated with Name, Seal and Signature of the Authorized Signatory. Bids with erasing / overwriting / cutting without authentication may be liable for rejection. Authorization letter for signing the Bid documents duly signed by Company's Authorized signatory should be submitted.
- 5.3 envelopes shall bear the name and complete postal address of the Bidder and authority to whom the Bid is submitted.

Part A- Conformity to Eligibility Criteria:

- Before submitting the bid, the bidders should ensure that they conform the eligibility criteria as stated in **Annexure-4** of RFP. Only after satisfying themselves of the eligibility, the Offer should be submitted.
- The Conformity to Eligibility Criteria as per **ANNEXURE-4** among others, must contain DD (Application Money) and EMD / Bank Guarantee in lieu of EMD as per **APPENDIX-C** of Instructions of this document. The placement of Application Money and EMD/Bank Guarantee in lieu of EMD other than **Part-A Conformity to Eligibility Criteria** may be liable for rejection. The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for, as per **APPENDIX-E**.
- After ensuring the above, it shall be placed inside a separate envelope and sealed and super scribed on the top of the cover as "**PART-A- Conformity to Eligibility Criteria for RFP-02/2020 dated 28/12/2020 for ANNUAL MAINTENANCE CONTRACT / ANNUAL TECHNICAL SERVICE FOR COMPUTERS & PERIPHERALS IN VARIOUS BRANCHES / OFFICES OF CANARA BANK UNDER DELHI CIRCLE.**"

Part B-Technical Proposal:

- Technical Proposal should be submitted as per the format in **Annexure-11** Relevant technical details and documentation should be provided along with the Technical proposal.
- It is mandatory to provide the compliance to the Scope required by the bank in the exact format of **Annexure-17** of this RFP.
- The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.
- The Bank shall not allow / permit changes in the Scope once it is submitted.
- The Technical Proposal should be complete in all respects and contain all information sought in this RFP as per Annexure-10 to 18. **Masked Bill of Material must be attached in Technical Offer and should not contain any price information. Part B-Technical Proposal** should be complete and should cover all products and services. Technical Proposal without Masked Bill of Material will be liable for rejection.
 - Masked bill should be the replica of bill of material except that it should not contain any price information(with price masked)
 - It should not provide any price information like, Unit price, Tax percentage, Tax amount, AMC Charges, Implementation charges etc.
- After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as **"PART B-Technical Proposal for RFP 02/2020-21 dated 28/12/2020 for ANNUAL MAINTENANCE CONTRACT / ANNUAL TECHNICAL SERVICE FOR COMPUTERS & PERIPHERALS IN VARIOUS BRANCHES / OFFICES OF CANARA BANK UNDER DELHI CIRCLE"**.

Part-C Commerical Bid

- The Commercial Bid is to be sealed in a separate Envelope super scribed on the top of the cover as **"PART-C Commercial Bid for ANNUAL MAINTENANCE CONTRACT / ANNUAL TECHNICAL SERVICE FOR COMPUTERS & PERIPHERALS IN VARIOUS BRANCHES / OFFICES OF CANARA BANK UNDER DELHI CIRCLE"**.
- Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. The Commercial Bid should give all relevant price information as per **ANNEXURE-20**. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.
- Under no circumstances the Commercial Bid should be kept in Part-A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) Covers. The placement of Commercial Bid in Part A (i.e. Conformity to Eligibility Criteria) & Part B (i.e. Technical Proposal) covers will make bid liable for rejection.

- Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- Any change in the Bill of Material format may render the bid liable for rejection. The Commercial Bids that are incomplete or conditional are liable to be rejected.
- The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank.

6. TENDER FEE :-

- 6.1 The Tender Fees along with Applicable GST has to be remitted by the Bidders participating in the Tender/RFP by way of DD favoring Canara Bank, Circle Office, Delhi payable at Delhi.
- 6.2 Tender Fees is non - refundable for both Qualified and Non-Qualified Bidders.
- 6.3 The following amount shall be payable towards Application money:

Application fees for RFP Rs.2360/- (Rs.2000/- plus GST @ 18%) (Non Refundable)	By way of DD favoring "Canara Bank Circle Office" payable at Delhi.
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- 6.4 Bidders who are Start-ups (registered for relevant items and monetary limit), MSEs are exempted from paying Tender Fees. Such Exempted Bidders has to submit the relevant Proof of their Registration as per Section - H of RFP.
- 6.5 Failure to produce the documents as necessary proof along with the Application fee while submission of RFP proposal shall render the applicant ineligible for tender.
- 6.6 In case, tender/RFP is cancelled by the Bank for Bank's internal reasons/ Administrative Exigencies, the Tender Fee shall be returned to the Bidders.

7. Earnest Money Deposit (EMD)/Bank Guarantee In Lieu Of EMD :

The bidder shall furnish Earnest Money Deposit (EMD) of Rs.2.50 Lakhs (Rupees Two Lakhs Fifty Thousand Only) by way of Demand Draft drawn on any scheduled bank in favor of Canara Bank, payable at Delhi and should be kept along with the Part- A - Conformity to Eligibility Criteria. The EMD of the un-successful Bidders will be returned upon the L1 Bidder accepting the order.

In case the EMD is submitted in the form of Bank Guarantee the same should be valid for the minimum period of 6 months with a claim period of 3 months from the last date for submission of offer. The format for submission of EMD in the form of Bank Guarantee is as per APPENDIX-C.

Submission of EMD in other than Part-A-Conformity to Eligibility Criteria Envelope is liable to be rejected on grounds of non submission of EMD.

The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favor of Canara Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be rejected summarily.

In cases where the manufacturer has submitted the bid, the bids of its authorized dealer will not be considered and EMD will be returned.

Bids without earnest money (bid security), unsigned and incomplete (i.e. when the required bid formats have not been submitted), not responding to the Time of Reference fully and properly and those with lesser validity than that prescribed in the RFP will be summarily rejected as being non-responsive, before taking up the appraisal of the technical proposal.

The EMD of the Bidders not qualified under Technical Proposal will be returned without interest within 30 days after the selected bidder accepts the order and gives his consent in written.

The EMD may be forfeited:

- If the bidder withdraws or amends the bid during the period of bid validity specified in this document.
- If the selected bidder fails to accept the order within 7 days in accordance with the terms of the RFP.

8. **COST & CURRENCY** :- The Offer must be made in Indian Rupees only as per Bill of Material.

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

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

11. **SUBMISSION OF BIDS** :-

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

11.2 The bid/s properly super scribed in the manner prescribed in earlier clauses of this RFP should be deposited in the **Tender Box** at the Place, Venue, Date and Time mentioned below:

Last Date of submission of Bid	Day	Time	Venue
18/01/2021	Monday	Upto 3.00 PM	Canara Bank, 6 th Floor, Circle Office, 38, Ansal Tower, Nehru Place, Delhi-110019

11.3 If the last day of submission of bids 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 last day for submission of the RFP. The Bid/s which is/are deposited after the said date and time shall not be considered.

11.4 Bids sent through post/courier will not be accepted/evaluated. No offer will be accepted directly.

11.5 If envelopes containing bid documents, including the outer envelope is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid's misplacement or premature opening.

11.6 The following officials will facilitate in bid related queries and make arrangements for deposit of bid documents:

First Official	Alternate Official
Mrs. Reema Raja	Mr. Neeraj Goel
Manager	Senior Manager
Canara Bank	Canara Bank
TM Section, Sixth Floor, Ansal Tower	TM Section, Sixth Floor, Ansal Tower
38, Nehru Place, New Delhi - 110019	38, Nehru Place, New Delhi - 110019
Tel - 011-26440588 / 9811437619	Tel - 011-23713133 / 8130794591

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

12. **Bid Opening** :- The Part A- Conformity to Eligibility Criteria shall be opened in the presence of the Bidder's representative/s who may choose to attend the bid opening as per following schedule.

Date	Day	Time	Venue
18/01/2021	Monday	3.30PM	Canara Bank, 6 th Floor, Circle Office, 38, Ansal Tower, Nehru Place, Delhi-110019

Bidder's representative may be present in the place and venue well in time along with an authorization letter in hand for each bid opening under this RFP, as per the format (ANNEXURE-6) enclosed.

Note: Authorisation letter should be carried in person and shall not be placed inside in any of the bid covers.

- Attendance of representatives of the bidders who are present at bid opening will be taken in a register against Name, Name of the Company and with full signature.
- The Bidders may note that no further notice will be given in this regard. Further, in case the bank does not function on the aforesaid date due to unforeseen circumstances or declared as holiday then the bid will be accepted up to 3.00 PM on the next working day and bids will be opened at 3:30 PM at the same venue on the same day.
- The following details will be announced at the time of bid opening.
 - Bidders name.
 - Presence or absence of cost of the Bidding document and Bid security .
 - Such other details as the Bank at its discretion may consider appropriate.
- If any of the bidders or all bidders who submitted the tender are not present during the specified date, time, and venue of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the Part A- Conformity to Eligibility Criteria in their absence.
- The Part A- Conformity to Eligibility Criteria submitted by the bidder will be evaluated based on the technical specification stipulated in RFP document. The Part B-Technical Proposal of only those bidders who qualified in Part A- Conformity to Eligibility Criteria will be opened with due communication by the bank.
- The Commercial Bid (Part C) of only those bidders who qualified in Part-B Technical Proposal will be opened for arriving at L1.

Section E- Selection Of Bidder

1.	Preliminary Scrutiny	5.	Normalization of bids
2.	Clarification of Offers	6.	Intimation to Qualified/Successful Bidders
3.	Evaluation of bids	7.	Correction Of Error In Commercial Bid
4.	Bidders Presentation/Site Visit/ Product Demonstration	8.	Determination of L1 Price

1. Preliminary Scrutiny:

- 1.1 The Bank will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of RFP, whether the documents have been properly uploaded, whether items are offered as per RFP requirements and whether technical documentation as required to evaluate the offer has been submitted.
- 1.2 Prior to detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the bidding document. Substantial responsiveness means that the bid conforms to all terms and conditions, scope of work and technical specifications and bidding document is submitted without any deviations.

2. Clarification of Offers:

- 2.1 During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from bidders/any of the bidders on the offer made by them. The bidder has to respond to the bank and submit the relevant proof /supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Bank.
- 2.2 The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. Bank's decision with regard to 'minor non-conformity' is final and the waiver shall be binding on bidders and the Bank reserves the right for such waivers.

3. Evaluation of Bid:

- 3.1 The Bid will be evaluated by a Committee of officers of the Bank. If warranted, the Bank may engage the services of external consultants for evaluation of the bid. It is Bank's discretion to decide at the relevant point of time.
- 3.2 **Part A- Conformity to Eligibility Criteria:** The Part A- Conformity to Eligibility Criteria submitted by the bidder will be evaluated based on Annexure-4 of RFP and on the documents submitted as per Appendix-E. The proof of documents should be submitted as per Appendix-E and it will be evaluated by the Bank and Bank will seek clarification, if

required. The Part B-Technical Proposal of only those bidders who qualified in Part A-Conformity to Eligibility Criteria, will be opened with due communication by the Bank.

3.3 Part B- Technical Proposal:

- The Part B- Technical Proposals submitted by the bidder will be evaluated for the documents submitted as per Appendix-F. The Part C-Commercial Bids of only those bidders who qualified in Part B- Technical Proposals, will be opened with due communication by the Bank.
- The proof of documents should be submitted as per Appendix-F and it will be evaluated by the Bank and Bank will seek clarification, if required.
- The Technical Evaluation will be for Technical requirement as per Annexure-11 of RFP.
- Against each of the specifications under Technical requirements there is Bidder's response column where the bidder has two options viz., Yes, No to indicate their response.
- Presentation and Demonstration of the solution will be an important input to understand quality of the Bidder's capability and experience and other details furnished by the Bidder.

3.4 Part C-Commercial Bid (Indicative): The Part C- Commercial Bid (Indicative) submitted by the bidder will be evaluated based on the documents submitted as per Appendix-G.

4. Bidders Presentation /Site Visits/Product Demonstration:

- 4.1 The Bank reserves the right to call for a presentation on the features and functionalities from those Bidders who have qualified in Part A-Conformity to Eligibility Criteria.
- 4.2 This exercise will be undertaken before opening of the Commercial bids of the bidders whose Part B -Technical proposals has been opened.
- 4.3 Bidders are further required to be in preparedness to demonstrate the proposed solution by arranging for product walk-through at their own installations/principals/ R&D labs duly meeting the specific requirements/issues raised by the Bank. As a part of the technical evaluation the Bank may at its discretion, request either all bidders or any of them to arrange for the demonstration of their product more than once if felt necessary before commercial evaluation.
- 4.4 Bidders should arrange for visits to the reference sites wherein the product is successfully implemented by them. The bidder shall take necessary permission from the site owner and demonstrate the features and performance to the Bank at their own cost. The Bank may require onsite reference visit or a Telephonic conversation with the concerned.
- 4.5 All expenses incurred in connection with the above shall be borne by the bidder only.
- 4.6 Setting of evaluation criteria for product demonstrations shall be entirely at the discretion of the Bank. The decision of Bank in this regard shall be final and in this regard, no correspondence shall be entertained.

5. Normalization of Bids:

5.1 The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that, shortlisted bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that, any of the Bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion request technically shortlisted bidders to re-submit the technical and commercial bids (Indicative) once again for scrutiny. The resubmissions can be requested by the Bank in the following manner.

- Incremental bid submission in part of the requested clarification by the Bank

OR

- Revised submissions of the entire bid in the whole

5.2 The Bank can repeat this normalization process at every stage of bid submission till Bank is satisfied. The shortlisted bidders agree that, they have no reservation or objection to the normalization process and technically shortlisted bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process.

5.3 The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

6. Intimation to Qualified/Successful Bidders:

The Bank will prepare a list of qualified bidders at each stage on the basis of evaluation of Part A-Conformity to Eligibility Criteria, Part - B Technical Proposal and Part C-Commercial Bid (Indicative). The names of qualified bidders at each stage would be announced on the Bank's Notice Board / Bank's website (i.e. www.canarabank.com) of the Bank. After entire completion of the Selection Process, the final list of the bidders (L1, L2, L3 ... etc.) will be announced as indicated above. No separate intimation will be sent to successful Bidder.

7. Correction Of Error In Commercial Bid:

Bank reserves the right to correct any arithmetical errors furnished in the Commercial Bid. If any such errors are noticed it will be rectified on the following basis:

7.1 Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.

7.2 If there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly.

7.3 If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.

- 7.4 If there is discrepancy in the total arrived at Bill of Material (addition, subtraction, multiplication, division and carryover of amount from one page to another), correct total will be arrived by the Bank and the same will prevail over the total furnished in the Bill of Material
- 7.5 If there is a discrepancy between words and figures, the rate/ amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case, the amount in figures will prevail, subject to the above two provisions.

If the bidder does not accept the correction of errors, the bid will be rejected.

8. Determination of L1 Price:

- 8.1 The L1 bidder will be determined on the basis of the lowest price quoted in the Commercial bid.
- 8.2 However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.
- 8.3 The bank reserves the right to re-tender without assigning any reasons whatsoever. The bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.
- 8.4 The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves the right to obtain revised price bids from the bidders with regard to change in RFP clauses. The Bank reserves the right to accept any bid in whole or in part.
- 8.5 The bidder who is L1 will be referred to as the selected bidder.

SECTION - F

(OWNERSHIP & AWARDING OF CONTRACT)

1.	Bid Validity Period	7.	Project Execution
2.	Proposal Ownership	8.	Security Deposit / Performance Bank Guarantee
3.	Project Ownership	9.	Execution of Agreement
4.	Acceptance of Offer	10.	Pricing
5.	Award of Contract	11.	Order Cancellation/Termination of Contract
6.	Effective Date		

The above mentioned clauses are part and parcel of the RFP. Bidders are requested to refer at the following website for the above mentioned clauses <https://canarabank.com/english/announcements/tenders/>

1. **Bid validity Period** :- The Offer submitted and the prices quoted therein shall be valid for 180 days from the date of opening of Commercial Bid. Bid valid for any shorter period shall be rejected by the Bank.
2. **Proposal Ownership** :- The proposal and all supporting documentation submitted by the bidder shall become the property of the Bank. As the Bidder's proposal is central to the evaluation and selection process, it is important that, the bidder carefully prepares the proposal as per the prescribed format only. Under no circumstance, the format can be changed, altered or modified. Bidders must provide categorical and factual replies to specific questions. Bidders may provide additional technical literature relating to their proposal but in a separate Annexure. Correct and current technical details must be completely filled in. The APPENDICES/ANNEXURES to this RFP shall form integral part of the RFP.
3. **Project Ownership** :- If the bidder is offering solutions/products from other bidders/principals, as required in this RFP, they shall detail the responsibilities of the parties involved and also submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the project. The bidder must specify any and all relationships with third parties in respect of the ownership which are relevant to this RFP.
 - Ownership letter by the bidder to be submitted (Undertaking letter by the bidder taking the ownership of the project execution in case third party also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership)

4. Acceptance of Offer :-

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

- 4.2 The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.
- 4.3 The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender the RFP with or without modifications.
- 4.4 The bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender
5. **Award of contract** :- The bidder whose Commercial bid is accepted by the bank will be referred to as the selected bidder and Bank will notify the name of the selected bidder by display in the Notice Board of the Bank.
- The contract shall, be awarded and the order shall be placed on selected L1 Bidder. Bank releases the order either in Full or in part or place more than one order towards the contract based on project plan.
 - The selected bidder shall submit the acceptance of the order within seven days from the date of issue of the Purchase order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the bidder.
 - Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.
6. **Effective Date** :- The effective date shall be date of acceptance of the order by the selected bidder. However, the bidder shall submit the acceptance of the order within seven days from the date of receipt of order. The Bank reserves the right to consider the late acceptance of the order, if any, at its discretion.

Failure to accept the order within seven days from the date of receipt of the order, makes the EMD liable for forfeiture at the discretion of the Bank. Thereafter the Bank shall be at liberty to proceed with procurement from the other Bidders within the purview of the same RFP by calling for fresh commercial quotes from the bidders. In such an event, the initially selected bidder stands disqualified for further participating in the subject Bid.

7. **Project Execution** :- The entire project needs to be completed as per the timelines stipulated by the Bank. The Bank and the selected bidder shall nominate a Project Manager immediately on acceptance of the order, who shall be the single point of contact for the project at Delhi. However, for escalation purpose, details of other persons shall also be given. The project manager nominated by the bidder should have prior experience in implementing similar project. Project Kick-Off meeting should happen within 7 days from the date of acceptance of purchase order. The Bidder shall submit a Weekly progress report to the Bank on the progress in

installation/commissioning of the solution as per format, which will be made available to the selected bidder.

8. Security Deposit / Performance Bank Guarantee :-

The Bidder should submit a Security Deposit / Performance Guarantee for 10% of total value of the contract within one week from the date of acceptance of the Order.

If the Security Deposit/Performance Guarantee is not submitted within the time stipulated above, penalty at 0.50% for each completed calendar week of delay or part thereof on the cost of the order will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 5% of the total order value.

Security Deposit should be submitted by way of DD drawn on Canara Bank payable at Delhi / Bank Guarantee may be obtained from any of the Scheduled Banks (other than Canara Bank). However, it should be as per the Appendix-D.

Security Deposit/Performance Bank Guarantee should be valid for Three (3) years & Two (2) Months from the date of commencement of AMC Period and shall be retained till the completion of AMC period. The guarantee should also contain a claim period of Three months from the last date of validity.

The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favor of Canara Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). The format for submission of Security Deposit / Performance Guarantee in the form of Bank Guarantee is as per Appendix-D. Any bank guarantee submitted in physical mode, including Security Deposit / Performance Guarantee which cannot be verifiable through SFMS will be rejected summarily.

The bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and warranty period.

The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the bidder fails to complete his obligations under the contract. The Bank shall notify the Bidder in writing before invoking the Bank guarantee.

The Performance Security will be forfeited and credited to the Procuring Entity's account in the event of a breach of contract by the bidder. The security deposit / Bank guarantee shall be refunded to the bidder without interest, after the bidder duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the AMC under the contract.

9. Execution of Agreement :-

Within 21 days from the date of acceptance of the Order, the selected bidder shall sign a stamped "Contract Agreement" with the Bank at the time, place and in the format prescribed by the Bank and also Non-Disclosure Agreement (NDA). Failure to execute the Contract Agreement and NDA makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected Bidder.

The Contract Agreement shall include all terms, conditions and specifications of RFP and also the Bill of Material and Price, as agreed finally after Bid evaluation and negotiation. The Contract shall be executed in English language in one original, the Bank receiving the duly signed Original and the selected Bidder receiving the photocopy. The contract shall be valid till all contractual obligations are fulfilled.

Bank reserves the right to select the next ranked bidder, if the selected bidder not accepting the Purchase Order or withdraws his proposal after selection or at the time of finalization of the contract or disqualified on detection of wrong or misleading information in the offer.

10. Pricing :-

- 10.1 The Price offered to the Bank must be in Indian Rupees inclusive of all taxes but Exclusive of GST (CGST/SGST). The Vendor has to quote the applicable taxes separately in the Bill of Material.
- 10.2 The item value along with GST should be claimed in the invoice and GST will be paid in actual at our end.
- 10.3 No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract including warranty period.
- 10.4 From the date of placing the order till the delivery of the systems, if any changes are brought in the duties such as excise/customs etc., by the Government resulting in reduction of the cost of the systems, the benefit arising out of such reduction shall be passed on to the Bank.

11. Order Cancellation/Termination of Contract :-

- 11.1 The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:
 - 11.2 Delay in delivery beyond the specified period for delivery.
 - 11.3 Serious discrepancies noted in the items delivered.
 - 11.4 Breaches in the terms and conditions of the Order.
- 11.5 The Bank reserves the right to cancel the contract placed on the bidder and recover expenditure incurred by the Bank on the following circumstances:
 - Non submission of acceptance of order within 3 days of order.
 - Excessive delay in execution of order placed by the Bank.
 - The Bidder commits a breach of any of the terms and conditions of the bid.
 - The bidder goes in to liquidation voluntarily or otherwise.
 - An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.

- The progress made by the Bidder is found to be unsatisfactory.
 - If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- 11.6 Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services during AMC period (If contracted).
- 11.7 The Bank reserves the right to recover any dues payable by the Bidder from any amount outstanding to the credit of the Bidder, including the pending bills and security deposit, if any, under this contract.
- 11.8 In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

SECTION - G

GENERAL CONDITIONS

1.	General Order Terms	11.	Confidentiality and Non-Disclosure
2.	Roles & Responsibility during project Implementation	12.	Indemnity
3.	Responsibilities of the Selected Bidder	13.	Force majeure
4.	Responsibility for completeness	14.	Responsibilities of the Bidder
5.	Inspection of Records	15.	Corrupt and Fraudulent Practices
6.	Negligence	16.	Amendments to the Agreement
7.	Assignment	17.	Modification/Cancellation of RFP
8.	Publicity	18.	Social Media Policy
9.	Insurance	19.	Resolution of Disputes
10.	Intellectual Property Rights	20.	Legal Disputes and Jurisdiction of the court

The above mentioned clauses are part and parcel of the RFP. Bidders are requested to refer at the following website for the above mentioned clauses <https://canarabank.com/english/announcements/tenders/>

1. General Order Terms :-

- 1.1 The bid is non-transferable.
- 1.2 Incomplete and unsigned quotations are liable to be rejected.
- 1.3 EMD amount to be submitted along with the bid. Non submission of the EMD along with bid will not be evaluated and application money remitted will be forfeited.
- 1.4 Price Schedule (Commercial Offer) is attached with this Tender notice as Annexure-20
- 1.5 The Bidder shall bear costs associated with the preparation and submission of the bid, and Canara Bank in no case will be responsible or liable for this cost, regardless of conduct or outcome of bidding process.
- 1.6 The bank reserves the right to accept or reject any price quotation or cancel the tender process and reject all quotations at any time, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the



affected bidder or bidders of the ground for the banks action. The vendors may on their own interest contact the bank on the tender after opening of the bids.

- 1.7 Any bid received by the bank after the cut off time for submission of bid prescribed by the bank will be rejected and/or returned unopened to the bidder, which the bidder has to collect from the bank.
- 1.8 AMC period shall be from 01.04.2021 to 31.03.2022 subject to annual review. The Bank reserves the right to renew contract annually for 3 years based on satisfactory performance review.
- 1.9 Districts covered: districts in the state Delhi, Uttar Pradesh (Districts - Noida & Ghaziabad) & Uttrakhand. The district wise lists of branches/offices shall be provided to the selected Bidder.
- 1.10 Details of total number of Desktops, LaserJet Printers, Passbook Printers, Dot Matrix Printers, Printers and Scanners shall be provided to the Selected Bidder.
- 1.11 Unit wise annual rate should be quoted for each item (Desktop, Printer, Scanner, Laptop, switch etc.) in commercial bid.
- 1.12 If any of the parts are not covered under AMC, list of those parts should be mentioned while submitting the bid.
- 1.13 No penalty will be charged if the complaint is settled either by repaired or by providing standby equipment within the stipulated time. If the complaint remains unsettled beyond the specified time frame penalty will be imposed as per 3.1(LD Clause of Section C).
- 1.14 Stamped AMC agreement of Requisite Stamp value as prevailing in Delhi has to be executed between the Bidder and Canara bank as per Clause-3.1 of Section C at the Cost of Bidder.
- 1.15 The bidder should submit Performance Guarantee/Security deposit at Canara Bank equal to amount of 10% of the total AMC contract amount at the time of execution of the AMC agreement. The guarantee shall remains in full force and effect upto the annual Maintenance Contract period with a claim period of three months.
- 1.16 Payment will be made on half yearly basis in arrears (not in advance) duly deduction of applicable taxes prevailing from time to time after submission of, Satisfactory Service, Preventive Maintenance & Service Call Log reports duly signed by the respective Branch/offices from Branches and Offices. Any statutory deductions applicable such as, IT-TDS, GST-TDS and other applicable TDS/ Taxes, if any, will be deducted while making payment to the Selected Bidder.
- 1.17 Bank will provide updated list of hardware assets periodically on account of movement of hardware items, disposal of old hardware items etc. in such cases, pro-rata based variations will be affected in the AMC charges payable.
- 1.18 Bank reserves the right to remove any time or type of items at any point of time without assigning any reason from the scope of the AMC contract. No AMC charges will be paid for these equipments from the state of such removal.



- 1.19 There should be a centralized call management system and a single Point of Contact for each District for Coordinating calls from Branches/Offices.
- 1.20 The bidder has to provide Two (2) engineers at Circle Office, Delhi and One (1) Resident Engineer at each Regional office location.
- 1.21 The AMC is subject to half yearly review and if the services are found to be unsatisfactory, Bank shall have the right to terminate the AMC at any point of time by giving notice of 30 days in advance.
- 2 **Roles & Responsibility during project Implementation** :- All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning & maintenance during contract period, shall be provided by the Bidder at no extra cost to the Bank for completing the scope of work as per this RFP.
- The selected Bidder shall take all steps to ensure safety of bidder's and the bank's personnel during execution of the contract and also be liable for any consequences due to omission or act of the selected bidder or theirs sub-bidders.
- In case any damage of Bank's property during execution of work is attributable to the bidder, bidder has to replace the damaged property at his own cost.
- 3 **Responsibilities of the Selected Bidder** :-
- 3.1 The Selected bidder has to inform change in the management of the company, if any, to the Bank within 30 days from the date of such change during warranty and AMC period.
- 3.2 The Bank will call for Audited Balance Sheet of the selected Bidder at any point of time during warranty and AMC period and the selected Bidder shall provide the same.
- 3.3 The selected bidder shall submit updated Escalation Matrix for the product/services on a Half-Yearly basis as at the end of 31st March and 30th September during warranty and AMC period.

4 **Responsibility for completeness** :-

- 4.1 The bidder shall ensure that the Services provided meets technical and functional requirements as envisaged in the scope of the RFP.
- 4.2 Any supplies & services which might not have been specifically mentioned in this tender but are necessary for the performance or completeness of the Order, shall be provided / made available as per the time schedule for smooth and efficient operation and maintenance of the system under Indian condition.
- 4.3 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.

- 5 **Inspection of Records** :- Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts and records under this RFP and the Bidder shall extend all cooperation in this regard.

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

- 7 **Assignment** :- The Bidders shall not assign to any one, in whole or in part, it's obligations to perform under the RFP/contract, except with the Bank's prior written consent.

If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Bidder under this RFP.

- 8 **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.

- 9 **Insurance** :- The Hardware if any to be supplied for providing AMC Services will be insured by the bidder against all risks of loss or damages.

10 **Intellectual Property Rights** :-

10.1 Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. The bidder should ensure that the Software supplied to the Bank shall not infringe the third party intellectual property rights, if any. The bidder has to ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as bidder.

10.2 In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such

deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution.

- 10.3 The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims (at the expenses of the indemnifying party). Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.
- 10.4 The bidder acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Software.

11 Confidentiality and Non-Disclosure :-

- 11.1 The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking as given in ANNEXURE-8.
- 11.2 No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means is strictly prohibited.
- 11.3 Provided that the Confidentiality Clause may not be applied to the data or information which;
- Was available in the public domain at the time of such disclosure through no wrongful act on the part of the Bidder.
 - Is received by the Bidder without the breach of this Agreement.
 - Is required by law or regulatory compliance to disclose to any third person.
 - Is explicitly approved for release by written authorization of the Bank.
- 11.4 These Confidentiality Obligations Shall Survive the termination of this Contract And the bidder shall be bound by the said obligations.



12 Indemnity :-

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

- The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;
- Any contravention or Non compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder.

12.2 The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Software items supplied by them.

- All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
- The limits specified above said clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss of damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.
- All Employees engaged by the Bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall be Bank be liable for any payment or claim or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.

13 Force Majeure :-

13.1 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 Bidder , i.e. Force Majeure.

13.2 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, Government policies or events not foreseeable but does not include any fault or negligence or carelessness on the part of the Selected Bidder , resulting in such a situation.

13.3 In the event of any such intervening Force Majeure, 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, 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.

- 13.4 In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the BANK and Bidder shall hold consultations with each other in an Endeavour to find a solution to the problem. Notwithstanding above, the decision of the BANK shall be final and binding on the Bidder.

14 Responsibilities of the Bidder :-

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

- The Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition.
- The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
- No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with CANARA BANK. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.
- The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all software to be supplied in response to this RFP shall meet the proposed Bidder solution requirements. The Bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfill terms and conditions of this RFP.
- In future, if the Bidder gets involved in Regulatory issues/ Licensing issues with any Govt./Law enforcing agency/ Regulatory authorities, it is the responsibility of Bidder to replace the Technology at no additional cost to the Bank.

15 Corrupt and fraudulent Practices :-

- 15.1 As per Central Vigilance Commission (CVC) directives, it is required that Bidders /Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- 15.2 "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND.
- 15.3 "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- 15.4 The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 15.5 The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 15.6 The decision of Bank in determining the above aspects will be final and binding on the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.
- 15.7 Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, Bid comparison or contract award may result in not rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.
- 15.8 The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time. The Bank is in the process of adopting integrity Pact as per the directives of Government of India. The Bidder/s is/are required to abide by the same.
- 16 Amendments to the Agreement :-** Once contract agreement are executed with the bidder, no amendments or modifications of Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing.
- 17 Modification/Cancellation of RFP :-** The bank reserves the right to modify/cancel/re-tender without assigning any reasons whatsoever. The bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.

- 18 **SOCIAL MEDIA POLICY:** No person of the Bank or the Contractors and third parties shall violate the Social Media Policy of the Bank.

The following acts on the part of personnel of the Bank or Contractors and third parties shall be construed as violation of Social Media Policy:

- Non-adherence to the standards/guidelines in relation to Social Media Policy issued by the Bank from time to time.
 - Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of Social Media related systems and procedures.
- 19 **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. The venue of arbitration shall be Delhi, Delhi, Uttar Pradesh (Districts - Noida & Ghaziabad) & Utrkhand, INDIA.
- 20 **Legal disputes and Jurisdiction of the Court :-** All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts in Delhi and the parties agree to submit themselves to the jurisdiction of such court this RFP/contract agreement shall be governed by the laws of India.



SECTION H -

PURCHASE PREFERENCE :-

1.	Micro & Small Enterprises	3.	Procurement through Local Suppliers (Make in India) (NA)
2.	Start -Up		

The above mentioned clauses are part and parcel of the RFP. Bidders are requested to refer at the following website for the above mentioned clauses

<https://canarabank.com/english/announcements/tenders/>

1. Micro & small Enterprises :-

1.1 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:

1.2 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 :

- 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 the Ministry of Micro, Small & Medium Enterprises.
- 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 benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.

- 1.3 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 25% 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 25% quantity is to be distributed proportionately among these Bidders. In such case distribution finalised by the Bank shall be binding on all the successful bidders.
- 1.4 MSEs are exempted from paying Application fee/cost & EMD, subject to furnishing of Valid certificate for claiming Exemption.
- 1.5 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 days from the date of communication from the Bank to avail the purchase preference.
- 1.6 Bidder has to submit a 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.
- 1.7 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.
- 1.8 The details are available on web site dcmsme.gov.in

2. STARTUP :

- 2.1 It is 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) :-

- 3.1 **Local Supplier:** A supplier or service provider whose product or service offered for procurement meets the minimum local content.
- 3.2 **Local Content:** The amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent (presently 50%). Local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.
- 3.3 **Margin of Purchase preference:** The maximum extent to which the price quoted by a local supplier may be above the L1 bid for the purpose of purchase preference (presently 20%)
- 3.4 **Requirement of Purchase Preference:** Purchase Preference shall be given to local suppliers of services where the bid is evaluated on price alone, the following procedure shall be followed:
- If L1 bid is from a local supplier, the contract for full quantity will be awarded to L1 bidder.
 - If L1 bid is not from a local supplier, full order quantity shall be awarded to lowest bidder among the local suppliers whose quoted price falls within the margin of purchase preference and matching L1 price.
 - In case such lowest eligible local supplier fails to match the L1 price, the next higher local supplier whose quoted price falls within the purchase preference margin (presently 20%) and matching the L1 price shall be offered for full order quantity.
 - 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.
- 3.5 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.

- 3.6 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.
- 3.7 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.
- 3.8 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:
- Public Procurement Policy for MSE 2012.
 - Purchase Preference linked with Local Content (PP-LC).



DEPUTY GENERAL MANAGER



