

REQUEST FOR PROPOSAL [RFP]  
FOR  
SUPPLY OF MICROSOFT OFFICE STANDARD 2016

Issued by: Canara Bank,  
APM Group, 1<sup>st</sup> Floor,  
DIT Wing, Naveen Complex,  
14, MG Road, Bengaluru -560 001



Bid Details in Brief

Sl. No.	Description	Details
1.	RFP No. and date	RFP 07/2017-18 dated 12/07/2017
2.	Brief Description of the RFP	Supply of Microsoft Office Standard 2016 (volume license) containing MS-Word, MS-Excel, MS-Power Point, MS-Outlook
3.	Bank's Address for Communication and Submission of Tender	Deputy General Manager Canara Bank, , AP&M Group, 1st Floor, DIT Wing, Naveen Complex, 14 MG Road, Bengaluru -560 001 Tel - 080-25590070,25584873 Fax- 080-25596539 Email: hoditapm@canarabank.com Senior Manager, AP&M Group,
4.	Date of Issue	12/07/2017, Wednesday
5.	Last Date of Submission of Queries for Pre Bid Meeting	18/07/2017, Tuesday, 3.00 PM
6.	Date of Pre Bid Meeting	19/07/2017, Wednesday, 3.00 PM
7.	Last Date of Submission of Bids	02/08/2017, Wednesday upto 3.00 PM
8.	Date and time of Opening of Part A- Conformity to Eligibility Criteria.	02/08/2017, Wednesday, 3.30 PM
9.	Date and time of Opening of Part-B- Technical Proposal and Part C- Commercial Bid.	Will be intimated at a later date.
10.	Application Fees (Non-Refundable)	Rs. 11,800 /- ( Rs. 10,000 Application Money and 18% GST)
11.	Earnest Money Deposit(Refundable)	Rs. 4,00,000/-

This document can be downloaded from Bank's website <http://www.canarabank.com/english/announcements/tenders> . In that event, the bidders should pay the Application Fee for tender document by means of DD drawn on any scheduled Commercial Bank for the above amount in favour of Canara Bank, payable at Bengaluru and submit the same along with the Bid document.



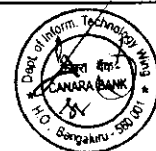


## DISCLAIMER

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 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 all the information each Bidder require. 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 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 all the information that a Bidder require. Canara Bank 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.

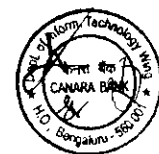
Canara Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Bank's Website ([www.canarabank.com](http://www.canarabank.com)) and it will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

Canara Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Canara Bank reserves the right to reject any or all the request of 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 all the parties.



Abbreviations used in this Document:

1.	BG	Bank Guarantee
2.	BOM	Bill of Material
3.	GST	Goods and Services Tax
4.	DD	Demand Draft
5.	DIT	Department of Information Technology
6.	DR	Disaster Recovery
7.	EMD	Earnest Money Deposit
8.	HO	Head Office
9.	MSE	Micro & Small Enterprises
10.	LD	Liquidated Damage
11.	NEFT	National Electronic Funds Transfer
12.	NI Act	Negotiable Instruments Act
13.	OEM	Original Equipment Manufacturer
14.	OS	Operating System
15.	RFP	Request For Proposal [Interalia the term 'Tender' is also used]
16.	RTGS	Real Time Gross Settlement



**List of Contents**

Clause No.	Clause	Clause No.	Clause
	<b>A. INTRODUCTION</b>	30.	Determination of L1 Price
1.	About Canara Bank	31.	Bid Validity Period
2.	Definitions	32.	Proposal ownership
3.	About RFP	33.	Project ownership
4.	Objective	34.	Acceptance of offer
5.	Eligibility Criteria	35.	Award of Contracts
6.	Participation Methodology	36.	GOI Guidelines on Purchase Preference
7.	Requirement Details		<b>D. TERMS &amp; STIPULATIONS</b>
8.	Scope of Work	37.	Effective Date
	<b>B. BID PROCESS</b>	38.	Project execution
9.	Application Money	39.	Delivery and Acceptance
10.	Clarification to RFP & Pre-Bid queries	40.	Liquidated Damages
11.	Pre-Bid Meeting	41.	Pricing and Payments
12.	Amendment to Bidding Document	42.	Payment Terms
13.	Bid System Offer	43.	Order cancellation/termination of contract
14.	Preparation of Bids	44.	Software and Manuals
15.	Earnest Money Deposit(EMD) /Bank Guarantee in Lieu of EMD	45.	Defect Liability
16.	Software Version	46.	Sub-Contracting
17.	Documentation		<b>E. GENERAL CONDITIONS</b>
18.	Cost & Currency	47.	Intellectual Property Rights
19.	Erasures or Alternations	48.	Roles & Responsibility of Project Implementation
20.	Assumptions / Presumptions/ Modifications	49.	Indemnity
21.	Submission of Bids	50.	Inspection of Records
22.	Bid opening	51.	Assignment
	<b>C. SELECTION OF BIDDER</b>	52.	Publicity
23.	Preliminary Scrutiny	53.	Guarantees
24.	Clarification of Offers	54.	Confidentiality and Non-Disclosure
25.	Evaluation of Bids	55.	Amendments to Purchase Order
26.	Normalization of Bids	56.	General Order Terms
27.	Bidders Presentation/Product Demonstration	57.	Negligence
28.	Intimation to Qualified/Successful Bidders	58.	Responsibility for completeness
29.	Correction of Error In Commercial Bid	59.	Responsibilities of the Bidder

Clause No.	Clause	Clause No.	Clause
60.	Force Majeure	64.	Modification/Cancellation of RFP
61.	Corrupt and Fraudulent Practices	65.	Responsibilities of Selected Bidder
62.	Adoption of Integrity Pact	66.	Legal Disputes and Jurisdiction of the court
63.	Resolution of disputes		

Annexures ( To be submitted with Part A- conformity to eligibility criteria)	
1.	Checklist
2.	Bid Covering Letter Format
3.	Eligibility Criteria Declaration
4.	Authorization Letter Format
5.	Bidder's Profile
6.	Non-Disclosure Agreement
Annexures ( To be submitted with Part B-Technical Proposal)	
7.	Technical Bid Covering Letter Format
8.	Technical Specifications for Microsoft Office Standard 2016 (volume license)
9.	Undertaking Letter for Authenticity
10.	Compliance Table
11.	Undertaking Letter Format
12.	Escalation Matrix
Annexures( To be submitted with Part-C -Commercial Bid)	
13.	Covering Letter for Commercial Bid
14.	Bill of Material

Appendices	
A.	Instructions for Part A- Eligibility Conformity
B.	Instructions for Part B-Technical Proposal
C.	Instructions for Part C-Commercial Bid
D.	Bank Guarantee Format for Earnest Money Deposit
E.	Integrity Pact
F.	Format for sending Pre-Bid Queries

## A. 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 DIT Office at Naveen Complex, No.14, M G Road, Bengaluru-560001. The Bank is having pan India presence of more than 5800 branches and 47 Circle 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 successors and permitted assigns.
- 2.2. 'RFP' means Request for Proposal for Supply of Microsoft Office Standard 2016 (volume license) containing MS-Word, MS-Excel, MS-Power Point, MS-Outlook.
- 2.3. 'Bidder' means a vendor submitting the proposal in response of RFP.
- 2.4. 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
- 2.5. 'Solution' means Supply of Microsoft Office Standard 2016 (volume license) containing MS-Word, MS-Excel, MS-Power Point, MS-Outlook.
- 2.6. 'Successful Bidder' / 'L1 bidder' means the Bidder who is found to be the lowest bidder after conclusion of the bidding process including the reverse auction, if any, subject to compliance to all the Terms and Conditions of the RFP, etc.

### 3. About RFP:

The Bank wishes to procure Microsoft Office Standard 2016 (volume license) containing MS-Word, MS-Excel, MS-Power Point, MS-Outlook. In this connection, Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for Supply of Microsoft Office Standard 2016 (volume license) containing MS-Word, MS-Excel, MS-Power Point, MS-Outlook as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.

### 4. Objective:

The Bank proposes to procure Microsoft Office Standard 2016 (volume license) containing MS-Word, MS-Excel, MS-Power Point, MS-Outlook as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.

### 5. Eligibility Criteria:

- 5.1. The Bidder could be an authorized dealer/partner/distributor. The Bidder shall furnish an undertaking in the format prescribed at **Annexure-3** regarding Eligibility criteria.
- 5.2. Interested Bidders, who can supply the Microsoft Office Standard 2016 (volume license-with media) containing MS-Word, MS-Excel, MS-Power Point, MS-Outlook to the Bank and meeting the Eligibility Criteria as per Annexure-3 may respond.



## 6. Participation Methodology:

- 6.1. In a tender either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- 6.2. If an agent bids on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
- 6.3. In the event of Agent/Representative being not able to perform the obligations as per the provisions of the contract/warranty, the principal Bidder should assume complete responsibility on behalf of the OEM/Agent 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.

## 7. Requirement Details:

- 7.1. Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for Supply of Microsoft Office Standard 2016 (volume license) containing MS-Word, MS-Excel, MS-Power Point, MS-Outlook for our Bank across the Country as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.

- 7.2. This tender consists of following requirements:

Item Details	Qty	Location
Supply of Microsoft Office Standard 2016 (volume license) containing MS-Word, MS-Excel, MS-Power Point, MS-Outlook to our Bank as mentioned in Scope of Work and as per Technical Specifications narrated in ANNEXURE-8.	1000	Bengaluru

- 7.3. Bank reserves the right to increase or decrease the quantum of purchase by 25% in respect of the quantity specified in this tender at the same rate arrived at on the Terms and Conditions of this Tender.

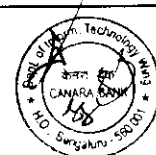
## 8. Scope of Work:

- 8.1. The scope of the assignment would involve Supply of 1000 numbers of Microsoft Office Standard 2016 license (volume license) containing MS-Word, MS-Excel, MS-Power Point, MS-Outlook. The option should be available with the Bank to downgrade the version as per its requirement.
- 8.2. The Bidder will be the single point of contact to the Bank.

## B. BID PROCESS

### 9. Application Money:

- 9.1. This document can be downloaded from Bank's website <http://www.canarabank.com/English/Scripts/Tenders.aspx>. In that event, the bidders should pay the Application Money of Rs.11,800/- (inclusive of GST) by means of DD drawn on any scheduled Commercial Bank for the above amount in favour of Canara Bank, payable at Bengaluru and submit the same along with "Part-A-Conformity to the Eligibility Criteria".
- 9.2. Submission of the Application Money in other than with "Part-A-Conformity with the Eligibility Criteria" is liable to be rejected on grounds of non-payment of Application Money.





9.3. The Bidder shall bear all costs associated with the preparation and submission of the bid and the Bank will not be responsible for the costs, regardless of the conduct or outcome of the bidding process. The Bank is not liable for any cost incurred by the bidder in replying to this RFP. It is also clarified that no binding relationship will exist between any of the respondents and the Bank until the execution of the contract.

**10. Clarification to RFP and Pre-Bid Queries:**

10.1. The bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases can seek clarification in writing in the same serial order that of the RFP by mentioning the relevant page number and clause number of the RFP as per format provided under Appendix-F.

10.2. All communications regarding points requiring clarifications and any doubts shall be given in writing to the Deputy General Manager, Canara Bank, DIT Wing, HO (Annex), 14 MG Road, Naveen Complex, Bengaluru-01 or a email can be sent to [hoditapm@canarabank.com](mailto:hoditapm@canarabank.com) by the intending bidders before 03:00 PM on 18/07/2017 Tuesday.

10.3. No queries will be entertained from the bidders after the above date and time.

10.4. The Bank will consolidate all the 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 (<http://www.canarabank.com/english/announcements/tenders>) 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.

10.5. No oral or individual consultation will be entertained.

**11. Pre-Bid meeting:**

11.1. 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
17/07/2017	Wednesday	3.00PM	Canara Bank, Conference Hall, II Floor, Naveen Complex, 14 M.G Road, Bengaluru 560001.

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 2 representatives from each Bidder who is having the Authorisation Letter (as per Annexure-4) to participate in the pre-bid meeting.

11.2. Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.

11.3. Bank will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the Bidders in the meeting.



11.4. The Bank will consolidate all the 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 ([www.canarabank.com](http://www.canarabank.com)) 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.

11.5. Non reply to any of the queries raised by the vendors during pre-bid Meeting shall not be considered as acceptance of the query/issue by the Bank.

## **12. Amendment to Bidding Document:**

12.1. 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 amendment.

12.2. Notification of amendments will be made available on the Bank's website (i.e. <http://www.canarabank.com/english/announcements/tenders> ) and will be binding on all bidders and no separate communication will be issued in this regard.

12.3. In order to allow reasonable time to prospective bidders 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.

## **13. Bid System Offer:**

13.1. The response to the present tender will be submitted by way of two stage bidding process comprising of Technical Bid (Part A & Part B) & Commercial Bid (Part C) as detailed below:

13.1.1. **Part-A-Conformity to Eligibility Criteria:** Indicating their compliance to Eligibility Criteria. The format for submission of Conformity to Eligibility Criteria is as per **Appendix-A**.

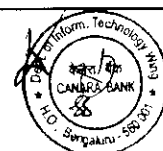
13.1.2. **Part-B-Technical Proposal-** Indicating the response to the Technical and Functional requirement specification of **Supply of Microsoft Office Standard 2016 (Volume License) containing MS-Word, MS-Excel, MS-Power Point, MS-Outlook**. The format for submission of Technical Proposal is as per **Appendix-B**.

13.1.3. **Part-C-Commercial Bid-** furnishing all relevant information as required as per Bill of Material as per **Annexure-14**. The format for submission of Commercial bid is as per **Appendix-C**

## **14. Preparation of Bids:**

14.1. 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 Persons or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.

14.1.1. The three parts as stated above should be placed in three separate envelopes each one superscribed with 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid' and properly closed and sealed. Thereafter, all the three envelop shall be placed inside another envelope and properly closed and sealed. The final envelope should be superscribed as "Supply of Microsoft Office Standard 2016 (volume license) containing MS-Word, MS-Excel, MS-Power Point, MS-Outlook in response to RFP 07/2017-18 dated 12/07/2017" (includes separately sealed 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') on the top of the envelope. All



the envelope shall bear the name and complete postal address of the bidder as well as the addressee, namely the Deputy General Manager, Canara Bank, AP&M Group, DIT Wing, First Floor, Naveen Complex, 14 M G Road, Bengaluru - 560001.

14.1.2. All the 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. All the pages of the submitted bids should be paginated with Name, Seal and Signature of the Authorized Signatory. Bids with erasing / overwriting / cutting are without authentication will be liable for rejection. Authorization letter for signing the Bid documents duly signed by Company's Authorized signatory should be submitted.

14.1.3. All the envelopes shall bear the name and complete postal address of the Bidder and authority to whom the Bid is submitted.

**14.2. Part A- Conformity to Eligibility Criteria:**

14.2.1. Before submitting the bid, the bidders should ensure that they conform to the eligibility criteria as stated in clause-5 of RFP. Only after satisfying themselves of the eligibility, the Offer should be submitted.

14.2.2. The Conformity to Eligibility Criteria as per **Appendix-A** among others, must contain Demand Draft towards the application money as stated in clause 9.1 above, EMD/ Bank Guarantee in lieu of EMD as per **APPENDIX-D** of Instructions of this document and Integrity pact as per **APPENDIX-E**. The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for, as per **APPENDIX-A**.

14.2.3. The Placement of Application Money, EMD and Integrity Pact in other than Part-A Conformity to Eligibility Criteria will make the bid liable for rejection.

14.2.4. After ensuring the above, it shall be placed inside a separate envelope and sealed and superscribed on the top of the cover as "Part A-Conformity to Eligibility Criteria for RFP 07/2017-18 dated 12/07/2017 for Supply of Microsoft Office Standard 2016 (volume license) containing MS-Word, MS-Excel, MS-Power Point, MS-Outlook".

**14.3. Part B-Technical Proposal:**

14.3.1. Technical Proposal should be submitted as per instructions contained in **Appendix-B**. Relevant technical details and documentation should be provided along with Technical Proposal.

14.3.2. The Technical Proposal should be complete in all respects and contain all information sought for, as per **Appendix-B**. Masked Bill of Material must be attached in Technical Offer and should not contain any price information. The Part B-Technical Proposal should be complete and should cover all products and services.

14.3.3. It is mandatory to provide the technical details of the Software Licences required by the bank in the exact format of **Annexure-8** of this tender.

14.3.4. 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.

14.3.5. If any part of the technical specification offered by the bidder is different from the specifications sought in our RFP, the bidder has to substantiate the same in detail the reason of their quoting a different specification than what is sought

for, like higher version or non availability of the specifications quoted by us, invariably to process the technical offer.

- 14.3.6. The Bank shall not allow / permit changes in the technical specifications once it is submitted.
- 14.3.7. The relevant product information, Version number, Licence Details, and printed product brochure, technical specification sheets etc. should be submitted along with the Offer. Failure to submit this information along with the offer may result in disqualification.
- 14.3.8. Masked commercial bid which does not follow the below instruction will make Bid liable for rejection
- 14.3.8.1. Should be replica of Commercial Bid except that it should not contain any price information (with Prices masked).
- 14.3.8.2. It should not provide any price information like, unit price, tax percentage, tax amount, AMC/ATS charges, Implementation Charges & etc.
- 14.3.9. After ensuring the above, it shall be placed inside a separate envelope superscribed on the top of the cover as “**Part B-Technical Proposal for RFP 07/2017-18 dated 12/07/2017 for Supply of Microsoft Office Standard 2016 (volume licence - with media) containing MS-Word, MS-Excel, MS-Power Point, MS-Outlook**”.

**14.4. Part C-Commercial Bid:**

- 14.4.1. The Commercial Bid should be submitted as per the instructions given in APPENDIX-C.
- 14.4.2. 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-14. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.
- 14.4.3. 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.
- 14.4.4. The Bill of Material must be attached in Technical Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal and Commercial Bid, **except that the Technical Proposal should not contain any price information (with Prices masked)**. Technical Proposal without masked Bill of Materials will be liable for rejection. Any change in the Bill of Material format may render the bid liable for rejection.
- 14.4.5. 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.
- 14.4.6. 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.
- 14.4.7. The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank.

14.4.8. After ensuring the above, it shall be placed inside a separate Envelope superscribed on the top of the cover as "Part C-Commercial Bid for RFP 07/2017-18 dated 12/07/2017 for Supply of Microsoft Office Standard 2016 (volume license) containing MS-Word, MS-Excel, MS-Power Point, MS-Outlook".

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

- 15.1. The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) of Rs.4,00,000/- (Rupees Four Lakh Only) by way of Demand Draft drawn on any scheduled bank in favour of Canara Bank, payable at Bengaluru and should be kept along with the Part-A - Conformity to Eligibility Criteria.
- 15.2. 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. The format for submission of EMD in the form of Bank Guarantee is as per **Appendix-D**.
- 15.3. 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.
- 15.4. The EMD of the Bidders not qualified under Technical Proposal will be returned within 15 days after opening the commercial bid of the technically qualified bidders. The EMD of other bidders will be returned upon the selected bidder accepting the order.
- 15.5. The EMD may be forfeited/ Bank Guarantee may be invoked:
- 15.5.1. If the bidder withdraws or amends the bid during the period of bid validity specified in this document.
- 15.5.2. If the selected bidder fails to accept the purchase order within 7 days or fails to sign the contract in accordance with the terms of the RFP.

**16. Software version:**

It is the responsibility of the bidder to maintain latest Software version for Microsoft Office Standard 2016 (volume license) containing MS-Word, MS-Excel, MS-Power Point, MS-Outlook with all the latest patches/upgrades as has been sought in the technical specification. The Offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of the requirement. Bidder should not quote Software items which are impending End of Life/End of Support.

**17. Documentation:**

Technical information in the form of Brochures / Manuals / CD etc. of the most current and updated version available in English must be submitted in support of the Technical Offer made without any additional charges to the bank. The Bank is at liberty to reproduce all the documents and printed materials furnished by the Bidder in relation to the RFP for its own use.

**18. Costs & Currency:**

The Offer must be made in Indian Rupees only as per Bill of Material (Annexure-14).

**19. 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.

**20. Assumptions/Presumptions/Modifications:**

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 document. No offer can be modified or withdrawn by a bidder after submission of Bid/s.

**21. Submission of Bids:**

- 21.1. 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.
- 21.2. The bid/s properly superscribed 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
02/08/2017	Wednesday	Upto 3.00 PM	Canara Bank, First Floor, DIT Wing-HO (Annex), Naveen Complex, 14 M G Road, Bengaluru 560001.

- 21.3. 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.
- 21.4. Bids sent through post/courier will not be accepted /evaluated. No offer will be accepted directly.
- 21.5. 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.
- 21.6. The following officials will facilitate in bid related queries and make arrangements for deposit of bid documents.

First Official	Alternate Official
Mr. S Siva Senior Manager Canara Bank APM Group, DIT Wing, First Floor, Naveen Complex, 14 M G Road, Bengaluru - 560 001. Tel - 080 25590070	Mr. K S Satyanarayana Assistant General Manager Canara Bank APM Group, DIT Wing Naveen Complex, 14 M G Road, Bengaluru - 560 001. Tel - 080 25590832

- 21.7. In case bid 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.



## 22. Bid Opening:

22.1. 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
02/08/2017	Wednesday	3.30PM	Canara Bank, Second Floor, Conference Hall, DIT Wing-HO (Annex), Naveen Complex, 14 M G Road, Bengaluru 560001.

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-4) enclosed.

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

- 22.2. Attendance of all the 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.
- 22.3. 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.
- 22.4. The following details will be announced at the time of bid opening.
- 22.4.1. Bidders name.
- 22.4.2. Presence or absence of cost of the Bidding document and Bid security (In case of opening of Part-A-Conformity to the Eligibility Criteria).
- 22.4.3. Such other details as the Bank at its discretion may consider appropriate.
- 22.5. 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.
- 22.6. The Part-A Conformity to Eligibility Criteria submitted by the bidder will be evaluated based on Appendix-A 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.
- 22.7. The Commercial Bid of only those bidders who qualified in Part-B Technical Proposal will be opened for arriving at L1.

## C. SELECTION OF BIDDER

### 23. Preliminary Scrutiny:

23.1. The Bank will scrutinise 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 signed, whether items are offered as per RFP requirements and whether technical documentation as required to evaluate the offer has been submitted.



23.2. 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.

**24. Clarification Of Offers:**

24.1. During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The 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.

24.2. 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 all the bidders and the Bank reserves the right for such waivers.

**25. Evaluation of Bids:**

25.1. 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. The Bids will be opened in the presence of bidder/s who are interested in being present during the process on the date decided by the Bank.

25.2. **Part A- Conformity to Eligibility Criteria:** The Part A- Conformity to Eligibility Criteria submitted by the bidder will be evaluated based on Annexure-3 of RFP and the documents submitted as per Appendix-A. 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.

25.3. **Part B- Technical Proposal:** The Part B- Technical Proposals submitted by the bidder will be evaluated for the documents submitted as per Appendix-B. 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

25.4. **Part C-Commercial Bid:** The Part C- Commercial Bid submitted by the bidder will be evaluated for the documents submitted as per Appendix-C for arriving at L1.

**26. Normalization of Bids:**

26.1. 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 ask all the technically shortlisted bidders to re-submit the technical and commercial bids once again for scrutiny. The resubmissions can be requested by the Bank in the following manner;

26.1.1. Incremental bid submission in part of the requested clarification by the Bank.

OR

26.1.2. Revised submissions of the entire bid in the whole.

26.2. 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 all the 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.

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

**27. Bidders Presentation / Product Demonstration:**

The Bank reserves the right to call for a presentation on the features and functionalities from those Bidders who have qualified in Part B -Technical Proposal based on the technical bids submitted to make an evaluation. This exercise will be undertaken before opening of the Commercial Bids of the technically qualified responsive Bidders.

**28. Intimation to Qualified/Successful Bidders:**

The Bank will prepare a list of technically qualified bidders on the basis of evaluation of Technical Proposal and the names of qualified bidders would be announced on the Bank's Notice Board at First Floor,14 Naveen Complex, MG Road, Bengaluru. Only shortlisted bidders can participate in the commercial bidding process.

**29. 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:

- 29.1. Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.
- 29.2. 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.
- 29.3. If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
- 29.4. 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.
- 29.5. 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.
- 29.6. If the bidder does not accept the correction of errors, the bid will be rejected.

**30. Determination of L1 Price:**

- 30.1. L1 Price will be determined after giving effect to arithmetical correction, if any.
- 30.2. The L-1 bidder will be determined on the basis of the lowest price quoted in the Commercial bid.
- 30.3. 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.
- 30.4. 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.



30.5. 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. The Bank reserves the right to negotiate with the L1 Bidder.

**31. 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.

**32. 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.

**33. Project Ownership:**

If the bidder is offering product 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 product.

**34. Acceptance of Offer:**

- 34.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 34.2. The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.
- 34.3. 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.
- 34.4. 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.

**35. Award of Contract:**

- 35.1. 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.
- 35.2. 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.
- 35.3. The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the 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.

35.4. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.

**36. Government of India Guidelines On Purchase Preference:**

**36.1. Procurement through Micro & Small Enterprises [MSEs]:**

Procurement through MSEs will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises from time to time. Following are the conditions applicable as per the Government of India Guidelines

36.1.1. This MSEs should have registered with :

36.1.1.1. District Industries Centres or

36.1.1.2. Khadi Village Industries Commission or

36.1.1.3. Khadi & Village Industries Board or

36.1.1.4. Coir Board or National Small Industries Corporation or

36.1.1.5. Directorate of Handicrafts & Handloom or

36.1.1.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.

36.1.2. MSEs participating in tenders, quoting price within price band of L1+15% shall also be allowed to provide a portion of required services 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 provide service upto 20% of total tendered value. In case of more than one such MSE, the services shall be shared proportionately according to the tendered quantity.

36.1.3. Bank shall procure minimum 20% of their annual value of goods or services from MSEs.

**36.1.4. Special provisions for MSEs owned by SC or ST-**

36.1.4.1. Out of the 20% annual target from MSE, a sub-target of 20% [i.e. 4% out of 20%] shall be earmarked for procurement from MSE owned by SC or ST entrepreneurs.

36.1.4.2. MSEs are also exempted from paying Application fee/cost & EMD.

36.1.4.3. MSEs should submit the relevant documentary proof for claiming the exemptions.

36.1.4.4. MSEs shall have basic required qualification under eligibility criteria specified in the RFP and the above Policy will be applicable to those qualifying Bidders only.

36.2. 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.

36.3. The details are available on web site [dcmsme.gov.in](http://dcmsme.gov.in). Interested vendors are requested to go through the same for details

**D. TERMS AND STIPULATIONS**

**37. 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.

**38. Project Execution:**

The Bank and the selected bidder shall nominate a Project Manager each immediately on acceptance of the order, who shall be the single point of contact for the project at Bengaluru. However, for escalation purpose, details of other persons shall also be given.

**39. Delivery and Acceptance:**

- 39.1. The bidder should be ready to supply the required Microsoft Office Standard 2016 (volume license) containing MS-Word, MS-Excel, MS-Power Point, MS-Outlook” within 4 weeks from the date of acceptance of the order.
- 39.2. Delivery payment shall be paid against completion of delivery of all the ordered materials and proof of delivery duly certified by Bank’s Officials, along with delivery payment claim letter.

**40. Liquidated Damages:**

**40.1. Liquidated damages for delay in Delivery of Software license Items:-**

If the bidder fails to deliver the Software license items as per clause 39.1 the bank shall impose penalty of 0.50% (plus GST) per week or part thereof, on the invoice value. However the total LD to be recovered under this clause shall be restricted to 5%(plus GST) of the total value of the order.

40.2. The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered from any other amount payable to the bidder in respect of other Orders levying liquidated damages without prejudice to the Bank’s right to levy any other penalty where provided for under the contract.

40.3. LD is not applicable for the reasons attributable to the Bank and Force Majeure. However it is the responsibility/onus of the bidder to prove that the delay is attributed to the Bank and Force Majeure. The bidder shall submit the proof authenticated by the bidder and Bank’s Official that the delay is attributed to the Bank and Force Majeure at the time of requesting payment.

**41. Pricing & Payments:**

- 41.1. 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 i.e., GST separately in the Bill of Material.
- 41.2. The item value along with GST should be claimed in the invoice and GST will be paid in actuals at our end.
- 41.3. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the price validity period.
- 41.4. Applicable Taxes will be paid at actuals.

**42. Payment Terms:**

**42.1. Payment schedule will be as under:**

Payment Type	Percentage of Payment	Condition/Remarks
Delivery	100%	On delivery of Microsoft Office Standard 2016 (volume license) containing MS-Word, MS-Excel, MS-Power Point, MS-Outlook” and on production of relevant documents.

42.2. Please note that Delivery Proof and Delivery Report duly signed by Bank officials of the user group should be submitted in originals while claiming payment in respect of orders placed.

42.3. The payments will be released through NEFT / RTGS and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc. The net payment will be made after deducting applicable taxes, penalty and LD, if any.

**43. Order Cancellation/Termination of Contract:**

43.1. 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:

43.1.1. Delay in delivery beyond the specified period for delivery.

43.1.2. Serious discrepancies noted in the items delivered.

43.1.3. Breaches in the terms and conditions of the Order.

43.2. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee given by the bidder towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

**44. Software and Manuals:**

44.1. The bidder shall supply along with each item, all the related documents, Software Licences and necessary media of the software without any additional cost. The media and documents shall be in English. These will include but not restricted to User Manual, Operation Manual, Other Software etc.

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

**45. Defect liability**

In case any of the supplies are found to be defective and / or not in accordance with the requirement, and/or do not achieve the guaranteed performance as specified herein and the 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 under the RFP.

**46. Subcontracting:**

The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of the Bank.

**E. GENERAL CONDITIONS:**

**47. Intellectual Property Rights:**

47.1. 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 software supplied on behalf of consortium as bidder.

47.2. 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.

47.3. 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.

47.4. 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.

**48. Roles & Responsibility during Project Implementation:**

48.1. 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.

48.2. The selected bidder has to execute an Undertaking of Authenticity for software items as per Annexure-9.

**49. Indemnity:**

49.1. 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:

49.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;

49.1.2. Any contravention or Non compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;

49.2. 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 Microsoft Office Standard 2016 containing MS-Word, MS-Excel, MS-Power Point, MS-Outlook supplied by them.

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

- 49.2.2. Bidder's aggregate liability shall be subject to an overall limit of the total Cost of the project.
- 49.2.3. 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.
- 49.2.4. 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.

**50. 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 including Software provided to the Bank under this RFP and the vendor shall extend all cooperation in this regard.

**51. Assignment:**

- 51.1. The vendors 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.
- 51.2. 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 Vendor under this RFP.

**52. 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.

**53. Guarantees:**

The bidder should guarantee that software supplied to the Bank includes all patches, upgrades/ updates etc., and the same are licensed and legally obtained. All software must be supplied with their original and complete printed documentation.

**54. Confidentiality and Non-Disclosure:**

- 54.1. 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-6.
- 54.2. 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.

**55. Amendments to Purchase Order:**

Once purchase order is accepted by the bidder, no amendments or modifications of order and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing.

**56. General Order Terms:**

Normally, the Order will be placed on the successful bidder as per the details given in the bid document. But, if there is any change in name/address/constitution of the bidding Firm/Company at any time from the date of bid document, the same shall be informed by the bidders to the Bank immediately. This shall be supported with necessary documentary proof or Court orders, if any. Further, if the bidding Firm/Company is undergoing any re-organisation/restructuring/merger/demerger and on account such a change the Firm/Company is no longer performing the original line of business, the same shall be informed to the Bank. There shall not be any delay in this regard. The decision of the Bank to place orders or otherwise under such situation shall rests with the Bank and the decision of the Bank is final.

**57. 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.

**58. Responsibility for Completeness:**

- 58.1. The bidder shall ensure that the Solution provided [Hardware/Software etc] meets all the technical and functional requirements as envisaged in the scope of the RFP.
- 58.2. The bidder shall deliver the software at bidder's cost as per accepted time schedules. The bidder is liable for penalties levied by Bank for any deviation in this regard. The bidder shall provide all drivers/software required to install, customize and test the system without any further charge, expense and cost to Bank.
- 58.3. The Bidder shall be responsible for any discrepancies, errors and omissions 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 other information as mentioned above within the time schedule and without extra cost to the bank.

**59. Responsibilities of the Bidder:**

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

- 59.1. 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.
- 59.2. The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
- 59.3. No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- 59.4. 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.
- 59.5. The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all



