

CORRIGENDUM I

SUB: REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT OF VENDORS FOR MOVEMENT OF CASH AMONG THE BNK'S CURRENCY CHESTS, BRANCHES ALL OVER INDIA UNDER RATE CONTRACT

This is to the notice of applicants submitting offers for empanelment of vendors for movement of cash among the Bank's Currency Chests, Branches all over India under rate contract. We refer to our advertisement dated 26.06.2019 for empanelment of vendors for movement of cash among the Bank's Currency Chests, Branches all over India under rate contract wherein we have uploaded the RFP document in which:

Last Date & Time for submission of Bidding Document (page no. 4) is to be read as under:

23.07.2019 at 01:00 PM

Date & Time of Technical Bid Opening (page no. 4) is to be read as under:

23.07.2019 at 04:00 PM

Date & Time of Commercial Bid Opening (page no. 4) is to be read as under:

Will be informed by the Bank later to the bidders qualified in technical bid.

Earnest Money Deposit (EMD) (page no. 4) is to be read as under:

Rs. 250,00,00/- (Rupees Twenty Five lakhs only) plus GST as applicable in the form of Pay Order or Demand Draft in favour of Canara Bank, payable at Bengaluru. EMD should be enclosed in Technical Bid. EMD can also be paid in the form of Bank Guarantee (BG) of any Scheduled Commercial Bank valid for Six months.

Point No. 5.2 (page no. 10) is to be read as under:

The bidder should have been in the field of movement of cash and/or Cash Processing services in India for at least 4 years as on 1st April, 2019.

Point No. 5.5 (page no. 10) is to be read as under:

The Bidder should have made operating profit (operating profit i.e. Earnings before interest, taxes, depreciation & amortization) in at least two financial years out of three financial years i.e. 2015-16, 2016-17 and 2017-18, if the Audited financial Statements are not ready for the FY 2018-2019 and Provisional for FY 2018-19 shall be provided. If the Audited financial statements for the FY 2018-2019 are ready, then the last 3 financial years shall mean 2016-17, 2017-18 and 2018-19.

Point No. 5.8 (page no. 10) is to be read as under:

The Bidder should indicate the name(s) of the commercial banks to which similar services

are currently being provided along with their full addresses and details of the contact persons, for reference purpose. Certificates of **satisfactory** performance from these banks should be enclosed to the Technical bid. In addition, the names and addresses of all other banks/ agencies for which similar services are being provided should be enclosed to the Technical bid. Self attested proof should be enclosed to the Technical Bid for Fidelity Insurance cover for the existing contract.

Point No. 5.9 (page no. 11) is to be read as under:

The Bidder should be operating minimum fleet of 300 specially fabricated cash vans (owned/leased) as on **31/03/2019** and should be in a position to provide dedicated cash vans (as per latest RBI & MHA guidelines) within the stipulated period in case it turns out to be a successful bidder.

Point No. 7.1 (page no. 12) is to be read as under:

The bidder (referred to as Service Provider or SP) will provide dedicated cash van(s) as per the specifications given in the **Annexure V**. The cash van will be manned by one driver, two armed guards and two custodians to be provided by the SP. Services are required to be provided region-wise and the names of Regions and States/Union Territories it covers are as under :

Region	States/Union Territories
Eastern Region	Chhattisgarh, Odisha, Arunachal Pradesh, Assam, Bihar, Jharkhand, West Bengal, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim and Tripura
Northern Region	Delhi, Haryana, Himachal Pradesh, Jammu & Kashmir, Punjab, Uttar Pradesh, Uttaranchal, Rajasthan and Chandigarh
Southern Region	Andhra Pradesh, Telangana, Karnataka, Kerala, Tamil Nadu, Pondicherry, Lakshadweep and Andaman & Nikobar
Western Region	Madhya Pradesh, Maharashtra, Goa, Gujarat, Daman & Diu and Dadra & Nagar-Haveli

Point No. 7.12 (page no. 13) is to be read as under:

The successful bidder shall commence his services in the identified region/s within **one month** from the date of Letter of Intent. **However the bidder has to replace the old vehicle in case it is more than 3 years old, within 90 days from the date of Letter of Intent.** Any delay in commencement of the services will attract penalty @ **Rs. 5,000/-** per Cash Van per week or part thereof. If delay is beyond **15 weeks**, the services of the Service Provider will be deemed to have been terminated and the EMD/ performance guarantee submitted will be forfeited/ invoked.

Point No. 7.24 (page no. 15) is to be read as under:

Offices of the Service Provider shall be manned by the experienced people to respond to the situations and queries from the Bank on the movement of cash and related issues. The SP should have an office at Bangalore.

Point No. 7.30 (page no. 15) is to be read as under:

Treat the same as Deleted

Point No. 25.5 (page no. 25) is to be read as under:

The prices should be inclusive of all applicable taxes like Central/State Government levies, sales taxes, VAT, excise duty, cess, charges, license fees, road permits etc. but exclusive of GST (CGST/SGST/IGST), which will be payable at actual. Any upward / downward change in GST, if any, will be to the account of Bank. Bidder has to show the bifurcation/details of applicable GST (CGST/SGST/IGST) in every invoice.

Toll charges will be paid by the Bank at actual. Bidder will have to submit supporting documents/bills for the expense incurred in this regard along with the monthly bill.

Point No. 18.5 (page no. 21) is to be read as under:

Splitting of the work order: Since the service to be provided by the bidder is spread region wise, it is decided that the works will be distributed among L1, L2 & L3 bidders at a ratio of 50:30:20 provided L2 & L3 agrees to execute the works at L1 Rates. If, L2 & L3 doesn't agree to execute the work at the L1 rates, chance will be given to L4, L5, L6 etc, provided they agree to execute the works at the L1 rates. If not, L1 will be awarded with 100% work order. However the Bank reserves the right to allocate the work to the successful bidder as per its requirement.

Point No. 24.4 (page no. 25) is to be read as under:

The Bank will identify L1, L2, L3, L4 and so on bidders for each region. Since the service to be provided by the bidder is spread region wise, it is decided that the works will be distributed among L1, L2 & L3 bidders at a ratio of 50:30:20 provided L2 & L3 agrees to execute the works at L1 Rates. If, L2 & L3 doesn't agree to execute the work at the L1 rates, chance will be given to L4, L5, L6 etc, provided they agree to execute the works at the L1 rates. If not, L1 will be awarded with 100% work order. However the Bank reserves the right to allocate the work to the successful bidder as per its requirement.

Point No. 55.2 (page no. 38) is to be read as under:

The successful bidder shall commence his services in the identified region/s within **one month** from the date of Letter of Intent. **However the bidder has to replace the old vehicle in case it is more than 3 years, within 90 days from the date of Letter of Intent.** Any delay in commencement of the services will attract penalty @ **Rs. 5,000/- per Cash Van per week or part thereof.** If delay is beyond **15 weeks**, the services of the Service Provider will be deemed to have been terminated and the EMD/ performance guarantee submitted will be forfeited/ invoked.

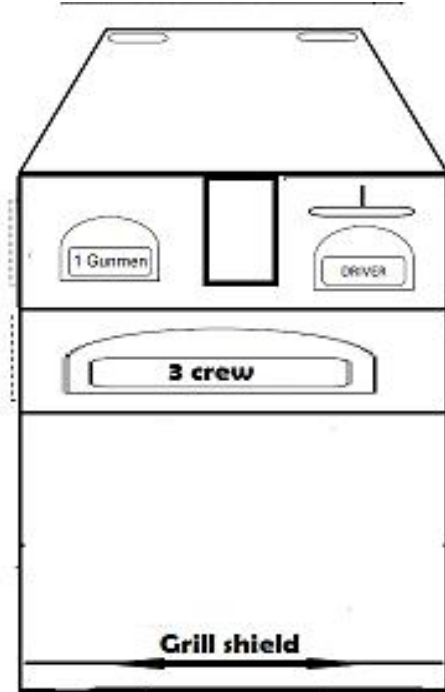
Point No. 51.1.4 (page no. 37) is to be read as under:

The selected bidder shall fully indemnify and hold harmless the Bank against IPR, confidentiality and labour law violations. **The selected bidder shall fully indemnify and hold Bank harmless in case of and in respect to any injury, hurt or loss to human life or loss of LIMB/s of the Agency or it's sub-contractors employee (Driver or Custodians or Loaders/Porters) deputed on Bank cash remittance duty.** The selected bidder shall fully indemnify and hold Bank harmless, As to "The Status of Principal Employer" in case of and in respect to any issue/dispute arising in Court of Law regarding the employees of Agency or it's sub-contractor (Driver or Custodians or Loaders/Porters) deputed on Bank Cash remittance duty.

Annexure IV Point No. 3 is to be read as under:

The bidder should have been in Cash in Transit services in India for at least 4 years as on 1st April, 2019

Annexure V Cash Van Design to be considered as under:



Size	Makes	Crew Members
Large	TATA 407 or similar vehicle	Two Armed Guards, Two Custodians, One Driver
Medium	Mahindra Bolero or similar vehicle	Two Armed Guards, Two Custodians, One Driver

The camera position, other safety features and specifications will be same as the original RFP document.

Annexure VI “Agreement” following to be read as under:

In first line 2018 to be replaced by 2019.

Annexure XVII “Security Measures for Cash in Transit” following points to be read as under:

Point No 1 - No Armed Guards shall be provided by the private security agency for cash transportation activities unless he holds a valid PSARA license under the Act or any Amendments to the Act from time to time.

Point No 14 - When the cash boxes are ready in the branch for loading into the cash van, the two armed guards escorting the cash must load their **DBBL, SBBL or pump action gun and keep safety catch at safe position not ready position** to go out of the branch first to position themselves at advantageous points. Both the armed guards shall always carry 8 rounds of reserve ammunition in their pouches on person at all times and 2 rounds loaded in the weapon.

Point No 22- Throughout the journey the guns of the armed guards shall remain loaded and shall be kept in ready position with their 'Safety Catches' applied to 'Safe' position. Guards will carry only NPB, DBBL, SBBL or Pump Action Gun with current Gun License/Relationship and Area of Operation specified.

Point No 9 (Page no 5 of Annexure XVIII) to be read as under-

CIT operations should be carried out only by certified personnel who have completed minimum hours of classroom learning and training. The content of such training may be certified by a Self-Regulatory Organisation (SRO) of Cash-in-Transit (CIT) Companies / Cash Replenishment Agencies (CRAs) who may tie up with agencies like National Skill Development Corporation for delivery of the courses.

Point No 12 (Page no 5 of Annexure XVIII) to be read as under-

In case of Vaulting, Safe and secure premises of adequate size for cash processing / handling and vaulting. The premises should be under electronic surveillance and monitoring round the clock. Technical specifications of the vault should not be inferior to the minimum standards for Chests prescribed by the Reserve Bank. The vault should be operated only in joint custody and should have colour coded bins for easier storage and retrieval of different types of contents.

ADDITIONAL POINTS TO BE ADDED IN ANNEXURE XVII:

31. The GPS monitoring should be done by the service provider. However the login details of the same as to be provided to the chest in charge also to monitor as and when required.
32. Cash van should have 4 channel DVR with four cameras installed as per the cash van diagram covering front, rear, driver compartment and cash compartment. The recordings should be handed over to the chest in charge every week in pen-drive for their record.
33. First Aid box to be provided on all cash vans.
34. As per bank guidelines no one is permitted to enter the branch with weapon and hence the Service provider's armed guard should not enter the branch with his weapon.
35. The AGENCY CASH VANS SHOULD NOT CARRY or DISPLAY THE LOGO / INSIGNIA / NAME of our BANK, ON THE BODY SURFACE or INSIDE SURFACE OF THE VEHICLE or UNIFORM OF THEIR EMPLOYEES ETC or ON ANY ITEM CONNECTED WITH SUCH CASH REMITTANCES. (This BAN / RESTRICTION IS also to include Govt. of India or ON GOVT. OF INDIA DUTY board / placards / Coloured Luminous Tapes fixed / attached on the vehicle).

36. Additional High Wattage (Non-LED) Fog Lamps 2 no.s in the front and 1 in the rear may be provided. If possible, ONE Hand Operated Direction Control Search Light may also be provided in the front near the Navigators Side. These are for use during exigencies.
37. At any given point of time, bank's authorised staff / officials (Security Officers, CSO, Overseeing Executives) shall carry out surprise security checks as deemed appropriate.
38. Modification clearance certificate for cash van from the respective RTO of the District of registration of vehicle must be available with the driver of the vehicle along with other mandatory documents at all times.
39. Driver of the cash van must be well versed with the roads and general layout of the city/route (especially escape route in case of any contingency).

Annexure X “(Integrity Pact) Pre Contract Integrity Pact to be read as under-

1. GENERAL

- 1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on _____ day of the month of _____ in the year 20____, between, the Canara Bank, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at 112, J.C. Road, Bangalore 560 002, with branches spread over India and abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri _____, (Designation of the officer) representing _____, of the BUYER, of the FIRST PART

AND

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

- 1.2. WHEREAS the BUYER proposes to procure (Name of the Stores/Equiprment/Item)/engage the services and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is willing to offer/has offered the stores/services and
- 1.3. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is a Private Company/Public Company/Government undertaking/Partnership/LLP/Registered Export Agency/Service Provider, duly constituted in accordance with the relevant law governing its formation/incorporation/constitution and the BUYER is a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970.
- 1.4. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER has clearly

understood that the signing of this agreement is an essential pre-requisite for participation in the bidding process in respect of **Stores/Equipment/Items/Services proposed to be procured by the BUYER** and also understood that this agreement would be effective from the stage of invitation of bids till the complete execution of the agreement and beyond as provided in clause 13 and the breach of this agreement detected or found at any stage of the procurement process shall result into rejection of the bid and cancellation of contract rendering BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER liable for damages and replacement costs incurred by the BUYER.

2. NOW, THEREFORE, the BUYER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER agree to enter into this pre-contract integrity agreement, hereinafter referred to as Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful bidder, and it is intended through this agreement to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

2.1 Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service/Materials at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2 Enabling BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

3 COMMITMENTS OF THE BUYER: The BUYER commits itself to the following:-

3.1. The BUYER represents that all officials of the BUYER, connected whether directly or indirectly with the procurement process are duty bound by rules and regulations governing their service terms and conditions not to demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

3.2 The BUYER will, during the pre-contract stage, treat all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS alike, and will provide to all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS the same information and will not provide any such information to any particular

BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER which could afford an advantage to that particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER in comparison to the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS.

3.3 The BUYER shall report to the appropriate Government Regulators/Authorities any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach, as and when the same is considered necessary to comply with the law in force in this regard. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER with the full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

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

4.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the BUYER.

4.3. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is the original Manufacturer/Integrator/Authorized government sponsored export entity of the stores/Authorised Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such materials/services and has not engaged any individual or firm or

company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 4.4.** The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.
- 4.7. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8 The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

- 5.1 The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Bank, Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 5.2. If the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER makes incorrect statement

on this subject, BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can be disqualified from the tender/bid process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

- 6.1. Every BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER while submitting commercial bid, shall deposit an amount as specified in RFP/Tender Documents as Earnest Money/Security, Deposit, with the BUYER through any of the instruments as detailed in the tender documents.
- 6.2. The Earnest Money/Security Deposit shall be valid for a period till the complete conclusion of the contractual obligations or for such period as mentioned in RFP/Contract , including warranty period, whichever is later to the complete satisfaction of BUYER.
- 6.3. In the case of successful BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.4. No interest shall be payable by the BUYER to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

- 7.1. Any breach of the provisions herein contained by the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required:-
 - (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. However, the proceedings with the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) would continue.
 - (ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Lending Rate (MCLR/Base Rate) of _____ (Name of the Bank/Financial Institution) while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER

/CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER

- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
- (vii) To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, the same shall not be opened.
- (x) Forfeiture of The Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (xi) The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

7.2. The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/ SELLER/CONTRACTOR/SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

8. FALL CLAUSE

8.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT EXTERNAL MONITORS

- 9.1. The BUYER has appointed two Independent External Monitors (hereinafter referred to as Monitors) for this Pact in accordance with the recommendations and guidelines issued by Central Vigilance Commission.
- 9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out of tendering process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities.
- 9.5. As soon as any event or incident of violation of this Pact is noticed by Monitors, or Monitors have reason to believe, a violation of this Pact, they will so inform the Management of the BUYER.
- 9.6. The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project /Procurement documentation of the BUYER including that provided by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFP/Tender is being /has been submitted by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractors() with confidentiality.
- 9.7. The BUYER will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an Impact on the contractual relations between the parties. The parties may offer to the Monitors the option to participate in such meetings.
- 9.8. The Monitors will submit a written report to the BUYER at the earliest from the

date of reference or intimation to him by the BUYER/BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and submit proposals for correcting problematic situations.

10. FACILITATION OF INVESTIGATION

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

11. LAW AND PLACE OF JURISDICTION

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

12. OTHER LEGAL ACTIONS

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

13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later. In case BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract. STATIONERY SECTION - GA WING - HEAD OFFICE - BENGALURU RFP Ref No. GAW:SS:ENQ-1/09-2018, Dt. 12-Sep-2018

13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at on

BUYER
Name of the Officer

Designation

Name of Wing

Canara Bank

Witness

1)
2)

BIDDER
CHIEF EXECUTIVE OFFICER /

AUTHORISED SIGNATORY

Witness

1)
2)