



**REQUEST FOR PROPOSAL**

**FOR**

**“SELECTION OF VENDOR FOR SUPPLY,  
INSTALLATION, COMMISSIONING AND MAINTENANCE  
OF ROUTERS AND OTHER ITEMS THROUGH E-  
PROCUREMENT”**

Issued by: Canara Bank,  
AP&M Group, 1<sup>st</sup> Floor,  
DIT Wing, Naveen Complex,  
14, MG Road, Bengaluru -560001  
Phone No - 080-25590070,25584873  
Email Id - [hoditapm@canarabank.com](mailto:hoditapm@canarabank.com)



**BID SCHEDULE**

Description	Details
RFP No. and Date	RFP 03/2018-19 dated 07/05/2018
Department Name	Department of Information Technology
Brief Description of the RFP	Supply, Installation, Commissioning and Maintenance of Routers and other items in Canara Bank through E-Procurement.
Bank's Address for Communication	Deputy General Manager Canara Bank, AP&M Group, 1st Floor, DIT Wing, Naveen Complex, 14 MG Road, Bengaluru -560 001
	Senior Manager, Asset Procurement & Management Group Tel - 080-25590070,25584873 Fax- 080-25596539 Email: <a href="mailto:hoditapm@canarabank.com">hoditapm@canarabank.com</a>
Date of Issue	07/05/2018, Monday
Tender Fee (Non-refundable)	Mode of Submission: Offline
	Rs. 29,500/- (including 18% GST)
Earnest Money Deposit (Refundable)	Mode of Submission: Offline
	Rs. 25,00,000/-
Last Date and Time for Submission of Bids in <b>Online Mode</b>	29/05/2018, Tuesday upto 5.00pm (Physical Submission of Bids will not be accepted)
Documents to be submitted physically by Bidder	<ul style="list-style-type: none"> <li>□ Tender Fee (DD)</li> <li>□ DD/Bank Guarantee for EMD</li> <li>□ Pre Contract Integrity Pact (duly signed)</li> <li>□ Acknowledgement issued by e-tendering system</li> </ul>
Last Date and Time for Submission of Physical Documents	30/05/2018, Wednesday upto 3.00pm
Date, Time & Venue for opening of Part A- Conformity to Eligibility Criteria. (Online)	30/05/2018, Wednesday at 3.30pm Venue: Canara Bank, Second Floor, Conference Hall, DIT Wing-HO (Annex), Naveen Complex, 14 M G Road, Bengaluru 560001.
Pre-Bid Meeting	<ul style="list-style-type: none"> <li>○ Pre-bid meeting will be held on 15/05/2018, Tuesday at 3.00pm <u>Venue:</u> Canara Bank, Second Floor, Conference Hall, DIT Wing-HO (Annex), Naveen Complex, 14 M G Road, Bengaluru 560001.</li> <li>○ Pre bid queries should be submitted as per Appendix-E.</li> <li>○ Pre-bid Queries to E-mail <a href="mailto:hoditapm@canarabank.com">hoditapm@canarabank.com</a> must reach us on or before 14/05/2018, Monday at 3.00pm. Subject of the email should be given as "Pre Bid Queries for RFP 03/2018-19 dated 07/05/2018".</li> <li>○ No suggestions or queries shall be entertained after pre-bid meeting.</li> </ul>
Other Details	<ol style="list-style-type: none"> <li>1. The bidder must fulfil the Pre-Qualification criteria to participate in the bid.</li> <li>2. Changes made based on the suggestions, queries and clarifications as per pre-bid meeting shall be deemed to be part of the RFP document and shall be uploaded on the Bank's corporate website <a href="http://canarabank.com/english/announcements/tenders">http://canarabank.com/english/announcements/tenders</a>.</li> </ol>





<p><b>Online Bid Submission Details</b></p>	<p>This Tender will follow e-Tendering process [e-bids] and the same will be conducted by Bank's authorized e-Tendering Service Provider <b>M/s e-Procurement Technologies Limited</b> through Website <a href="https://canarabank.abcprocure.com">https://canarabank.abcprocure.com</a></p> <p>Following activities will be conducted online through above website:</p> <ol style="list-style-type: none"> <li>Submission of Bid for Part A-Conformity to Eligibility Criteria, Part B-Technical Proposal &amp; Part C- Commercial Bid by the Vendor</li> <li>Opening of Conformity to Eligibility Criteria, Technical Bid &amp; Commercial Bid by the Bank</li> <li>Clarification, if any, sought by the Bank.</li> <li>On-line evaluation by the Bank.</li> <li>Online Reverse Auction</li> </ol> <p>Representatives of Vendors will be given training for e-Tendering by the Bank's Service Provider, <b>M/s e-Procurement Technologies Limited (abc Procure)</b>.</p>
<p><b>Documents to be uploaded online</b></p>	<p>As part of online bid submission the documents to be uploaded are as follows:</p> <ol style="list-style-type: none"> <li>Part A- Conformity to Eligibility Criteria as per Appendix-A</li> <li>Part B- Technical Proposal as per Appendix-B</li> <li>Supporting Documents</li> <li>Any other information sought by the Bank with relevant to this RFP.</li> </ol>
<p>This document can be downloaded from following website <a href="http://canarabank.com/english/announcements/tenders">http://canarabank.com/english/announcements/tenders</a>, <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> &amp; <a href="https://canarabank.abcprocure.com">https://canarabank.abcprocure.com</a>. In that event, the bidders should pay the Tender Fee for tender document by means of DD drawn on any Scheduled Commercial Bank for the above mentioned amount in favour of Canara Bank, payable at Bengaluru and submit the same as mentioned above.</p> <p>Any Amendments, Modifications, Pre Bid Replies, Clarifications &amp; any communication etc. will be uploaded in the Bank's website (i.e. <a href="http://canarabank.com/english/announcements/tenders">http://canarabank.com/english/announcements/tenders</a>) and portal website (i.e. <a href="https://canarabank.abcprocure.com">https://canarabank.abcprocure.com</a>). No individual communication will be sent to the individual bidders.</p> <p>This e-Tendering Process will be ported from <a href="https://canarabank.abcprocure.com">https://canarabank.abcprocure.com</a>.</p>	



DISCLAIMER

The information contained in this Request for Proposal ("RFP") document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of Canara Bank (or Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by Canara Bank 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 requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. Canara Bank 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. 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 (<http://canarabank.com/english/announcements/tenders>) & portal website (<https://canarabank.abcpurchase.com>) and it will become part and parcel of RFP.

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

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 for Proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Canara Bank shall be final, conclusive and binding on all the parties.

No person of the Bank or the Contractors, vendors and third parties shall violate the Social Media Policy of the Bank. Non-adherence to the standards/guidelines in relation to Social Media Policy issued by the Bank from time to time and Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of Social Media related systems and procedures on the part of personnel of the Bank or Contractors, Vendors and third parties shall be construed as violation of Social Media Policy.



Abbreviations used in this Document:

1.	AMC	Annual Maintenance Contract
2.	BG	Bank Guarantee
3.	BOM	Bill of Material
4.	GST	Goods & Services Tax
5.	DD	Demand Draft
6.	DIT	Department of Information Technology
7.	EMD	Earnest Money Deposit
8.	HO	Head Office
9.	LAN	Local Area Network
10.	LD	Liquidated Damage
11.	LST	Local Service Tax
12.	MAF	Manufacturer Authorisation Form
13.	MCLR	Marginal Cost of Lending Rate
14.	MSME	Micro Small & Medium Enterprises
15.	MTBF	Mean Time Between Failure
16.	MTTR	Mean Time To Restore
17.	NEFT	National Electronic Funds Transfer
18.	NI Act	Negotiable Instruments Act
19.	OEM	Original Equipment Manufacturer
20.	OS	Operating System
21.	PDI	Pre Delivery Inspection
22.	PERT	Project Execution and Review Technique
23.	RFP	Request For Proposal [Interalia the term 'Tender' is also used]
24.	RTGS	Real Time Gross Settlement
25.	VAT	Value Added Tax

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## 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 6,200 branches, 21 Circle offices and 118 Regional Offices situated across the States. The Bank is working on Core Banking System using Flex cube solutions. The Bank is a forerunner in implementation of IT related products and services and continuously making efforts to provide the state of art technological products to its customers.

### 2. Definitions:

- 2.1. 'Bank' means unless excluded by and repugnant context or the meaning thereof, shall mean 'Canara Bank', described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successor and permitted assigns.
- 2.2. 'RFP' means Request for Proposal for Supply, Installation, Commissioning and Maintenance of Routers and other items.
- 2.3. 'Bidder' means a vendor submitting the proposal in response to this RFP.
- 2.4. 'Solution' means Supply, Installation, Commissioning and Maintenance of Routers and other items in the Bank.
- 2.5. 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
- 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 is in the Process of providing MPLS Leased Line Connectivity to New Branches across the country to bring them under the Corporate Network of our Bank. Also some of the Branches which were working on VSAT connectivity and now provided with Airtel MPLS Connectivity and Router is required for connecting to WAN. Bank wishes to procure Network Devices for the above purpose.

In this connection, Bank invites sealed offers for Supply, Installation, Commissioning and Maintenance of Routers and other items as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.

### 4. Objective:

The Bank proposes to procure Routers as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document for providing network connectivity at New/Existing Branches.

### 5. Eligibility Criteria:

- 5.1. A vendor submitting the proposal in response to this RFP shall hereinafter be referred to as 'Bidder' and Supply, Installation, Commissioning and Maintenance of Routers and other items in the Bank shall hereinafter be referred as "Solution".





5.2. Interested Bidders, who can Supply, Install, Commission and Maintain Routers in the Bank and meeting the Eligibility Criteria as per Annexure-2 may respond.

**6. Participation Methodology:**

- 6.1. In a tender either the Partner/Distributor/System Integrator on behalf of the OEM or OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- 6.2. If a Partner/Distributor/System Integrator bids on behalf of the OEM, the same Partner/Distributor/Network Integrator shall not submit a bid on behalf of another OEM in the same tender for the same item/product.
- 6.3. If Router of OEM is being quoted in the tender, the OEM cannot bid for any other OEM's Router in the same tender.
- 6.4. In the event Partner/Distributor/System Integrator fails in their obligations to provide the product updates (including management software updates and new product feature releases) within 30 days of release/announcement, the OEM should assume complete responsibility on behalf of the partner/distributor/System Integrator to provide the same to the bank at no additional cost to the bank and will directly install the updates and any new product releases at the Bank's premises. To this effect Bidder should provide a dealer/distributor certificate as per Annexure-10.

**7. Requirement Details:**

7.1. Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for Supply, Installation, Commissioning and Maintenance of Routers and other items for various Branches/Offices of the Bank as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.

7.2. This tender consists of following requirements:

Sl. No.	Description	Quantity
a.	Routers & Other items as per Annexure-7	1500

7.3. The Bank reserves the right to increase or decrease the above quantum of purchase by 25% at the same rate arrived and on the same Terms and Conditions of this Tender. All the Hardware / Software ordered should have comprehensive onsite warranty of One year and AMC support for further 4 years.

7.4. The proposed Network Equipments and components should also meet the technical specifications mentioned in Annexure-7.

**8. Scope of Work**

**8.1. Existing setup of the Bank & Network Architecture:**

- 8.1.1. The Bank is having its Head Office at Bangalore, Circle Offices (COs), Regional Offices and all the Branches including Extension Counters, Currency Chests, ATMs and service units at various cities. Thus the business architecture is 4-Tier.
- 8.1.2. Now all the Branches, Offices, Extension counters, Currency Chests, ATMs and service units are inter connected through Corporate WAN.
- 8.1.3. Bank wants to replace Cisco 1800 series Routers at Branches/ATMs/COs with new Model Routers as per Technical specifications provided in Annexure -7.



- 8.1.4. The Selected bidder should coordinate with all existing System Integrators/Telecom Service Providers like IBM, Wipro, BSNL/MTNL, HCIL, Bharti Airtel Ltd, etc. During the course of Project Implementation, Warranty, AMC, the vendor has to coordinate with the various service provider for enablement of load sharing (wherever it is technically feasible), enablement of auto fallback between connectivity (wherever it is technically feasible), and other scope of work defined in this RFP.
- 8.1.5. The router shall be configured by the bidder for Access list, QoS, CoS, etc., as required by the Bank during acceptance, warranty and AMC, if contracted.
- 8.1.6. The Bank's present Network Architecture and Connectivity are as follows:
- 8.1.6.1. 2-Tier Network Architecture: DC at Bangalore and DRC at Mumbai, where most of the application servers are housed including ATM Switch. All the Branches/offsite ATMs/Admin Offices are connected to Data Center and Data recovery center by n X 64Kbps MPLS leased lines (LL) as primary. Bank is using ISDN/CDMA/VSAT/RF as backup connectivity. Circle offices are having n\*2Mbps MPLS leased line as primary connectivity.
- 8.1.6.2. ASP Connectivity: Bank is providing alternate MPLS connectivity from M/s Bharti Airtel at Branches and Offices.
- 8.1.6.3. VSAT Connectivity: The Bank is using Ku-Band VSATs at various locations and these VSATs are connected to VSAT Hub at Gurgaon/Mumbai/Delhi and the Bank is using MPLS connectivity between VSAT Hubs to DC and DRC in auto-fallback.
- 8.1.6.4. Other connectivity: The Bank is using CDMA / VPNoBB / WiMax connectivity as either primary or secondary connectivity for the Branches/offices/offsite ATMs.
- 8.1.6.5. The WAN is an end-to-end TCP/IP network. The Bank is using the following routing protocols:
- OSPF within DC and DRC itself.
  - BGP is for connecting to MPLS for DC and DRC
  - Branches/Offices/offsite ATMs are using static Route/BGP for connecting to MPLS
  - Remote locations VSATs to VSAT Hub is RIPv2 and from VSAT Hub to DC and DRC is EIGRP
  - BGP is used for CDMA connectivity
  - Static Routing is used for RF connectivity
- 8.1.6.6. Router's capability:
- The routers should support IPSEC 3 DES encryption.
  - The proposed router should support Any to Any Encryption based on Group domain of Interpretation (GDOI).
  - All the specifications & features in accordance with the RFP technical specifications should be available in the Router from the day one of the installation of the Router.
  - Bank is having Cisco Core Router/Switches at Datacenter/Disaster Recovery Center. Cisco/HP Routers/Switches are installed at Branches/ATMs. Proposed router should be integrated seamlessly from day one with the existing Network equipments at DC/DRC/Branch/ATM on all industry standard protocols and features.



**8.1.6.7. Network Management System:**

Bank is having Centralized Network Management System at core location (at Bangalore), which collects data from all the Branches/Offices/offsite ATMs for centralized reporting and monitoring.

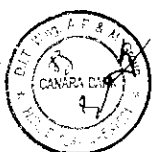
**8.1.6.8. The Bank has the following Network Security Architecture:**

End-to-End Router based security (IPSEC 3 DES) / Any to Any Encryption based on Group domain of Interpretation (GDOI) for all locations. Installed Cisco, Juniper UTM and Checkpoint firewall at DC and DRC for restricted permission and access. All the critical and Banking Applications Data from the Branches to the server locations are encrypted.

**8.2. PRESENT SCOPE OF WORK:**

This project includes but not limited to the following:

- 8.2.1. Supply of Router with cards, cables and other ordered accessories as applicable location-wise.
- 8.2.2. Installation and commissioning of ordered materials.
- 8.2.3. Replacement of existing Router with the newly ordered Router and ensure the Branches/ATMs function smoothly for accessing Bank's Network resources with respect to Equipments and links. The end-to-end activity to be taken care by the selected bidder and all the charges related to the activity to be included as per the BOM format only, whether it is explicitly mentioned in the RFP or not.
- 8.2.4. Replacement of existing old model router with minimum downtime.
- 8.2.5. Configuration of Router for load sharing between connectivity technologies like MPLS, ISDN, CDMA, VSAT, RF, VPN OVER BROADBAND, etc.
- 8.2.6. Configuration of Router for auto fallback between connectivity technologies like MPLS, ISDN, CDMA, VSAT, RF, VPN OVER BROADBAND etc.
- 8.2.7. Enablement of Routers under Centralized management system of the Bank.
- 8.2.8. Enablement of network and data security parameters in Router. Further Bidder shall be responsible for migrating to IPV6 IP Schema from IPV4 as and when Bank's plan to go for during project implementation period.
- 8.2.9. Enablement of IP SLA, QoS, CoS, IPV6 and any latest emerging technologies / features available in the Router.
- 8.2.10. The Bidder's scope of work as per the conditions of RFP and technical specifications shall supply & Installation of ordered Equipments, transportation, transit insurance, local delivery, storage and installation insurance up to acceptance by the Bank, cabling, installation, commissioning and integration, acceptance testing, training, commissioning of link in the Network Devices supplied and also includes documentation, warranty, annual maintenance (if contracted).
- 8.2.11. The Bidder shall be responsible for installation and commissioning of the Equipments including cabling and other related activities such as unpacking, uncrating, inspection etc.
- 8.2.12. The Bidder shall ensure end to end security of Data i.e. originating from access locations to Bank's Data Centre located at Bangalore and Disaster



Recovery Center at Mumbai by implementing IPsec 3DES tunnel / Any to Any Encryption based on Group domain of Interpretation (GDOI) between the proposed Bank locations and DC & DRC. The proposed Routers at Branches, Offices and ATMs should support DES, IPsec 3DES, Any to Any Encryption based on Group domain of Interpretation (GDOI) from day 1 and should also support hardware based encryption from day one. As on date IPSEC/3DES/ Any to Any Encryption based on Group domain of Interpretation (GDOI) feature is enabled on all Banks' Routers. Necessary Configuration needs to be made for IPSEC/3DES/ Any to Any Encryption based on Group domain of Interpretation (GDOI) in the newly supplied Routers.

- 8.2.13. Supply of ordered devices at the respective places and Installation & Commissioning, Acceptance Test and Warranty support of Equipments.
- 8.2.14. Enabling routing for connecting Wide Area Network (WAN) and Inter-VLAN communications if required for the technical solution.
- 8.2.15. Providing training to the Bank's officials.
- 8.2.16. The Routers should meet the technical specifications as per **Annexure-7** and must operate at or above the guaranteed levels with regard to Availability and other performance parameters. The bidder shall submit details of such performance parameters for the product/service offered by them.
- 8.2.17. The Bidder has to supply all the Routers and other items to all the ordered locations as per the Technical Specifications mentioned in the **Annexure-7**.
- 8.2.18. The Bidder shall be fully responsible for Delivery, Installation and Commissioning of the ordered equipments.
- 8.2.19. The WAN shall be equipped with following redundancy:
  - 8.2.19.1. The Routers should be configured for load sharing and auto fallback between primary and alternate connectivity for technically feasible locations. Bank is using MPLS and VSAT as primary connectivity and MPLS/ISDN/CDMA/VSAT/RF as alternate connectivity.
  - 8.2.19.2. In case of MPLS backed up by ISDN, whenever leased line fails, the branch end shall initiate an ISDN call to the central location automatically without any manual intervention. Similarly, whenever MPLS is restored, the link should switch over automatically from ISDN to MPLS.
  - 8.2.19.3. In case of MPLS backed up by Lease Line/RF/VSAT/CDMA, whenever MPLS fails, the branch end shall automatically connect to the central location automatically without any manual intervention. Similarly, whenever MPLS is restored, the link should switch over automatically from VSAT/CDMA/MPLS to MPLS.
- 8.3. All cables/ connectors /adapters/other interfaces required for connection of WAN shall be done by the bidder.
- 8.4. The Bidder shall be fully responsible for installation and commissioning of the Routers including cabling and other related activities such as unpacking, uncrating, inspection etc. for which the owner shall provide the required space. While installation the bidder shall check physical availability of items as per the packing



list. The Bidder shall have to arrange for all testing equipments and tools required for installation, maintenance and also arrange vehicle for transport at no extra cost to the Bank.

8.5. It is the responsibility of the bidder to configure the router for ISDN/VSAT/CDMA/MPLS in all the ordered location during implementation, Warranty and AMC for acting as a fall back connectivity. The configuration at router shall be done by the bidder for acting as a load sharing between the connections if required.

8.6. The Bidder shall provide all other required equipments and services, whether or not explicitly mentioned in this RFP, to ensure the intent of specification, completeness, operability, maintainability and upgradability of the network.

8.6.1. The bidder shall provide the details like Name of the contact person, contact nos. and address, etc of Implementation team, project team, field engineers and service support at all the locations in which the equipments are ordered and installed during project, warranty and in AMC. The bidder shall also specify the availability and details of Technical expertise (personnel) and stocking of spares for each of their Service / Support Centers across the country.

**8.7. Project Completion and Management:**

8.7.1. For smooth completion of project the Bidder should identify one or two of its representatives at Bengaluru as a single point of contact for the Bank.

8.7.2. Project implementation team should be conversant with local rules and conditions to resolve the issues, if any

**B. BID PROCESS**

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

9.1. 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 should seek clarification in writing in the same serial order as that of the RFP by mentioning the relevant page number and clause number of the RFP as per format provided under Appendix-E.

9.2. All communications regarding points requiring clarifications and any doubts regarding RFP shall be given in writing to the Deputy General Manager, Canara Bank, DIT Wing, HO(Annex), 14 MG Road, Naveen Complex, Bengaluru-01 or an email can be sent to [hoditapm@canarabank.com](mailto:hoditapm@canarabank.com) by the intending bidders latest by date and time given as per Bid Schedule.

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

9.4. No oral or individual consultation will be entertained.



**10. Pre-Bid meeting:**

- 10.1. A pre-bid meeting of the intending bidders will be held on the date & time and at the venue specified in the Bid Schedule to clarify any point/doubt raised by them in respect of this RFP. No separate communication will be sent for this meeting.
- 10.2. 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 maximum of Two (2) representatives from each Bidder to participate in the pre-bid meeting.
- 10.3. Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 10.4. 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.
- 10.5. 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://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.
- 10.6. 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.

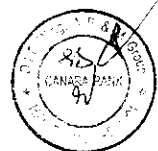
**11. Amendment to Bidding Document:**

- 11.1. 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.
- 11.2. Notification of amendments will be made available on the Bank's website (<http://canarabank.com/english/announcements/tenders>) & portal website (<https://canarabank.abcprocure.com>) and will be binding on all bidders and no separate communication will be issued in this regard.
- 11.3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for submission of Bids.

**12. Bid System Offer:**

This is two bid system which has following 3 (Three) parts:

- 12.1. **Part A- Conformity to Eligibility Criteria:** Indicating their compliance to Eligibility Criteria. The Instructions for submission of Conformity to Eligibility Criteria is as per Appendix-A.
- 12.2. **Part B-Technical Proposal:** Indicating the response to the Technical specification of Supply, Installation, Commissioning and Maintenance of Routers and other items in Canara Bank. The format for submission of Technical Proposal is as per Appendix-B.
- 12.3. **Part C-Commercial Bid (Indicative):** Furnishing all relevant information as required as per Bill of Material as per Annexure-11.



12.4. Online Reverse Auction shall be conducted by the Bank to those bidders who qualify in the technical evaluation to determine L1, L2 Bidders.

**13. Submission of Bids Through E-Tendering Portal:**

13.1. **E-Tendering:** This Tender will follow E-Tendering process [e-bids] which will be conducted by Banks' authorized E-Tendering Vendor M/s. e-Procurement Technologies Ltd. [abcProcure] through their Website as per details given below:

13.1.1. Submission of Conformity to Eligibility Criteria, Technical Bid & Commercial Bid by the Bidder.

13.1.2. Opening of Conformity to Eligibility Criteria, Technical Bid & Commercial Bid by the Bank.

13.1.3. Clarification, if any, sought by the Bank.

13.1.4. On-line evaluation by the Bank.

13.1.5. On-line Reverse Auction

Representative of Bidders will be given training for e-Tendering portal access by M/s. e-Procurement Technologies Ltd [abcProcure].

The response to the present tender will be submitted by way of three stage bidding process "Conformity to Eligibility Criteria, Technical bid & Commercial bid". Bidders need to submit all three bids through online mode at Bank's e-Tendering portal <https://canarabank.abcprocure.com>. Physical submission of Bids will not be accepted.

**13.2. Rules for Web Portal Access:**

13.2.1. Bidder should be in possession of Class II or Class III Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders may use Digital Certificates issued in the name of individuals upon submission of authorization certificate from the company for the same to the e-tendering service provider and prior approval from Bank officials. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.

13.2.2. E-Tendering will be conducted on a specific web portal as detailed in Bid Schedule of this RFP meant for this purpose with the help of the Service Provider identified by the Bank as detailed in clause (13.1) of this RFP.

13.2.3. Bidders will participate in E-Tendering event from their own office/place of their choice. Internet connectivity/browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.

13.2.4. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) either the service provider or Bank is not responsible.

13.2.5. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements/alternatives such as back-up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the E-Tendering Auction successfully.

13.2.6. However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.



- 13.2.7. Failure of power at the premises of bidders during the E-Tendering cannot be the cause for not participating in the E-Tendering.
- 13.2.8. On account of this, the time for the E-Tendering cannot be extended and Bank is not responsible for such eventualities.
- 13.2.9. Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of E-Tendering irrespective of the cause.
- 13.2.10. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the bank, e-tendering website will receive the bids upto the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.
- 13.2.11. However, during the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service Provider.

### 13.3. Information for Online Participation

13.3.1. Bidders who wish to participate in online tenders will have to register with the website (<https://canarabank.abcprocure.com>) through the "New user Registration" link provided on the home page. Bidder will create login id & password on their own in registration process.

#### 13.3.2. FACILITIES PROVIDED TO REGISTERED BIDDERS/ VENDORS BY THE SERVICE PROVIDER M/S e-Procurement Technologies Ltd:

The following facilities shall be provided to the registered bidders/ vendors for participating in the e-tendering process.

13.3.2.1. Digital Signature Certificate issued by approved certifying authority.

13.3.2.2. Hardware token to store the Digital Signature.

13.3.2.3. Training to the Vendor/Contractor for participating in the bids through e-tendering Website.

13.3.2.4. 24x7, 365 days call center support/ email/ phone/ fax/ chat / mobile etc. in all possible medium.

13.3.2.5. Registration with the e-tendering website.

13.3.2.6. Bidders/Vendors/Contractors shall be permitted to participate in any other e-tender on the service provider's website for any other organization to whom the services are being provided.

13.3.2.7. User Manual/ Training Kit to the Vendor/ Contractor.

13.3.2.8. Any no. of users of Vendor/ Contractor organization can take training on the e-tendering system.

13.3.3. Bidders who wish to participate in this tender need to procure Digital Signature Certificate as per Information Technology Act-2000 using that they can digitally sign their electronic bids. Bidders can procure the same from any or the CCA approved certifying agencies, or they may contact e-Procurement Technologies Ltd. at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid





Digital Signature Certificate need not procure the same. In case bidders need any clarification regarding online participation, they can contact,

e-Procurement Technologies Ltd. (abc Procure)  
Corporate Office:  
B-705 Wall Street-2, Opp-Orient Club,  
Nr.Gujarat College, Ellis Bridge, Ahmedabad.  
Tel: +91-079-40016802 - 882  
Fax: +91-079-40016816/876  
Cell: +91-9374519754,+91-9377988119  
Email: [support@abcprocure.com](mailto:support@abcprocure.com)  
Website: <http://www.abcprocure.com>

- 13.3.4. Bidders who wish to participate in e-Tender need to fill data in predefined forms of RFP, Technical, Price bid available in respective tender only.
- 13.3.5. Bidder should upload all the copies of relevant documents without fail in support of their bid and as per the instructions given in tender documents.
- 13.3.6. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.
- 13.4. Bidders satisfying the RFP Clauses, Specific terms and conditions and General terms and conditions specified in this RFP and ready to provide the said Solution in conformity with Technical Specifications and models stipulated in **Annexure-7**, may submit their bid through Bank's e-tendering service provider website <https://canarabank.abcprocure.com> on or before the timeline stipulated in Bid Schedule. Refer clause (13.3.3) for E-Tendering Service pre requisite for bid submission. Bids submitted by any other means other than bid submission in e-tendering website will not be accepted by the Bank.

**13.5. Submission of Documents:**

In addition to uploading the documents in the e-tendering portal, Bidder should also submit the following in a sealed cover to the address notified in the Bid Schedule on or before the due date mentioned in Bid Schedule.

- 13.5.1. Demand Draft towards cost of Application Money.
- 13.5.2. Demand Draft/Bank Guarantee in lieu of EMD towards EMD.
- 13.5.3. Pre-Contract Integrity Pact as per Appendix-G.
- 13.5.4. Acknowledgement issued by e-tendering system for having received the bid through e-tendering system.

In case the above documents are not submitted on or before the due date mentioned in Bid Schedule, the bid will be rejected even if the copies of documents are uploaded in the Bank's e-tendering service provider website.

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

- 13.6.1. Before submitting the bid, the bidders should ensure that they confirm to the eligibility criteria as stated in **Annexure-2** of this RFP. Only after satisfying themselves of the eligibility, the Offer should be submitted.
- 13.6.2. The Conformity to Eligibility Criteria as per **Annexure-2** among others must contain Demand Draft towards the Tender Fee as per the **Clause 14**, Pre Contract Signed Integrity Pact as per **Appendix-G** and EMD/ Bank Guarantee in lieu of EMD as per **Appendix-C** of this document.



13.6.3. The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for, as per **Appendix-A**.

13.6.4. After ensuring the above, it shall be submitted in the Bank's e-tendering service provider website.

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

13.7.1. Technical Proposal should be submitted as per the format in **Appendix-B**. Relevant technical details and documentation should be provided along with Technical Proposal.

13.7.2. It is mandatory to provide the technical details of the Solution required by the bank in the exact format of **Annexure-7** of this tender.

13.7.3. 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.

13.7.4. 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 for 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.

13.7.5. The Bank shall not allow / permit changes in the technical specifications once it is submitted.

13.7.6. The relevant product information, brand, and model number offered 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.

13.7.7. The Technical Proposal should be complete in all respects and contain all information sought for, as per **Appendix-B**. The Part B-Technical Proposal should be complete and should cover all products and services.

13.7.8. After ensuring the above, it shall be submitted in the Bank's e-tendering service provider website.

**13.8. Part C-Commercial Bid (Indicative):**

13.8.1. Bill of Material shall be submitted as per **Annexure-11** and other terms and conditions of RFP on prices. The Bill of Material should give all relevant price information as per **Annexure-11**. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.

13.8.2. 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.

13.8.3. 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.

13.8.4. Bids quoting unrealistic prices in the Commercial Bid (Indicative) for any of the solution will be rejected at the discretion of the bank.

13.8.5. The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank.



13.8.6. After ensuring the above, it shall be placed submitted in the Bank's e-tendering service provider website.

13.9. The following officials will facilitate in bid related queries.

First Official	Alternate Official
Mr. G S V Babu Senior Manager Canara Bank AP&M 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 AP&M Group, DIT Wing Naveen Complex, 14 M G Road, Bengaluru - 560 001. Tel - 080 25590832

**14. Tender Fee:**

14.1. This document can be downloaded from following websites <http://canarabank.com/english/announcements/tenders>, <https://eprocure.gov.in/epublish/app> & <https://canarabank.abcpocure.com>.

In that event, the bidders should pay the Tender Fee as specified in Bid Schedule for tender document by means of DD drawn on any scheduled Commercial Bank in favour of Canara Bank, payable at Bengaluru and submit the same as per clause (13.5).

14.2. Submission of the Tender Fee after the due date mentioned in Bid Schedule is liable to be rejected on grounds of non-payment of the Tender Fee, even if the same is uploaded in the Bank's e-tendering service provider website.

14.3. The Bidder shall bear all costs associated with the preparation and submission of the Bid and 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.

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

15.1. The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) as specified in Bid Schedule by way of Demand Draft drawn on any Scheduled Commercial Bank In India in favour of Canara Bank, payable at Bengaluru and should submit the same as per clause (13.5).

15.2. In Case the EMD is submitted in the form of Bank Guarantee from any of the Scheduled Commercial Banks (other than Canara Bank), the same should be valid for the minimum period of 6 months with additional claim period of 3 months from the last date for submission of offer.

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

15.3. Submission of EMD after the due date mentioned in Bid Schedule is liable to be rejected on grounds of non submission of EMD, even if copy of the same is uploaded in the Bank's e-tendering service provider website.

15.4. The EMD of the Bidders not qualified under evaluation of Part A-Conformity to Eligibility Criteria will be returned within 15 days after opening the Part B-Technical Proposals. 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/ conducting Reverse Auction. The EMD of Technically Qualified bidders will be returned upon the selected bidder/s accepting the order/Letter of Intent (LOI) and furnishing the Performance Bank Guarantee.

15.5. The EMD may be forfeited/ Bank Guarantee may be invoked:

15.5.1. If the bidder/s withdraws or amends the bid during the period of bid validity specified in this document.

15.5.2. If the bidder/s fails to participate/quote the price in Online Reverse Auction or fails to login in Reverse auction process.

15.5.3. If the selected bidder fails to accept the purchase order / Letter of Intent (LOI) within 7 days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the RFP.

**16. Make and Models:**

It is mandatory to provide make & model of all the items and their subcomponents 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 make, model of the items offered. Please note that substituting required information by just brand name is not enough. Bidder should not quote hardware/Software items which are impending End of Sale within One year from the date of the RFP and End of Life/End of Support during the contractual period.

**17. Software Version:**

The bidder should ensure usage of latest licensed software with proper update/patches and their subcomponents as has been sought in the technical/functional requirements. The Offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of Software Version of the items offered. Please note that substituting required information by just software name is not enough. Bidder should not quote Software which is already End of Sale. Bidder should not quote software items which are impending End of Life/End of Support.

**18. Documentation:**

Technical information in the form of Brochures / Manuals / CD etc. of the most current and updated version available in English must be submitted online 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.

**19. Costs & Currency:**

The Offer must be made in Indian Rupees only as per Bill of Material (Annexure-11).

**20. Erasures or Alterations:**

The Offers containing erasures or alterations or overwriting may 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.

**21. 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.

**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 Bid Schedule at the below Address.

Venue
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 (**Appendix-J**) enclosed.

**Note: Authorisation letter should be carried in person.**

**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 bids will be accepted on the next working.

**22.4.** The following details will be announced at the time of bid opening.

**22.4.1.** Name of the Bidders.

**22.4.2.** Presence or absence of cost of the Bidding document and Bid security.

**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 the Eligibility Criteria 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 (Indicative) of only those bidders who are qualified in **Part-B Technical Proposal** will be opened by the Bank Officials and such bidders only will be eligible to participate in the Online Reverse Auction.



**C. SELECTION OF BIDDER**

**23. Preliminary Scrutiny:**

The Bank will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of RFP, whether the documents have been properly uploaded, whether items are offered as per RFP requirements and whether technical documentation as required to evaluate the offer has been submitted.

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 Bid:**

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.

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-2 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.

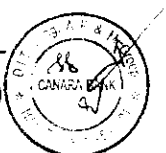
**25.3. Part B- Technical Proposal:**

25.3.1. 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 (Indicative) of only those bidders who qualified in Part B- Technical Proposals, will be opened with due communication by the Bank.

25.3.2. The Technical Evaluation will be for Technical and Functional requirement as per Annexure-7 of RFP.

25.3.3. Against each of the specifications under Technical / Functional requirements there is Bidder's response where the bidder has two options viz., Yes, No to indicate their response. The letter 'Yes' stands for Available whereas the letter 'No' stands for Not Available.

25.3.4. The Bank reserves the right to call for a presentation on the features and functionalities from those Bidders who have qualified in Part A- Conformity to Eligibility Criteria.



25.4. **Part C-Commercial Bid (Indicative):** The Part C- Commercial Bid (Indicative) submitted by the bidder will be evaluated. However, for arriving at L1, Bank will conduct Reverse Auction as mentioned elsewhere in the RFP document.

25.5. **Reverse Auction:** Bank will conduct Reverse Auctions for arriving at L1/L2/L3...etc., with due communication.

**26. Bidders Presentation /Site Visits / Product Demonstration/POC:**

26.1. The Bank reserves the right to call for a presentation on the features and functionalities from those Bidders who have qualified in **Part A-Conformity to Eligibility Criteria**.

26.2. As a Part of Technical Evaluation based on the technical bids submitted by the Bidders, Bank at its discretion may call the Bidders for conducting POC (Proof of Concept) of the **Routers and Other items** proposed by them. This exercise will be undertaken before opening of the Commercial Bids(Indicative) of the Bidders whose Part B-Technical proposals has been opened.

26.3. Bidders are further required to be in preparedness to demonstrate the proposed Services by arranging for product walk-through at their own installations/principals/ R&D labs duly meeting the specific requirements/issues raised by the Bank.

26.4. The Bank at its discretion call for providing of Proof of Concept (PoC) of proposed Services at the site mutually agreed.

26.5. Setting of evaluation criteria for product demonstrations shall be entirely at the discretion of the Bank. The decision of Bank in this regard shall be final and in this regard, no correspondence shall be entertained.

26.6. All expenses incurred in connection with the above shall be borne by the bidder. However, Bank will bear the travelling, boarding and lodging expenses related to its own personnel and its Consultants, if any.

**27. Normalization of Bids:**

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

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

OR

27.1.2. Revised submissions of the entire bid in the whole

27.2. 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



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

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

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

**29. Correction of Error In Commercial Bid (Indicative):**

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

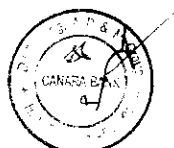
- 29.1. Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.
- 29.2. If there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail 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. The L-1 bidder will be determined on the basis of the lowest price quoted in the Reverse Auction. The Reverse Auction would be conducted for Total Cost of ownership given in Bill of Material (indicative) as per **Annexure-11** of RFP or in a manner described in **Appendix-I**. Business Rules and Terms & Conditions of Reverse Auction are detailed in **Appendix-I**.

**30.2. Online Reverse Auction:**

- 30.2.1. Bidders, whose Commercial Bids (Indicative) has been opened by the Bank will be called for the Reverse Auction.
- 30.2.2. Reverse Auction event will be carried out among the technically qualified Bidders, based on evaluation of Part B-Technical Proposal, for providing opportunity to the Bidders to quote the price dynamically for the procurement for which RFP is floated and also to get the most competitive price.

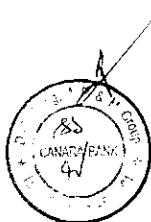




- 30.2.3. For finalization of the most competitive offer, the Bank will conduct "Reverse auction" The detailed procedure and Business rules for the Reverse auction is given as per Appendix-I.
- 30.2.4. Bank will call the technically qualified bidders whose Commercial Bids (Indicative) have been opened by the Bank for participating in the Reverse auction process which will be conducted by an Auction company authorized by the Bank. Bank will share the contact details of the concerned person of the Auction Company. Specific rules for this particular event viz. date and time, CAP price, bid decrement value, duration of event etc. shall be informed by the Auction Company to the participating bidders before the event. The bidders should furnish indicative prices for the project in their Indicative Commercial Bid to facilitate finalizing the start bid for "Reverse auction". However, the CAP price for Reverse auction will be fixed by the Bank.
- 30.2.5. Bidders should note that the indicative commercial bid is considered for the purpose of conducting Reverse auction process only. The L-1 bidder will be decided only later, on finalization of prices through Reverse auction.
- 30.2.6. The L1 bidder emerging at the end of the Reverse Auction process shall be required to submit the break-up of their Final price (last bid price) again as per Annexure-11 within 2 working days. Failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result in forfeit of the EMD with the Bank, which may please be noted.

**30.3. Re-auction/s Rules:**

- 30.3.1. Bank may consider the option of a Re-Auction/s in following circumstances:
- 30.3.1.1. At the end of the Reverse Auction, L1 price is not acceptable to the Bank.
- 30.3.1.2. During the process of reverse auction, if there is no bid from logged in bidders, Bank may decide a re-auction by increasing the CAP price for Re-auction.
- 30.3.1.3. At the end of the Reverse Auction, if only one bidder puts up bid/s, Bank at its discretion may decide a re-auction.
- 30.3.2. Even after conducting Reverse Auction/s, if no Bidder has quoted or the prices quoted by them are not acceptable to the Bank. Bank at its discretion can advise all the technically qualified Bidders to submit the Closed Commercial Bid by giving sufficient time to the Bidders. If Bidder/s are not submitting the Commercial Bid in due date and Time, their EMD will liable to be forfeited. If the EMD is submitted by the way of BG, Bank can its discretion invoke the Bank Guarantee.
- 30.3.3. If at the end of the Reverse Auction/s only one Bidder submits their Bid, Bank reserves the right to place the entire order on L1 Bidder only.
- 30.3.4. Bank reserves the right to reject any or all proposals. Similarly, it reserves the right not to include any bidder in the final short-list.
- 30.4. The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves the right to obtain revised price bids from the bidders with regard to change in RFP clauses. The Bank reserves the right to accept any bid in whole or in part.



**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/ conducting of Reverse Auction. 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 important to the evaluation and selection process, it is necessary 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:**

33.1. If the bidder is offering solutions/products from other bidders/principals, as required in this RFP, they shall detail the responsibilities of the parties involved and also submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the project. The bidder must specify any and all relationships with third parties in respect of the ownership and also maintenance & support of all hardware and software related to Supply, Implementation and Support for Routers and other items which are relevant to this RFP.

33.2. Ownership letter by the bidder to be submitted (Undertaking letter by the bidder taking the ownership of the project execution) in case third party is also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership.

33.3. The Bidder also has to submit a certificate/Letter from OEM that the proposed Hardware, OS, any other related software and the solution offered by the bidder to the Bank are correct, viable, technically feasible for implementation and the solution will work without any hassles.

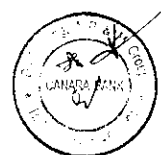
**34. Acceptance of Offer:**

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. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.

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 who is L1 as per above clause no. 30 will be referred to as the selected bidder/s and Bank will notify the name of the selected bidder/s 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/s. Bank may release 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/LOI 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/s 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.
- 35.5. The Head Office and Circle Office(s) shall place orders during the entire Rate Contract Period for the branches/offices situated across PAN India coming under their jurisdiction.
- 35.6. The Shortlisted bidder/s will be required to supply the hardware to various branches / Offices of the Bank at the rates not higher than the agreed rate finalized under this RFP.

**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 Centers 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 supply a portion of requirement by bringing down their price to L1 in a situation where L1 price is from someone other than MSE & such MSE shall be allowed to supply upto 20% of total tendered value. In case of more than one such MSE, the supply 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-**

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.



- 36.1.5. MSEs are also exempted from paying Application fee/cost & EMD.
- 36.1.6. MSEs should submit the relevant documentary proof for claiming the exemptions.
- 36.1.7. 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/Letter of Intent (LOI) by the selected bidder. However, the bidder shall submit the acceptance of the order/LOI within seven days from the date of receipt of order/ LOI. The Bank reserves the right to consider the late acceptance of the order, if any, at its discretion.

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

##### **38. Project Execution:**

The entire project needs to be completed expeditiously. 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. The project manager nominated by the bidder should have prior experience in implementing similar project. Project Kick-Off meeting should happen within 7 days from the date of acceptance of purchase order. The Bidder shall submit a progress report to the Bank on the Monthly progress in installation/commissioning of the solution as per format, which will be made available to the selected bidder.

##### **39. Security Deposit / Performance Bank Guarantee:**

39.1. The successful bidder/s should submit a Security Deposit / Performance Guarantee for 15% of total value of the contract within 15 days from the date of acceptance of the Purchase Order/ Letter of Intent / Notification of Award.

39.2. In Case the Security Deposit / Performance Guarantee is submitted in the form of Bank Guarantee from any of the Scheduled Commercial Banks (other than Canara Bank), the same should be valid for the contract period of five years.

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

39.3. If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above, penalty at 0.50% (plus GST) for each completed calendar week of delay or part thereof on the cost of the order will be deducted from the

delivery payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 5% (plus GST) of the total order value.

- 39.4. Security Deposit should be submitted by way of DD drawn on Canara Bank payable at Bengaluru / Bank Guarantee may be obtained from any of the Scheduled Banks (other than Canara Bank). However it should be as per the Appendix-D.
- 39.5. Security Deposit/Performance Bank Guarantee should be valid for five (5) years from the date of acceptance of Order and shall be retained till the completion of contract period of five years. The guarantee should also contain a claim period of Three months from the last date of validity.
- 39.6. The Security Deposit / Bank Guarantee will be returned to the bidder on completion of contract Period.
- 39.7. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.

**40. Execution of Agreement:**

- 40.1. Within 21 days from the date of acceptance of the Order, the selected bidder shall sign a stamped "Agreement" with the Bank at Bengaluru as per the format to be provided by the Bank. Failure to execute the Agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected Bidder.
- 40.2. The Agreement shall include all terms, conditions and specifications of RFP and also the Bill of Material and Price, as agreed finally after Bid evaluation and negotiation. The Agreement shall be executed in English language in one original, the Bank receiving the duly signed Original and the selected Bidder receiving the photocopy. The Agreement shall be valid till all contractual obligations are fulfilled.
- 40.3. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form a part of the Contract Agreement till the conclusion of the contract.
- 40.4. Bank reserves the right to select the next ranked bidder, if the selected bidder not accepting the Purchase Order or withdraws his proposal after selection or at the time of finalization of the contract or disqualified on detection of wrong or misleading information in the offer.

**41. Delivery, Installation, Commissioning and Acceptance:**

- 41.1. **Delivery of Materials:** Delivery of materials should be within **6 weeks** for Non-Road Permit Locations and **8 Weeks** for Road Permit Locations for each ordered location/s from the date of intimation of locations. Please note that no extra charge / tax will be paid for those location/s where road permit is required. Bidder only has to arrange for road permit, taxes for road permit, Transit insurance, Transit Permit at his cost. The Bank will not arrange for any Road Permit / Sales Tax clearance for Delivery of hardware to different locations and the Bidder is required to make the arrangements for delivery of hardware to the locations as per the list of locations /items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the Bidder, if required.
- 41.2. Bank shall provide the Circle Office address and contact details for delivery of materials. As the requirement of the hardware is for various Branches/Offices which will open during next 3-4 months period and premises are not finalized,

delivery has to be done at Bank's Circle Office Locations. The effective date for delivery will be from the date of providing the addresses of Circle Offices to selected Bidder by the Bank. All the ordered materials should be delivered as mentioned in **clause 41.1**. On finalization of Branch/Office/ATM location bank will move the devices to the end location and instruct bidder for installation. However Bank reserves the right to change/modify locations for supply of the items. In the event of any change/modification in the locations where the hardware items are yet to be delivered, the bidder in such cases shall deliver, install and commission at the modified locations without any additional cost to the Bank. Correct Serial Numbers of the Devices should be captured by bidder before delivery of the Devices for future tacking, inventory management and shall be shared with Bank.

- 41.3. On delivery of the Devices to Circle Offices, Circle Office will shift the devices to the respective new/proposed Branches/Offices and inform Bidder for installation. The warranty period will start from the date successful acceptance test carried out at the new Branch locations only.
- 41.4. However, if the hardware items are already delivered, and if the modifications in locations are made after delivery, the bidder shall carry out installation and commissioning at the modified locations and the Bank in such cases shall bear the shifting charges/arrange shifting and the bidder shall shift the material to the alternate locations at mutually agreed price. The Warranty/AMC should be applicable to the altered locations also.
- 41.5. Partial or incomplete or damaged delivery of materials will not be considered as delivered of all the ordered materials. Date of delivery shall be treated as date of last material delivered to the ordered locations if materials are not damaged. In case materials are delivered with damage, Date of delivery shall be treated as date of replacement of damaged material with new one. Delivery payment shall be paid against completion of delivery of all the ordered materials without any damage and proof of delivery duly certified by bank's officials, delivery payment claim letter.
- 41.6. A detailed packing list should be submitted along with each delivery consignment. The packing list may be a part of delivery challan or separate. As the requirement of the hardware is for various Branches/Offices including new Branches, delivery locations will be given in phases, and in some cases the hardware may have to be delivered at the controlling office or the existing nearest branch temporarily. Once the branch premises is fixed the new unused hardware is to be delivered, installed and commissioned by the bidder at the new branch to be opened by our bank at no extra cost to the bank However the Bank in such cases shall bear the shifting charges / arrange shifting and the bidder has to install the same on short information from the Bank. The Acceptance, warranty period will start from the date of installation and acceptance carried out at the new Branch locations only.
- 41.7. Non-compliance of the above delivery clause will result in imposing penalty at 0.50% of the cost of all the ordered equipments of the respective location for every 7 days of delay from the due date or part thereof separately for delay in delivery. However the total LD to be recovered under this clause shall be restricted to 5% of the total value of the order for that location.
- 41.8. **Installation of Materials:** Installation of materials should be within **15 Days** (including Holidays) from the date of intimation given by Circle Offices for installation of all the materials at the new/existing Branches. Bidder shall do site survey compulsorily as per clause 43, before/during installation and satisfy themselves that Site is ready as per the device requirements before installing the equipments. Installation should be completed as per Scope of work. The

Installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank due to non-suitability, and not supplied as per the specification as mentioned in the RFP. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted. Installation and Commissioning of the hardware will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this RFP. Date of installation shall be treated as date of all the material installed to the each ordered locations. Installation payment shall be paid against completion of installation of all the ordered materials and completion of scope of work duly certified by bank's officials in the installation report and installation payment claim letter. However installation report shall be prepared by the Bank. The Bidder should strictly follow as per installation report format only. Other formats shall not be considered. The bidder has to submit scanned copy of Delivery, Installation and Acceptance test reports along with the originals while claiming the respective payments.

- 41.9. Acceptance test should be carried out at the each ordered locations. Acceptance test report will be reckoned after one month of successful working of the installed items at each location. Acceptance payment shall be paid against completion of Acceptance test of all the ordered materials at the ordered locations duly certified by bank's officials in the Acceptance Test report and Acceptance payment claim letter. The bidder shall submit the proof of performance authenticated by the bidder and bank's official at the time of requesting acceptance payment. However Acceptance test report format shall be prepared by the Bank. The Bidder should strictly follow as per acceptance test report format only. Other formats shall not be considered. If the specifications of the RFP are not met by the Bidder during various tests, the Bidder shall rectify or replace the same to comply with the specifications within 15 days till such period Bank will not consider as accepted of all the materials and ownership shall be with Bidder only. Ownership of materials will come to the bank when successful completion of acceptance test and duly certified by the bank's officials in the acceptance test report. The bidder shall take appropriate insurance at their cost to cover the hardware items during transit, delivery, installation and commissioning and till acceptance test completed and duly certified by the bank' official in the acceptance report.
- 41.10. Non-compliance of the above installation clause will result in imposing penalty at 0.50% of the cost of all the ordered equipments of the respective location for every 7 days of delay from the due date or part thereof separately for delay in installation. However the total LD to be recovered under this clause shall be restricted to 5% of the total value of the order for that location.
- 41.11. If undue delay happens for delivery and / or installation of the ordered hardware/s by the bidder, the same shall be treated as a breach of contract. In such case, the Bank may invoke the Bank Guarantee/Forfeit the Security Deposit without any notice to the bidder.
- 41.12. In case, if any of the location where items are delivered but not installed for 60 days from the date of delivery, for the reasons 'Site Not Ready', Bank will pay the installation & commissioning amount to the bidder on production of 'Site Not Ready' report with reason from the particular locations duly signed by our Bank Officials and bidder's representatives and also submission of financial Bank Guarantee [as per **Appendix-F**] of value equivalent to the payment claim made along with an undertaking letter to complete the installation process as per Scope of Work mentioned in this RFP, as and when the sites become ready for installation/Acceptance. However, the bidder should arrange for the immediate

installation of the Network Devices and Commissioning of leased line as soon as the sites are ready communicated by the bank.

41.13. If Equipment is delivered but the Site is Not Ready for more than 180 days, Installation & Acceptance Sign-Off will be provided by Bank on successful Installation & Testing of those equipments at respective Circle Offices of Bank by the bidder. Warranty will start for such Devices from the date of Installation & Acceptance Sign off.

41.14. In case the Installation/ATP of ordered hardware is pending in any location on account of non-readiness of the site by the bank, relevant payment shall be released only against submission of Installation/ATP report duly certified by the bank's officials and bidder's representative mentioning that site not ready with reason in the report during their visit made by the bidder for installation/Acceptance and also submission of financial Bank Guarantee [as per bank's format] of value equivalent to the payment claim made along with an undertaking letter to complete the installation process as per Scope of Work mentioned in this RFP, as and when the sites become ready for installation/Acceptance. The bank shall communicate to the bidder whenever readiness of site/s for hardware installation, commissioning of link, auto-fallback configuration, cabling, completion of scope of work, etc, the bidder shall make visit/s without any cost to the bank till the scope of work is completed.

**42. Pre-Dispatch Inspection (PDI):**

42.1. The Bank and/or its nominated officials/consultants may carry out pre-dispatch inspection of all ordered equipment or any part thereof before delivery. On account of PDI, there will not be any change in delivery terms and conditions. However the bank will have the discretion to conduct PDI.

42.2. The selected bidder shall inform his readiness for pre-dispatch inspection at least 7 days in advance. Inspection of the ordered equipment to be supplied to the Bank shall be carried out at bidder's site/facility. There shall not be any additional charges payable by the Bank for such inspection. However, the Bank will have the discretion to recover the costs related to travel and stay of its staff/consultants from the bidders if the ordered equipment offered for inspection are not as per the Bank's order or if the vendor fails to comply with the test and inspection procedure.

**43. Site Survey:**

43.1. The bidder shall conduct site survey compulsorily in all the locations within 10 days from the date of instruction given by Circle Offices for Installation of the Devices. The selected Bidder shall submit the document indicating site preparation requirements after visiting all locations. The bidder shall be responsible for checking whether the site is made ready as per the requirements before installing the equipments. The Bank's deliverable specifically includes supply of AC and providing space for keeping the LAN/WAN equipments/Racks. The report should consist of site readiness locations However, the equipment shall be operable in 190-270V, single phase 47-65 Hz AC power supply.

43.2. The Bidder shall specify in the bid the necessary space and facilities required by them at the time of installation and also other facilities required viz. storage cabinets, work bench, cupboards, telephone, etc.

43.3. It is the responsibility of the bidder to uncrating, inspection of the delivered boxes etc. at the end locations during/before installation for which the bank shall provide the required space. While unpacking and installation the bidder shall check physical availability of items as per the packing list. Any discrepancy observed during unpacking between the items Ordered and the items delivered





has to be brought to notice of the concerned Branch, Circle Office and Head Office of the Bank immediately.

- 43.4. The Bidder shall provide all other required equipments and services, whether or not explicitly mentioned in this RFP, to ensure the intent of specification, completeness, operability, maintainability and upgradability of the network pertaining to this project.
- 43.5. The bidder shall provide list of locations where sites are not ready with reason thereof.
- 43.6. The bidder shall also indicate the site preparation required and prerequisite from the bank for completion of entire scope of Work of RFP at the respective locations before delivery of material for installation of equipments and establishment of links not limited to like the size and weight of the System/sub-system (space required), operating temperature and relative humidity, dust level, requirement of air-conditioner, power requirement (stabilizer, UPS), electrical grounding (earthing), grouting requirement, floor/ceiling type, requirement of false floor/ceiling, etc., separately for each location/WAN equipment. Load on power and heat dissipation for each LAN/WAN Equipment shall also be mentioned.

**44. Penalties/Liquidated Damages:**

**44.1. Penalty for delay in Delivery and Installation of Network Equipments in all Locations.**

Non-compliance of the delivery & installation clauses (41.1) and (41.8) will result in imposing penalty (0.50% on delay in delivery and 0.50% on delay on installation) per week or part thereof, on the invoice value location/office address wise. However the total LD to be recovered under this clause shall be restricted to 5% of total value of the order for that location.

- 44.2. GST on total LD amount will also be deducted extra. (Presently @18% GST)
- 44.3. **Penalty for non-performance:** If the specifications of the RFP are not met by the bidder during various tests, the bidder shall rectify or replace the same at bidders cost to comply with the specifications immediately to ensure the committed uptime, failing which the Bank reserves its right to reject the items.
- 44.4. The Penalty shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other purchase orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.
- 44.5. The Penalty clauses for delivery & installation shall be reckoned from the date of communication about site address/readiness by the Bank.
- 44.6. All the above LDs/Penalties are independent of each other and are applicable separately and concurrently.
- 44.7. LD/Penalty 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 delivery and installation & commissioning payment. If the bidder fails to produce proof from Bank's officials for delay in delivery and installation & commissioning, if any, the date of installation shall be taken for calculating the delay for Penalty/LD purpose.

**45. Payment Terms:**

45.1. Payment schedule will be as under:

Sl. No.	Payment Stages	% of Payment	Condition/Remarks
1	Delivery	50%	On delivery of all Hardware & Software items and on production of relevant documents. Please note that Originals of invoices (plus One Copy) reflecting Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office should be submitted while claiming payment in respect of orders placed.
2	Installation, configuration & commissioning	50%	50% of the total cost will be released after successful installation, configuration & commissioning and Acceptance of Hardware & Software items supplied as per Scope of Work. The vendor has to submit installation and Acceptance reports duly signed by the Bank officials of the respective Branch/offices, while claiming payment.  The invoice, installation and Acceptance report should contain the product serial number of the items supplied.

45.2. Please note that Delivery Proof, Installation Report duly signed by Bank officials of the respective branch/office should be submitted in originals while claiming payment in respect of orders placed.

45.3. The bank shall finalize the installation and Acceptance format mutually agreed by the bidder. The bidder shall strictly follow the mutually agreed format and submit the same for each location wise while claiming installation and acceptance payment.

45.4. Payment for LAN and WAN Cabling and Labour Charges shall be released basing on the actual consumption and submission of the proof in this regard.

45.5. The payments will be released after deducting applicable TDS/LD/Penalty if any, by centrally by Head Office at Bengaluru through NEFT / RTGS and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.

**46. Pricing & Payments:**

46.1. The Price offered to the Bank must be in Indian Rupees inclusive of all duties but Exclusive of GST (CGST/SGST/IGST). The Vendor has to quote the applicable taxes separately in the Bill of Material.

46.2. The item value along with GST should be claimed in the invoice and GST will be paid in actuals at our end.

46.3. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract including warranty period.

46.4. Applicable Taxes will be paid at actuals.



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

- 47.1. 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:
- 47.1.1. Delay in delivery beyond the specified period for delivery.
- 47.1.2. Serious discrepancies noted in the items delivered.
- 47.1.3. Breaches in the terms and conditions of the Order.
- 47.2. The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances:
- 47.2.1. Non submission of acceptance of order within 7 days of order.
- 47.2.2. Delay in execution of order placed by the Bank.
- 47.2.3. The selected bidder commits a breach of any of the terms and conditions of the bid.
- 47.2.4. The bidder goes in to liquidation voluntarily or otherwise.
- 47.2.5. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
- 47.2.6. The progress made by the selected bidder is found to be unsatisfactory.
- 47.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- 47.3. Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services during AMC period (If contracted).
- 47.4. In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days prior notice to the bidder.
- 47.5. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- 47.6. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract.
- 47.7. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

**48. Local Support**

- 48.1. The bidder should be capable of meeting the service & support standards as specified in this tender. Service support should be available as given below:



48.2. The bidder shall provide Warranty and AMC support [if contracted] for 12 Hours (8 AM to 8 PM) on all days of the year for all the locations.

**48.3. Response Time and Meantime to Restore [MTTR]**

48.3.1. Response Time shall be 2 hours for State Capitals/UTs and a response time of 4 hours for other locations. The MTTR shall be 4 hours for all the locations and excludes Response time.

48.3.2. However penalty shall be applicable as per uptime clause.

**49. Uptime:**

49.1. The bidder shall guarantee an uptime of 99.50% for WAN at each location where the equipments are commissioned, during warranty and also during AMC, if contracted, which shall be calculated on monthly basis. The "Uptime" is, for calculation purposes, equals to the Total contracted minutes in a month less Downtime. The "Downtime" is the time between the Time of Report by the Bank and Time of Restoration within the contracted minutes. "Failure" is the condition that renders the bank unable to perform any of the defined functions on the WAN. "Restoration" is the condition when the selected bidder demonstrates that the WAN is in working order and the Bank acknowledges the same.

49.2. The Downtime calculated shall not consider any failure due to bank, BSNL/MTNL/Other network providers (if Maintenance of lines are not contracted) and down time happened during the time of preventive maintenance activity and Force Majeure. However bidder shall inform the Bank well in 7 days advance before doing preventive maintenance or pre-planned activity.

49.3. The percentage uptime is calculated on monthly basis as follows:

(Total contracted minutes in a month - downtime minutes within contracted minutes in a month)

x 100

Total contracted minutes in a month

49.4. Log book shall be maintained by the bank for each WAN location for recording details such as date and time of failure, nature of failure, time of reporting, time of restoration, details of repair, acknowledgement by the bank that the failure is rectified, signature of both bidder and bank, etc. Log book shall also be maintained for recording failure on the part of UPS and earthing. Support should be for 12 Hours (8 AM to 8 PM) on all days of the year and the downtime shall be calculated accordingly.

49.5. If the bidder fails to maintain guaranteed uptime of 99.50%, for each location the Bank shall impose penalty as mentioned below on slab basis.

Duration of failure	Penalty
Up to 99.50%	Nil
99.00% < 99.50%	Rs.500/- + GST
98.50% < 99.00%	Rs.750/- + GST
98.00% < 98.50%	Rs.1000/- + GST
Below 98.00%	Rs.2000/- + GST (For every 0.5% of failure or part thereof)

49.6. Since the AMC amount shall be released quarterly in arrears, the total penalty per quarter deductible under this clause shall be restricted to 10% of the claimed quarterly AMC value. Also the total penalty deductible under this clause towards



the downtime during warranty period shall be restricted to 5% (plus GST) of the total value the order.

- 49.7. If the uptime is below 98%, the Bank shall have full right to terminate the contract under this RFP or AMC, if contracted. The right of termination shall be in addition to the penalty as mentioned above. Uptime will be calculated on monthly basis.
- 49.8. In case equipment is taken away for repairs in Warranty/AMC period [If contracted], the bidder shall provide equivalent or higher standby equipment so that the equipments can be put to use in the absence of originals/ replacements without disrupting the Bank's regular work.
- 49.9. In case some equipment is declared by the vendor as beyond repairs, the vendor shall provide a replacement equipment of the same or higher configuration from the same OEM with prior approval of the bank.
- 49.10. Further provided that the Bank may, during the time of the warranty/AMC, shift the goods wholly or in part to other location(s) within the Country and in such case the Supplier undertakes to continue to warranty/AMC support and maintain the goods at the new location without any other additional cost to the Bank
- 49.11. If during operation in Warranty/AMC period [If contracted] , the down time of any piece of equipment or component thereof exceeds the agreed Call-To-Resolution time, the Supplier shall provide standby equipment of the same or higher configuration at no cost to the Bank till the original equipment is repaired and made operational.
- 49.12. The above penalty shall be applied for each WAN location separately.
- 49.13. In case of down time due to faults in Network equipments supplied by the bidder during Warranty and AMC period, the bidder shall ensure to provide standby equipment before taking the faulty equipment for repair.
- 49.14. The Bidder should have the Back to Back support agreement with OEM to ensure the smooth working and to achieve the highest uptime on the offered networking equipments for the Warranty and AMC period [If contracted]. Further the bidder should ensure the spare equipments in case of failure of equipments supplied. The replacement of faulty equipments should match the performance requirements of existing equipment or better.
- 49.15. The Bidder shall provide all future firmware version upgrades and patches for all components of the Network equipments and assist the Bank or its Network/System Integrators to install the same, if Bank desires during period of Warranty or AMC at no additional cost.

**50. Software, Drivers and Manuals:**

- 50.1. The bidder shall supply along with each item all the related documents, Software Licenses loaded in the Routers and Other Items without any additional cost. The documents shall be in English. These will include but not restricted to User Manual, Operation Manual, Other Software and Drivers etc.
- 50.2. All related documents, manuals, catalogues and information furnished by the bidder shall become the property of the Bank.



**51. Training:**

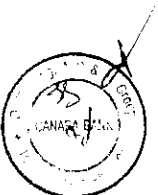
- 51.1. The selected Vendor has to give demo and explain operational guidelines of the product, first level maintenance and troubleshooting, verification of network connectivity, details of interfaces and ports at the site of the installation to Bank's Officials.
- 51.2. A detailed technical training for two days including both theory and practical shall be conducted at two identified locations at Banks Premises. The training session may be extended by Bank through Video Conference to Bank's 21 Circle Offices. The Training session may be recorded and distributed to Bank Technical officials for future references and operational conveniences towards equipments supplied. Training documentation in both Digital format and Hard copy has to be provided to the participants.
- 51.3. The bidder has to give extensive training on routing protocols, IP Sec, Tunnelless VPN, Hardening of routers, Qosetc to bank officials.

**52. Warranty:**

The entire equipments / hardware (including OS) & software deployed for this project shall be under Comprehensive Onsite Warranty covering all parts including the display panel, updates, minor update of software, maintenance or support for its proper operation, performance and output as specified in the tender technical specifications for a period of one years from the Date of Acceptance by Bank.

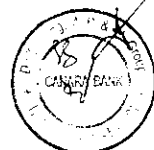
**53. Annual Maintenance Contract (If Contracted):**

- 53.1. Support for maintenance of hardware supplied should be available for a minimum period of 4 years, after warranty period.
- 53.2. The Bank will pay AMC charges after the end of warranty period if contracted. Such payment shall be released quarterly in arrears. The bidder shall submit the downtime report duly certified by bank's official along with payment claim letter. Bank will calculate the uptime and impose penalty as per uptime clause. However total penalty shall be restricted to 10% of AMC order value for each order.
- 53.3. Downtime report should be collected from the branch officials/Circle Office officials duly certified by them. In case any disputes in downtime, it should be resolved amicably/mutually agreed upon. However the bidder shall submit the necessary proof that the failures not on account of network devices.
- 53.4. It may be noted that the Bank reserves the right to demand additional performance Bank Guarantee to the tune of 10% of the value of the Purchase Order, if AMC/ATS charges quoted by the Bidder are abnormally low (below 5% of the cost). The Bank has discretion to consider such offer or for seeking clarification from the bidder to decide for consideration. This Bank Guarantee will be towards contractual/AMC obligations of the Bidder. Bidder shall quote the charges of AMC as per the Bill of Material (**Annexure-11**). This Bank guarantee shall be submitted within 15 days from the date of acceptance of the order which shall cover warranty and AMC period with a claim period of 3 months. The bidder has to submit this Bank guarantee in addition to the Security Deposit/Bank Guarantee as specified in **clause 39**. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and warranty period.
- 53.5. The bidder shall offer AMC for a minimum period of 4 years from the date of expiry of warranty with price break-up for each year. However, the Bank reserves



right to enter into AMC for one or more years after Warranty at the finalized price and terms. If the bidder fails to offer AMC for 4 years after warranty period, then the bid is liable for rejection.

- 53.6. The price for AMC shall be separately indicated in Price Bid only. The bidder shall quote the price both in percentage and its equivalent value.
- 53.7. The conditions of AMC including Preventive and Corrective maintenance shall be detailed by the bidder. However, all support required during the AMC for maintaining the accepted performance and other services as detailed elsewhere in the RFP, shall be provided by the selected bidder at no extra cost to the Bank.
- 53.8. The bidder shall submit the maintenance procedures and call log-in procedures. The preventive and break down/corrective maintenance procedures and the diagnostic/test procedures shall be made available to the Bank during warranty and AMC period. The escalation procedure for maintenance during AMC, shall also be submitted.
- 53.9. The Bank reserves right to enter into AMC either centrally at Bengaluru or COs locations.
- 53.10. The Bank reserves right to enter into AMC for part or full project/items and either one or more locations.
- 53.11. AMC agreement shall be executed by the bidder if bank willing to place AMC order on selected bidder. AMC order shall be paced by the bank every year. The term of AMC agreement shall be for the period of 4 years after completion of Warranty period if contracted. However The bank will execute the AMC agreement for one year only and it shall be automatically renewed annually unless and until the Bank gives written notice to bidder at least thirty days prior to the anniversary date, of its intention to terminate service. The bank will inform the bidder for willingness of continuation of AMC within reasonable period before expiry of AMC period of every year.
- 53.12. The bidder shall be liable to the bank for any loss or damage caused due to the malfunctioning of the hardware or software, improper Warranty and AMC support if contracted, etc.
- 53.13. Without prejudice to the foregoing, the bidder shall endeavor to maintain in good working condition in all the ordered locations covered under Contract Agreement and AMC Agreement [if contracted].
- 53.14. Notwithstanding the provisions, the bidder shall be liable for the penalty that is set out in AMC Agreement, arising only from bidder's failure to meet its Uptime commitments herein, provided that bidder shall not be liable for consequences or penalties arising out of no fault of Bidder., or an act or omission attributable to Bank/third parties.
- 53.15. The bidder shall maintain a record of equipment / System faults, and details of the subsequent actions taken to resolve them. Log book shall be maintained for recording details such as date and time of failure, nature of failure, time of reporting, time of restoration, details of repair, acknowledgement by the bank that the failure is rectified, signature of both bidder's representative and Bank's officials etc. Log book shall also be maintained for recording failure on the part of third parties such as UPS, earthing, Air Conditioner, Power failure, Computers etc.
- 53.16. The AMC charges quoted by the bidder should include cost of repair or replacement of failed parts and all other scope of deliverables during AMC period.



**53.17. Relocation of equipment:**

During the AMC Period if requested by the bank, bidder shall move the equipment or any part thereof either within the Premises or to other premises. Corresponding shifting charges, if any shall be mutually agreed and borne by the Bank.

**53.18. Termination of AMC contract [if contracted]:** This Agreement and the obligations of parties contained in it shall terminate upon the occurrence of the following:

53.18.1. Non-renewal, for any reason. Bank will however pay for the services rendered till such date of expiry/termination.

53.18.2. Material(s) default by either party in the performance of any of its obligations to the other under this Agreement, if same is not cured within thirty days after written Notice thereof.

53.18.3. Without prejudice to any other right or remedy, upon the filing of a petition in bankruptcy or insolvency by or against the other, or upon any act of bankruptcy, including a condition of insolvency, or should the other make an assignment for the benefit of creditors, and the appointment of a receiver subsequent to such filing, act, or assignment.

53.18.4. Bidder failure to meet the performance requirement specified herein.

53.18.5. Bank reserves the right to cancel the Annual Maintenance Contract entered with bidder and recover the expenditure incurred if any by the Bank if the uptime is less than 98% in addition to penalty.

53.18.6. Bank agrees that during the term of AMC agreement, bidder will be Bank's sole maintenance provider for all the ordered equipments. However, for any additional equipment installed, Bank reserves the right to maintain the same through the selected bidder or any third party vendor.

53.18.7. Bank shall contact bidder immediately following a System fault, and provide as much information as possible.

53.19. Bank shall provide, without charge bidder's personnel access to Bank's facilities reasonably required for the bidder to perform its obligations under AMC agreement.

**54. Scope Involved During Warranty and AMC Period**

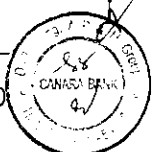
54.1. Any engineering changes/ up-gradations applicable to the Hardware shall be communicated to the Bank by the Bidder within a period of one month from the date of release/observation. It shall be supplied, installed and commissioned free of cost by the bidder. The bank reserves the right to procure the update/enhancement/Router-OS upgrade and at an extra cost, if the software is not under warranty and AMC.

54.2. Any software support like update/enhancement/Router OS upgrade etc. as defined below released till the completion of warranty and during annual maintenance (if contracted) shall be supplied, installed and commissioned free of cost by the bidder. However, any such software support like update/enhancement/upgrade shall be communicated to the Bank by the Bidder within a period of one month from the date of release. The bank reserves the right to procure the update/enhancement/ Router OS upgrade and at an extra cost, if the software is not under warranty and AMC.





- 54.3. In case any device is declared by bidder as beyond repairs, bidder shall provide a replacement device of the same or higher Model from the same OEM with prior approval of the Bank at no additional costs.
- 54.4. Any Hardware and or Software malfunctioning due to bugs, virus or corruption due to any other reason what so ever shall be rectified during the full period of Warranty and AMC, at no extra cost to the Bank.
- 54.5. Service Support is defined specifically as helpdesk, update/enhancement, upgrade, technical guidance , technical consultancy, enablement of features and functionality, problem solving and troubleshooting, onsite support, providing technical solution, rectification of bugs, enabling features of the software already provided, providing additional user controlled reports, Changes in configuration & settings, device configuration, enabling parameterized features, future product information, migration, manpower resource allotment for pre-planned activity, co-ordination for changes in structure, etc.
- 54.6. The support shall be given in person or through telephone, FAX, letter and E-mail within a reasonable time as the case may be.
- 54.7. The bank is in the process of providing MPLS, LL, RF, CDMA, VSAT, Wi-Max, VPN over Broadband any other new technology for the connectivity to the branches, offices and Offsite ATMs and it may introduce any other connectivity technology in future to the branches, offices and Offsite ATMs For which If any configuration changes required in the network devices, it should be done by the bidder during warranty and AMC period [if contracted]. However bank will intimate the bidder well in advance for doing such configuration changes. Configuration changes may be done either centrally or remotely. However If bidder personnel requires at the remote place informed by the bank, the bidder should arrange the personnel to make such configuration / cooperation at the respective location. In case, the network devices access required for the link technology providers, the necessary access should be provider and support/cooperation should be extended to the any Bank's vendor's however in case the bidder has any concerns, it should be informed to the bank in writing with reason for taking appropriate/ amicable/ mutually agreed on taking the decision in that matter.
- 54.8. The Bank reserves the right to modify/update the parameter files/configuration with required awareness of its consequences and any such modification/updation will be recorded for information of the selected bidder without any impact on the media as per OEM descriptions.
- 54.9. Only licensed copies of software shall be supplied and ported on the WAN. The bidder shall grant an irrevocable perpetual license to the bank to use the software. Further, all software supplied shall be of latest version.
- 54.10. The Bidder shall also give an undertaking as a part of this contract to provide technical consultancy and guidance for successful operation of the WAN and its expansion in future by the Bank during the warranty and AMC period (if contracted). The said undertaking letter shall be submitted along with the bid; otherwise, the bid is liable for rejection.
- 54.11. The bidder shall detail the first-level maintenance to be done by the Bank's official for the WAN, if any, during Warranty and AMC, if contracted. During Warranty and AMC, if contracted, in case of any performance related issues, the bidder shall conduct a network audit and prove that the performance bottleneck is not due to the network and also suggest the steps to be taken to restore and improve the performance.



- 54.12. Preventive maintenance shall be compulsory during Warranty and AMC period [if contracted]. Preventive maintenance activity should be completed every year and report should be submitted to the bank. Preventive maintenance activity should take care of physical verification, device configuration verification, device health checkup, cleaning of devices, fine-tuning the configuration, security checkup, verification of bugs/patches, etc. The preventive maintenance report format shall be prepared by bank, the bidder shall strictly follow the format of bank and submit the same for each location wise while claiming AMC payment if contracted. Through preventive maintenance the bidder shall ensure whether equipments are kept/working in hygienic conditions or not etc.
- 54.13. The bidder shall provide centralized compliant booking facility to the bank and the dash board of the same shall be provided to the bank. The method of booking complaints shall be E-mail, Toll-free no, on line portal, web, etc.
- 54.14. Escalation matrix should be provided for support, technical, project, etc.
- 54.15. During AMC period [If contracted] Bank may, by notice of not less than 30 days in writing to the bidder, modify or delete either any location or all location, either partial items or all items of the contract.

**55. Spare Parts:**

- 55.1. The System spare parts/services, as and when required, and complete maintenance of the System during warranty period and AMC (if contracted), shall be supported for a period not less than 5 years (Warranty + AMC) from the date of acceptance of the System by the Bank. The bidder shall submit an undertaking letter to this effect along with the technical bid, otherwise, the bid is liable for rejection. If any of the peripherals / components is not available during the warranty /AMC period, the substitution shall be carried out with peripherals/components of equivalent or higher capacity.
- 55.2. If any of the original equipment supplied by the bidder is found faulty/burnt during project implementation time, Warranty period, AMC period [if contracted], the bidder shall arrange standby item immediately for bringing up the locations for accessing network resources by replacement of faulty one with new device of the same technical specification or higher end should be made available within 1 day at the respective places. However original equipment should be repaired and put it into use at the same locations within 7 days. It is also responsibility of the bidder to pickup the faulty material, packing, dispatching, providing standby material, delivering the new device, replacement of faulty with new one at their cost. The configuration of devices should be done by the bidder during standby arrangement, replacement, put back the original equipment.

**56. Mean Time Between Failures (MTBF):**

If during the warranty period and AMC period [If contracted], any hardware and/or software items fails on three or more occasions in a quarter, such hardware items shall be replaced by equivalent / superior new hardware items by the bidder at no additional cost to the Bank.

**57. Defect liability:**

In case any of the supplies and equipment delivered under the Contract are found to be defective as to material and workmanship and / or not in accordance with the requirement, and/or do not achieve the guaranteed performance as specified herein, within the warranty and AMC period (if contracted) of the contract, 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 as per RFP terms.



**E. GENERAL CONDITIONS**

**58. Intellectual Property Rights:**

58.1. 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 Hardware and Software supplied to the Bank shall not infringe the third party intellectual property rights, if any. The bidder has to ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as bidder.

58.2. 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.

58.3. 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.

58.4. 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 Hardware/Software.

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

59.1. All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning maintenance during warranty and AMC etc., shall be provided by the Bidder at no extra cost to the Bank for completing the scope of work as per this RFP.

59.2. The selected Bidder shall take all steps to ensure safety of bidder's and the bank's personnel during execution of the contract and also be liable for any consequences due to omission or act of the selected bidder or theirs sub-bidders.



59.3. In case of any damage of Bank's property during execution of the work is attributable to the bidder, bidder has to replace the damaged property at his own cost.

59.4. The selected bidder has to execute an Undertaking of Authenticity for Hardware items as per Annexure-8.

**60. Indemnity:**

60.1. 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:

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

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

60.2. 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 Solution supplied by them.

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

60.2.2. The limits specified in the 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 or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.

60.2.3. 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 the Bank be liable for any payment 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.

60.3. Bidder's aggregate liability shall be subject to an overall limit of the total Cost of the project.

**61. 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 Hardware, Software provided to the Bank under this RFP and the vendor shall extend all cooperation in this regard.

**62. Assignment:**

62.1. The vendors shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's prior written consent.

62.2. 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.



**63. 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.

**64. Insurance:**

The Hardware to be supplied will be insured by the bidder against all risks of loss or damages from the date of shipment till such time, the same is delivered and installed at site and handed over to the Bank/Office. The Bidder has to obtain transit insurance cover for the items to be delivered from their factory/godown to the location and such insurance cover should be available till installation of the Routers. If there is any delay in the installation which could be attributed to Bank, in such an event the insurance must be available for minimum 30 days from the date of delivery of Routers & other items.

**65. Guarantees:**

The bidder should guarantee that the hardware items delivered to the Bank are brand new, including all components. In the case of software, the bidder should guarantee that the software supplied to the Bank includes all patches, updates etc., and the same are licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation.

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

66.1. 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.

66.2. 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.

**67. 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 thereof shall be valid or binding unless made in writing.

**68. Amendments to the Agreement:**

Once AMC agreement [If AMC contracted] is executed with the bidder, no amendments or modifications of Agreement and no waiver of any of the terms or conditions thereof shall be valid or binding unless made in writing.

**69. 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-organization/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 rest with the Bank and the decision of the Bank is final.



**70. 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.

**71. Responsibility for Completeness:**

71.1. 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.

71.2. The bidder shall deliver, install the equipment and port the software, arrange for user level demo 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 for all drivers/software required to install, customize and test the system without any further charge, expense and cost to Bank.

71.3. 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.

**72. Responsibilities of the Bidder:**

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

72.1. 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.

72.2. The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.

72.3. No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.

72.4. 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.

72.5. The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all software and hardware to be supplied in response to this RFP shall meet the requirement of the solution proposed by the Bidder. The Bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or



responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfill all the terms and conditions of this RFP.

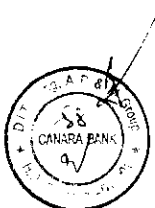
**73. Human Resource Requirement:**

The Bidder by executing the agreement shall be deemed to have unconditionally agreed as under:

- 73.1. The Bidder shall provide a contingent of well trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc. as part of the solution/service.
- 73.2. The Bidder shall confirm that every person deployed by them on the project has been vetted through a third-party background check prior to their engagement. The Bidder shall manage the activities of its personnel or others engaged in the project, etc. and shall be accountable for all the personnel deployed/engaged in the project.
- 73.3. In case the performance of the Bidder/their CSP/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, The Bidder shall have to replace the said person within the time limits stipulated by the Bank. Where the Bidder fails to comply with the Bank's request, the Bank may replace the said person or their agents/employees on its own.
- 73.4. No right to employment in the Bank shall accrue or arise to the employees or agents of the Bidder, by virtue of engagement of employees, agents, etc. of The Bidder for any assignment under this project. It is further clarified that the arrangement herein with the Bidder is a contract for service.
- 73.5. The Bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for all critical activities.
- 73.6. The Bidder shall extend all of the outsourced banking and financial services by deploying such personal that have high integrity and meet the qualifications and other criteria stipulated by the Reserve Bank of India , Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time ,as per the provisions of Minimum Wages Act 1948.

**74. Force Majeure:**

- 74.1. The bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.
- 74.2. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation.



- 74.3. In the event of any such intervening Force Majeure, the Bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the Bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- 74.4. In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.

**75. Corrupt And Fraudulent Practices:**

- 75.1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders /Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- 75.2. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- 75.3. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- 75.4. The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 75.5. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 75.6. The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.
- 75.7. Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, Bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.
- 75.8. The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for Supply, Installation, Integration and Maintenance of Routers by the Bank.





**76. Adoption of Integrity Pact:**

- 76.1. The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.
- 76.2. Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- 76.3. The Bidders shall submit signed integrity pact as per **Appendix-G** along with Part-A Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.
- 76.4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates
- 76.5. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti corruption principle.
- 76.6. Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 76.7. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.
- 76.8. Integrity pact shall be signed by the person who is authorized to signed the Bid.
- 76.9. The Name and Contact details of the Independent External Monitor(IEM) nominated by the Bank are as under:

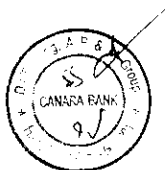
Sri. Dilip Mavinkurve, Email:dilipmav.canbank@gmail.com	Sri. Hari Santosh Kumar Email:hsantoshkumar50@gmail.com
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**77. Resolution of Disputes:**

All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days notice in writing to the other party clearly setting out there-in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration shall be Bengaluru, INDIA.

**78. Modification/Cancellation Of RFP:**

The bank reserves the right to modify/cancel/re-tender without assigning any reasons whatsoever. The bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection/cancellation.

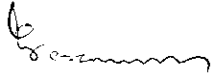


**79. Responsibilities of Selected Bidder:**

- 79.1. The Selected bidder has to inform change in the management of the company, if any, to the Bank within 30 days from the date of such change during warranty and AMC period.
- 79.2. The Bank will call for Audited Balance Sheet of the selected Bidder at any point of time during warranty and AMC period and the selected Bidder shall provide the same.
- 79.3. The selected bidder shall submit updated Escalation Matrix for the product/services on a Half-Yearly basis as at the end of 31<sup>st</sup> March and 30<sup>th</sup> September during warranty and AMC period.

**80. Legal Disputes and Jurisdiction of the court:**

- 80.1. The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.
- 80.2. All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts in Bengaluru and the parties agree to submit themselves to the jurisdiction of such court as this RFP/contract agreement shall be governed by the laws of India.



**DEPUTY GENERAL MANAGER**





**Annexure-1**  
**Bid Covering letter**

(To be given on the Company's Letter Head)

Reference No:

Date:

The Deputy General Manager,  
Canara Bank,  
Asset Procurement & Management Group,  
Department of Information and Technology,  
Naveen Complex, 14 M G Road,  
Bengaluru - 560 001, Karnataka

Dear Sir,

**SUB: RFP for Supply, Installation, Commissioning and Maintenance of Routers and other items in Canara Bank.**

**Ref: Your RFP 03/2018-19 dated 07/05/2018**

Having examined the tender document including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer for subject items are in conformity with the said tender in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

If our offer is accepted, we undertake to complete delivery of materials within **6 weeks** from the date of acceptance of the Purchase Order for non-road permit locations and within **8 weeks** for Road Permit locations. Also, we undertake to complete installation, configuration and commissioning of the delivered Hardware & Software and complete all the works specified in the Scope of Work at the bank branch/office within **15 days including holidays** from the date of delivery of all the materials for each ordered locations.

If our offer is accepted, we undertake to provide Technical consultancy / Service support / Guidance for the devices supplied as per the above referred RFP, during warranty support period and AMC (if contracted). We enclose a Demand Draft / Bank Guarantee in lieu of EMD for Rs.25,00,000/- in favour of Canara Bank as EMD.

We agree to abide by this offer till **180 days** from the date of opening of Commercial Bid (Indicative)/ conducting Online Reverse Auction and for such further period as mutually agreed between the bank and successful bidder, and agreed to in writing by the bidder. We also agree to keep the Earnest Money Deposit/Bank Guarantee in lieu of EMD during the entire validity period of the tender. However if we withdraw our offer within the said validity period, you shall have the right to forfeit the EMD/invoke the Bank Guarantee in lieu of EMD, without reference to us. We agree to abide by and fulfil all the terms and conditions of the tender and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in tender together with the return acceptance of the contract.

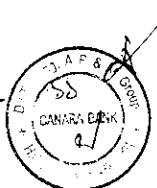
We accept all the Instructions, Technical Specifications, Terms and Conditions and Scope of Work of the subject RFP. We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive without assigning any reason whatsoever.

Date

Signature with seal

Name :

Designation :



Annexure-2

Eligibility Criteria Declaration

SUB: RFP for Supply, Installation, Commissioning and Maintenance of Routers and other items in Canara Bank.

Ref: Your RFP 03/2018-19 dated 07/05/2018

Sl. No	Eligibility Criteria	Documents to be submitted with Part-A Conformity to Eligibility Criteria	Bidder's Response and Documents Submitted
a)	The Bidder should be a registered company in India under Indian Companies Act 1956 or 2013 and should be in existence for at least five years as on date of RFP.	Bidder has to provide copy of the Certificate of Incorporation. If the Bidder is a Public Ltd. Company, Certificate of Commencement of Business has to be provided.	
b)	The Bidder should have annual turnover of minimum Rs.30 Crores for the last three financial years. (i.e. 2014-15, 2015-16 and 2016-17)	1. Audited balance Sheet and Financial Statements for last 3 Financial Years (i.e. 2014-15, 2015-16 and 2016-17) 2. The Bidder must produce a certificate from the Company's Chartered Accountant to this effect.	
c)	Bidders shall be the Original Equipment Manufacturers (OEM) of Network integration business.  (OR)  An authorized dealer  (OR)  Network Integrators	If the bidder is Manufacturer, they should have manufacturing and testing facilities of international standards and should enclose the details of locations where the manufacturing and testing facilities are available.  If the bidder is an Authorized Dealer or Network Integrator, an Authorization letter from the OEMs of LAN & WAN Network devices to deal/market their product in India and it should be valid for a minimum period of five years from the date of submission of Bid.	
d)	The Bidder should have Office in India and one of their Offices in Bengaluru with minimum 3 years experience (up to 31/03/2018) in Network integration related business.	Bidder has to provide details like address, phone no. Email-ID etc for Offices in India & Bengaluru. Proofs like Order Copies and reference Letter from their customers has to be provided for having experience in network integration related business for 3 years.	



e)	The Bidder should have their own/OEM/Franchise Service /Support Office in at least 15 out of 21 Circle Office locations of the Bank as mentioned in Annexure-4 of the RFP.	The Bidder to submit the details viz., Address, phone no., email id and contact person Name & Mobile no. etc as per Annexure-4.  In Case Bidder is having own/OEM/Franchise Service /Support Office for only 15 Circle Offices Locations of the Bank, Bidder has to provide an undertaking that they will support remaining 6 Locations from their nearest Service Center as per RFP terms.	
f)	The Bidder must have established WAN connectivity for more than 750 locations across the country in single/multiple orders by supplying Routers during the period of 01/04/2015 to 31/03/2018 for Government Offices, Public Sector Units, Corporates and BFSI Sector in India.	Purchase Order Copies/Reference letter from the customers to be produced for Supply, Installation, Commissioning and Maintenance of WAN Network Devices.	
g)	Minimum 2000 Nos. of the make & product type (Router) of the networking equipment (not necessarily the model) offered to Bank in this RFP should have been supplied to Central Government/State Government/ Public Sector Organization/Public Sector Banks/Corporates in India (not necessarily by the bidder), during last 5 years from 01/07/2012 to 30/06/2017.	Purchase Order Copies/Reference Letters from the Customers to this effect are to be enclosed.	
h)	Bidder should have 10 certified Engineers from OEM of the Proposed Routers that have been offered to Bank.	Engineers Details like name, qualification, certification to be submitted.	

We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection.

Date

Signature with seal

Name :

Designation :



Annexure-3

Applicant's Profile

SUB: RFP for Supply, Installation, Commissioning and Maintenance of Routers and other items in Canara Bank.

Ref: Your RFP 03/2018-19 dated 07/05/2018

Sl. No	Particulars	Details
a)	Name of the Company	
b)	Name of the OEM	
c)	Model proposed under this RFP	
d)	Constitution	
e)	Date of Establishment/Incorporation	
f)	Address (Order to be placed on which Office) with details such as Contact person name, Mobile number & email.	
	Registered Office	
	Corporate Office	
g)	Telephone No./Mobile No. E-mail Address Website	
h)	PAN Number for Income Tax Purpose GST Number Name of the Bank and Branch address <u>Bank Details</u> Name of Bank Account Holder Type of Bank Account Account Number IFSC Code.	



Annexure-4

Service Support Details for Bank's Circle Office Locations and State Capitals

SUB: RFP for Supply, Installation, Commissioning and Maintenance of Routers and other items.

Ref: Your RFP 03/2018-19 dated 07/05/2018

Sl. No.	Circle Office Locations	Postal Address	Mobile No./ Landline No.	Email-ID	No. of Engineers/ Service Staff	Quantity of Stocks of Spares
1.	Ahmedabad					
2.	Bengaluru					
3.	Bhopal					
4.	Bhubaneswar					
5.	Chandigarh					
6.	Chennai					
7.	Delhi					
8.	Guwahati					
9.	Hyderabad					
10.	Jaipur					
11.	Karnal					
12.	Kolkata					
13.	Lucknow					
14.	Madurai					
15.	Mangalore					
16.	Mumbai					
17.	Patna					
18.	Pune					
19.	Ranchi					
20.	Trivandrum					
21.	Vijayawada					

Date

Signature with seal

Name :

Designation :



Annexure-5

Track Record of Past Delivery & Implementation of Routers

SUB: RFP for Supply, Installation, Commissioning and Maintenance of Routers and other items in Canara Bank.

Ref: Your RFP 03/2018-19 dated 07/05/2018

Sl. No.	Name of the Client/s where Routers were supplied & implemented by the Bidder	Contact Person's Name	Telephone No./Mobile No.	Email Address
1.				
2.				
3.				
4.				
...				
....				

(Enclose necessary documents)





Annexure-6

Non-Disclosure Agreement

(To be given on the Company's Letter Head)

WHEREAS, we, \_\_\_\_\_,  
having Registered Office at \_\_\_\_\_, hereinafter referred  
to as the Bidder, are agreeable to provide IT Infrastructure services to Canara Bank,  
having its office at 14,Naveen complex, HO(annex), M.G Road Bengaluru -560001  
hereinafter referred to as the BANK and,

WHEREAS, the Bidder understands that the information regarding the Bank's IT  
Infrastructure shared by the BANK in their Request for Proposal is confidential and/or  
proprietary to the BANK, and

WHEREAS, the Bidder understands that in the course of submission of the offer for  
"**Supply, Installation, Commissioning and Maintenance of Routers and other  
items in Canara Bank** " and/or in the aftermath thereof, it may be necessary that the  
Bidder may perform certain jobs/duties on the Banks properties and/or have access to  
certain plans, documents, approvals or information of the BANK; NOW THEREFORE, in  
consideration of the foregoing, the Bidder agrees to all of the following conditions, in  
order to induce the BANK to grant the Bidder specific access to the BANK's  
property/information. The Bidder will not publish or disclose to others, nor, use in any  
services that the Bidder performs for others, any confidential or proprietary information  
belonging to the BANK, unless the Bidder has first obtained the BANK's written  
authorization to do so.

The Bidder agrees that notes, specifications, designs, memoranda and other data shared  
by the BANK or, prepared or produced by the Bidder for the purpose of submitting the  
offer to the BANK for the said solution, will not be disclosed during or subsequent to  
submission of the offer to the BANK, to anyone outside the BANK.

The Bidder shall not, without the BANKS written consent, disclose the contents of this  
Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern,  
sample or information (to be) furnished by or on behalf of the BANK in connection  
therewith, to any person(s) other than those employed/engaged by the Bidder for the  
purpose of submitting the offer to the BANK and/or for the performance of the Contract in  
the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence  
and shall extend only so far as necessary for the purposes of such performance.

Date

Signature with seal

Name :

Designation :



## Annexure-7

### Technical Specifications of Branch Routers

**Note:**

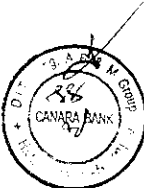
1. The Bidder shall specifically mention the make and model of the items offered for all the requirements in terms of RFP without fail, failing which the Bid is liable for rejection.
2. If the Bidder feels that certain features offered are superior to what has been specified by the Bank, it shall be highlighted separately. Information regarding any modification required in the proposed configuration to meet the intent of the specifications and state-of-the-art technology shall be provided. However, the Bank reserves the right to accept the modifications / superior features suggested/offered.
3. The Bidder shall provide all other required equipments and services, whether or not explicitly mentioned in this RFP, to ensure the intent of specification, completeness, operability, maintainability and upgradability.
4. The selected bidder shall own the responsibility to demonstrate that the products offered are as per the specification/performance stipulated in this RFP and as committed by the bidder either at site or in bidder's work site without any extra cost to the Bank.

#### A. Technical Specification of Router:

Sl. No	A. Technical Specification of Branch Router:	Bidder's Compliance (Yes/No)
	<b>Mention Make and Model</b>	
<b>a.</b>	<b>General requirements</b>	
1.	Router should have High speed WAN performance atleast 25 Mbps with concurrent services enabled.	
2.	Router should have embedded hardware based IP SEC encryption acceleration.	
3.	The router should have a default DRAM of 1 GB.	
4.	Minimum flash memory should be at least 256 MB.	
5.	The router should have adequate flash memory to ensure storage of multiple router software images. The router software must support the flash file system to easily store and load multiple images.	
6.	Chassis based & modular architecture for scalability and should be a single box configuration for ease of management.	
7.	It must be possible to fast boot the router to ensure that for software upgrades can be done with minimum network downtime.	
8.	High Mean Time Between Failure values should be minimum 07 years to ensure long life of router hardware.	
9.	Router should support protocols like IPv4, IPv6, VRRP, Static Routes, RIPv1, RIPv2, OSPFv2, OSPFv3, IS-IS, BGP 4, MBGP, BFD, Policy based routing, IPv4 and IPv6 tunneling, NAT, PAT from day of connectivity.	
10.	The router should be capable of WAN protocols like PPP, Multilink PPP & HDLC support etc.	



11.	Router should support with Standard Access Lists, Extended Access Lists and Time based Access lists to provide supervision and control.	
12.	Control SNMP access through the use of SNMP with MD5 authentication ie SNMP Version 2,SNMP Version 3and above	
13.	Implement Access Lists on the router to ensure SNMP access only to the SNMP manager or the NMS workstation ie HP NNM openview etc.	
14.	Implementation of multiple Privilege Levels should be supported.	
15.	Support for Remote Authentication Dial-In User Service (RADIUS) ,AAA and TACACS,TACACS+.	
16.	MD5 Route Authentication.	
17.	PPP PAP & CHAP support.	
18.	IPSec DES, 3DES/AES (256 Bit) Support	
19.	Should be able to manage & administer point-to-point VPNs by actively pushing new security policies from a single head-end to remote sites	
20.	Should be able to build IPSec tunnel dynamically, point to point or point to Multipoint	
21.	Support for RFC 1998 ( An Application of the BGP Community Attribute in Multi-home Routing )	
22.	All routers proposed in the solution should be certified under the common criteria Evaluation program for at least EAL 2 or NDPP(Network Device Protection Profile) Information Security Evaluation Program	
23.	The router should support dead peer detection or equivalent which enable the router to take down IPSec tunnel when the remote peer goes down due to physical or logical issues	
24.	Proposed router should be integrated seamlessly from day one with our existing infrastructure of Cisco Datacenter core router/switches and Cisco/HP Branch Routers and Switches on all industry standard protocols and features	
25.	The router shall support the following WAN Protocols and technologies - HDLC, PPP, MLPPP, PPPoE, IP-VPN from day one	
26.	The router shall support Static IP Routing and the following IP Routing Protocols - RIP, RIPv2, OSPFv2/v3, BGP4/BGP4+ for both IPv4 and IPv6 from day one	
27.	Should be able to support point-to-point VPNs being pushed from a single head-end to remote sites, For e.g. security policies	
28.	The proposed router should support Any to Any Encryption based on Group domain of Interpretation (GDOI) protocol (RFC 3547,RFC 6407)	
29.	The router should support routing and security features (viz.IPSEC, Tunnelless VPN) at the same time, from day one.	



30.	The router should support IPSec, tunnelless VPN for High Availability capability, supporting redundancy and load balancing	
31.	The router should support IPv6 capability on the VPN	
32.	The router should support ICMP Attack Detection	
33.	The router should support Time based & Dynamic Access control list for controlled forwarding based on time of day for offices	
34.	The router shall support the following WAN Interface Modules - E1, V.35/X.21 Serial DTE, Ethernet; All the necessary software and On board hardware should be available in the router from the day one. Module based implementation is preferred and exact number of modules should be as per the BOM.	
35.	The router shall support primary WAN interface (Serial/ E1) and Backup WAN Interface (3G, 4G / 4G LTE). All the necessary software and On board hardware should be available in the router from the day one. Module based implementation is preferred and exact number of modules is as per the BOM.	
36.	The router shall support MLPPP enabling multiple E1 ports to be aggregated and dynamically load balanced across PPP.	
37.	Router should Supports SNMP Version 2, SNMP Version 3 and above	
38.	The router shall support Layer 3 packet Filtering based on source/destination IP address/subnet and source/destination TCP/UDP port numbers	
39.	The router shall support multicast routing for both IPV4 and IPV6	
40.	The router shall support Layer 2/3/4 QoS, WFQ, FIFO, Low latency Queuing(LLQ), PQ.	
41.	The router shall have management security features like SSHv2 / Secure copy, encrypted user passwords, and authentication via AAA and RADIUS / TACACS+ to prevent unauthorized management access"	
42.	The router shall support DNS Agent, SNTP, FTP, NTP and TFTP server	
43.	The router should have supporting hardware and software for 3G, 4G / 4G LTE Technologies.	
44.	In case bank might plan to deploy 3G, 4G / 4G LTE on router and as the 3G, 4G/4G LTE capability maybe deployed at remote locations, range extenders or External Antennae with minimum 15 meters cable length should be provided as per the BOM	
45.	The router should support mechanism to monitor the network performance for VOIP , Video , VPN network monitoring	
46.	The Router should support functionality to protect the route processor from unnecessary or malicious levels of traffic, including DOS attacks	



47.	Dedicated Hardware/module to accelerate the encryption process for IP Security (IPSec) (using Triple Digital Encryption Standard [3DES] or Advanced Encryption Standard [AES]) shall be provided without impacting the Router performance	
48.	The router shall integrate with centralized network management software.Example: HP NNM Openview etc	
49.	HTTP/HTTPS access to the router to monitor and configure most of the functionalities in addition to the command line access (internal or external through NMS).	
50.	Router Should have capability to integrate with NCCM tools like BMC, Everest..etc	
b.	<b>Interfaces:</b>	
1.	Should have a dedicated console port and preferably a USB port for Router configuration & storage of configuration/image.	
2.	Router should support at least 3 routed 100/1000 Mbps Ethernet interfaces (RJ-45-Based Ports) either on-board or through separate Module, for WAN Connectivity. Each of the Port should be capable to be assigned with the IP address directly and able to terminate the WAN link on the Port itself.	
3.	Should support Synchronous Serial Interfaces for speeds up to 2 Mbps.	
4.	Flexibility should be offered on each and every port to be configured as Synchronous or Asynchronous Serial lines	
5.	The router should support for 4G/ 4G LTE, 3G HSPA connectivity for backup and should support diversity antenna & low loss cable for antenna extension and should support all service providers in India. In case inbuilt capability is not available, an external appliance should be considered.	
6.	Router should have at least 3 Slots which can be used for connecting any LAN/WAN modules i.e. Serial/E1/3G/4G/4G LTE/Ethernet Interface Modules.	
c.	<b>SOFTWARE FEATURES:</b>	
1.	Supports all the industry standard Routing Protocols and General Router Features	
2.	Routing Information Protocol (RIPv1 and RIPv2), Layer 2 Tunnelling Protocol (L2TP), Port Address Translation (PAT), Network Address Translation (NAT)	
3.	Dynamic Host Control Protocol (DHCP) server/relay/client	
4.	Access List to Control Packet Access and Generic Routing Encapsulation	
5.	Dynamic DNS Support	
6.	Support for OSPF & BGP	
7.	Support for Multiple addresses per interface.	
8.	Support for Sub interfaces.	

9.	Support for 802.1Q VLANs, Web Content Caching Protocol (WCCP) or equivalent.	
10.	Support for all the industry standard Multicast Routing Protocol like PIM-Sparse Mode and PIM-Dense Mode	
d.	<b>SUPPORT FOR IPv6 Features:</b>	
1.	IPv6 addressing architecture, IPv6 name resolution, IPv6 statistics, IPv6 neighbor Discovery.	
2.	IPv6 transport packets between IPv6-only and IPv4-only endpoints	
3.	ICMPv6, IPv6 DHCP	
4.	The Device should be on the IPV6 Ready Logo Program Approved List or USGV6 Test Device List .If the device is only USGV6 certified,OEM has to submit a declaration that they have already initiated the procedure for getting IPv6 Ready Logo Certificate for the proposed Router and the proposed Router is IPV6 Ready in all aspects.	
5.	Support for the following IP v6 features : RIP NG , OSPF v3 , BGP Routing Support for IPv6, IP V6 Dual Stack, IP v6 Policy based Routing, and IP v6 QoS.	
6.	Should support following IP v6 Tunneling mechanisms: Automatic 6 to 4 tunnels, Automatic IP v4 compatible tunnels, IP v6 over IP v4 GRE Tunnels, ISATAP Tunneling Support.	
e.	<b>Security Features:</b>	
1.	NAT transparency	
2.	Hardware-accelerated 3DES for IPSec, Hardware-accelerated AES for IPSec	
3.	IPSec 3DES termination/initiation, IPSec passthrough	
4.	L2TP passthrough, 802.1X	
5.	Secure HTTP (HTTPS), FTP, and Telnet authentication proxies	
6.	Advanced Application Inspection and Control	
7.	E-mail Inspection Engine, No Service Password Recovery	
8.	HTTP Inspection Engine.	
f.	<b>QoS Features :</b>	
1.	The Quality of Service (QoS) features that are required should be in a position to provide configurable interface queing	
2.	Support product labelling ( DiffServ ) depending on interface, subinterface, protocol, port, MAC & size	

3.	Support traffic policing, Congestion control/management	
<b>g.</b>	<b>Management Features :</b>	
1.	Management should support: Telnet, Simple Network management Protocol (SNMP), SSH,RADIUS , CLI and Web based HTTP management (internal or external through NMS).	
2.	SNMP over IPV6 & AES & 3DES encryption support for SNMP Version 3 and above	
3.	The router should be capable of booting from a remote node, where the router image is present.	
4.	The Router must be able to generate Syslog Messages with timestamp and Severity codes, which can be exported to a Syslog Server	
5.	Extensive debugging capabilities to assist in hardware problem resolution.	
<b>h.</b>	<b>High-Availability Features</b>	
1.	Virtual Router Redundancy Protocol (VRRP) (RFC 2338)	
2.	Out-of-band management with external modem through virtual auxiliary port	
<b>i.</b>	<b>Operating Conditions :</b>	
1.	Router should seamlessly operate within Temperature range from 32 to 104°F (0 to 40°C) (Maximum Altitude 1,800m).	
2.	Router should seamlessly operate within Relative Humidity range from 15 to 85%.	
3.	Router should seamlessly operate within Altitude range from 0 to 1800m.	
4.	Router should be able to accommodate and mount in the Bank's existing Racks. In case, the proposed Router is not able to be fixed in the Rack at any ordered location, bidder has to provide appropriate Tray/Clamp etc. to mount the Router in the Rack at no additional cost to the Bank.	

**B. Details on Implementation of Proposed Solution/Product:**

Sl. No.	Particulars	Details furnished by the Bidder
1.	Approach and methodology for the proposed scope of work along with illustrative deliverables.	
2.	Details of inputs/requirements and other infrastructure required by the bidder and any other precautions to be undertaken to execute this assignment.	



3.	Conformity to obtaining of various certificates/bench mark testing standards for the items quoted to meet the intent of the RFP.	
4.	Conformity regarding back to back arrangements with third party hardware & software for providing continuous and un-interrupted support to meet SLA obligations as per RFP Terms.	
5.	Technical Documentation (Product Brochures, Leaflets)	

**C. Compliance:**

Compliance	Compliance (Yes / No)	Remarks / Deviations
Terms and Conditions		
Technical Specification of Router		
Scope of Work		





Annexure-8

Undertaking of Authenticity for Supply, Installation, Commissioning and Maintenance  
of Routers and other items in Canara Bank

(To be given on the Company's Letter Head)

**SUB: RFP for Supply, Installation, Commissioning and Maintenance of Routers and other items in Canara Bank.**

**Ref: Your RFP 03/2018-19 dated 07/05/2018**

With reference to the Routers and other Items being supplied/quoted under your RFP Ref. no. cited above.

We hereby undertake that all the components/parts/assembly/software's used in the Routers and Other Items under the above shall be original new components /parts /assembly /software only from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of Licensed Software if asked for by you in the purchase order the same shall be supplied along with the authorized license certificate and also that it shall be sourced from the authorized source

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

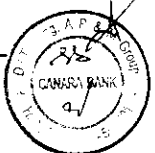
In case of default and we are unable to comply with the above at the time of delivery or during installation, for the IT Hardware/Software already billed, we agree to take back the Hardware/Software without demur, if already supplied and return the money if any paid to us by you in this regard.

Date

Signature with seal

Name :

Designation :



Annexure-9

Escalation Matrix

SUB: RFP for Supply, Installation, Commissioning and Maintenance of Routers and other items in Canara Bank.

Ref: Your RFP 03/2018-19 dated 07/05/2018

Name of the Company:

Delivery Related Issues:

Sl. No.	Name	Designation	Office Address	Telephone No./Mobile No.	Email address
a.		First Level Contact			
b.		Second level contact (If response not received in 24 Hours)			
c.		Regional/Zonal Head (If response not recd in 48 Hours)			
d.		Country Head (If response not recd in One week)			

Service Related Issues:

Sl. No.	Name	Designation	Office Address	Telephone No./Mobile No.	Email address
a.		First Level Contact			
b.		Second level contact (If response not received in 4 Hours)			
c.		Regional/Zonal Head (If response not recd in 24 Hours)			
d.		Country Head (If response not recd in 48 Hours)			

Any change in designation, substitution will be informed by us immediately.



Annexure-10

Manufacturer/Authorized Distributor in India Authorization Form

[Note: This Letter should be on the letterhead of the manufacturing concern/Distributor and should be signed by an Authorized Signatory of the manufacturer/Authorized Distributor]

No. \_\_\_\_\_ dated \_\_\_\_\_

The Deputy General Manager,  
Canara Bank,  
Asset Procurement & Management Group,  
DIT-Wing,  
Naveen Complex, 14 M G Road,  
Bengaluru-560 001  
Karnataka

Dear Sir,

**SUB: RFP for Supply, Installation, Commissioning and Maintenance of Routers and other items in Canara Bank.**

**Ref: Your RFP 03/2018-19 dated 07/05/2018**

We \_\_\_\_\_ who are established and reputed manufacturers of \_\_\_\_\_ having factories/development facilities at 1) \_\_\_\_\_ and 2) \_\_\_\_\_ do hereby authorize M/s \_\_\_\_\_ (Name and address of the Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

We (Manufacturer/Indian Distributor) hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the solution, products/equipment and services offered against this invitation for tender offer by the above firm and will extend technical support and updates and ensure availability of spares including processors for our products for a period of five years from the date of submission of this tender.

We (Manufacturer/Indian Distributor) also confirm that we will ensure all product updates (including management software updates and new product feature releases ) are provided by M/s .....for all the products quoted for and supplied to the bank during the 5 year product contract period. In case this is not considered while quoting and in the event M/s ..... fail in their obligations to provide the updates within 30 days of release/announcement, we hereby confirm that we will provide the same to the bank at no additional cost to the bank and we will directly install the updates and any new product releases at the bank's premises.

We also confirm that the proposed solution offered by the bidder to the Bank are correct, viable, technically feasible for implementation and the solution will work without any hassles in all the locations. We also confirm that all the equipment offered are not "End of Life" during the next One Year and "End of Support/End of Life" for a minimum period of Five Years.

Yours faithfully  
(Name)

For and on behalf of

M/s-----



**Annexure- 11**  
**Bill of Material**

SUB: RFP for Supply, Installation, Commissioning and Maintenance of Routers and other items in Canara Bank.

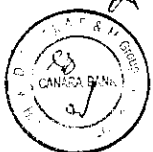
Ref: Your RFP 03/2018-19 dated 07/05/2018

**Table-A**  
**Price Details of Routers**

[Amount in Rs.]

Sl. No.	Item Details	Cost Price				AMC *				Total Cost per unit with AMC (Incl. of tax)	Quantity	Total Cost (Incl. of tax)
		Unit Price with 1 year Comprehensive onsite warranty (Excl. of Tax)	Tax for Column A		Unit Price with 1 year Comprehensive onsite warranty (Incl. of Tax)	4 years AMC charges per item after warranty period (Excl. of Tax)	Tax for Column E		4 years AMC charges per item after warranty period (Incl. of Tax)			
		A	B- % of tax	C- Tax Amt.	D=A+C	E	F-% of Tax	G- Tax Amt	H=E+ G	I =D+H	J	K=(IxJ)
1.	Branch/office/AT M Routers with Serial Card, Serial Cable (v.35), Console Cable, Power Cable, Rack Mounting kit and other specifications as per Annexure 7 (A)										1500	
2.	4G/LTE card with 15 meter external antenna					****	****	****	****		150	
3.	<b>Total Cost of Ownership</b>	*****	*****	***	*****	*****	****	****	*****	*****	****	

\*Year wise breakup of AMC should be furnished in Table B.



**Table-B**  
**Post Warranty AMC Calculation Table for unit quantity**

[Amount in Rs.]

Sl. No.	Description	Post Warranty AMC Charges year wise							
		2 <sup>nd</sup> Year AMC Charge (Excl. of tax)	3 <sup>rd</sup> Year AMC Charge (Excl. of tax)	4 <sup>th</sup> Year AMC Charge (Excl. of tax)	5 <sup>th</sup> Year AMC Charge (Excl. of tax)	Total AMC for 4 Years (Excl. of Tax)	Tax %	Tax in Amt.	Total AMC for 4 Years (Incl. of Tax)
		a	b	c	d	e=a+b+c+d	f	g	h=e+g
1.	Routers as per Annexure -7(A)								

**Note**

- The Charges mentioned in column "e" of Table-B should tally with the charges mentioned under Price Details in column "E" of Table -A of Bill of Material.
- The Charges mentioned in column "h" of Table-B should tally with the charges mentioned under Price Details in column "H" of Table -A of Bill of Material.

**Declaration:**

- Bill of material is submitted on the letter head and is signed by an Authorised Signatory with Name and Seal of the Company.
- We confirm that we have gone through RFP clauses, subsequent amendments and replies to pre-bid queries (if any) and abide by the same.
- We have not changed the structure of the format nor added any extra items. We note that any such alternation will lead to rejection of Bid.
- We agree that no counter condition/assumption in response to commercial bid will be accepted by the Bank. Bank has a right to reject such bid.
- We are agreeable to the payment schedule as per "Payment Terms" of the RFP.

Date

Signature with seal

Name :

Designation



## Appendix -A

### Instructions to be noted while Submitting Part A- Conformity to Eligibility Criteria

- 1) Cost of Tender document by way of DD payable at Bengaluru.
- 2) Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD.
- 3) Power of Attorney / Authorisation letter signed by the Competent Authority with the seal of the bidder's company / firm in the name of the person signing the tender documents.
- 4) Bid Covering letter as per **Annexure-1**.
- 5) Eligibility Criteria declaration as per **Annexure-2** with documentary proof in support of the Eligibility Criteria.
- 6) Bidder's Profile as per **Annexure-3**.
- 7) Service Support Details as per **Annexure-4**.
- 8) Track Record of Past Implementation of Projects as per **Annexure-5**.
- 9) Non-Disclosure Agreement as per **Annexure-6**.
- 10) Signed Pre-Contract Integrity Pact as per **Appendix-G** on non-judicial Stamp paper.



Appendix-B

Instructions to be noted Submitting Part B-Technical Proposal

- 1) Compliance to Technical Specification of Routers as per Annexure-7.
- 2) Undertaking of Authenticity as per Annexure-8.
- 3) Escalation Matrix as per Annexure-9.
- 4) Manufacturer/Authorised Distributor in India Authorization Form as per Annexure-10.
- 5) Technical Documentation (Product Brochures, leaflets).
- 6) A detailed list of inputs/requirements and other Infrastructure required and any other precautions to be undertaken should be given in detail along with the Technical Proposal.



Appendix -C  
Bank Guarantee Format for Earnest Money Deposit

To: The Deputy General Manager,  
Canara Bank,  
DIT Wing, Head Office,  
Naveen Complex, 14 M G Road  
BENGALURU

WHEREAS \_\_\_\_\_(Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated \_\_\_\_\_ (Date) for the execution of (Name of Contract) \_\_\_\_\_(hereinafter called "the Tender") in favour of \_\_\_\_\_ hereinafter called the "Beneficiary";

KNOW ALL MEN by these presents that we, \_\_\_\_\_(name of the issuing Bank), a body corporate constituted under the \_\_\_\_\_having its Head Office at \_\_\_\_\_amongst others a branch/office at \_\_\_\_\_ (hereinafter called "the Bank" are bound unto the Beneficiary for the sum of Rs \_\_\_\_\_(Rupees \_\_\_\_\_only) for which payment well and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents;

THE CONDITIONS of this obligation are:

- (a) If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or
- (b) If the Tenderer having been notified of the acceptance of his Tender by the Beneficiary during the period of Tender validity;
- (i) Fails or refuses to execute the Agreement, if required; or
- (ii) Fails or refuses to furnish the performance security, in accordance with clause \_\_\_\_\_ of conditions of Contract.

We undertake to pay to the Beneficiary up to the above amount upon receipt of his first written demand without the Beneficiary having to substantiate his demand, provided that in his demand the Beneficiary will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

Notwithstanding anything contained herein

- i) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_only)
- ii) This Bank Guarantee is valid up to \_\_\_\_\_ and
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (mention period of guarantee as found under clause (ii) above plus claim period)

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2018.

SIGNATURE & SEAL OF THE BANK





## Appendix-D

### Proforma of Bank Guarantee for Contract Performance

(To be submitted on Non-Judicial stamp paper of appropriate value Purchased in the name of the issuing Bank)

To: The Deputy General Manager,  
Canara Bank,  
DIT Wing, Head Office,  
Naveen Complex, 14 M G Road  
BENGALURU

WHEREAS (Name and address of M/s XXXX Ltd (hereinafter referred to as "the CONTRACTOR") has undertaken to supply, transportation, transit insurance, local delivery and installation insurance up to Acceptance by the bank, Acceptance testing and also includes documentation, warranty, annual maintenance, if contracted, and training or demo of your personnel related to Supply, Installation, Commissioning and Maintenance of Routers and other items in Canara bank as per their Contract dated \_\_\_\_\_ with you (hereinafter referred to as "the CONTRACT" )

AND WHEREAS in terms of the Conditions as stipulated in the Contract, the CONTRACTOR is required to furnish, a Bank Guarantee by way of Performance Guarantee, issued by a Scheduled Bank in India, in your favour, as per Clause \_\_\_\_\_ of the CONTRACT, to secure due and satisfactory compliance of the obligations by the CONTRACTOR on their part, in accordance with the CONTRACT, (which guarantee is hereinafter called as "the PERFORMANCE GUARANTEE")

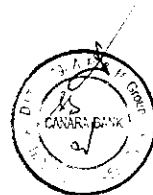
AND WHEREAS the CONTRACTOR has approached us, (Name of the issuing Bank) for providing the PERFORMANCE GUARANTEE,

AND WHEREAS in consideration of the fact that the CONTRACTOR is our valued constituent and the fact that he has entered into the CONTRACT with you, WE (Name of the Bank) having our Registered Office at, \_\_\_\_\_ and local office at \_\_\_\_\_, India have agreed to issue the PERFORMANCE GUARANTEE,

THEREFORE WE (Name of the issuing Bank) through our local office at \_\_\_\_\_ India furnish you the PERFORMANCE GUARANTEE in manner hereinafter contained and agree with you as follows:

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) an amount equivalent to 10% of the Contract Price against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.

Notwithstanding anything to the contrary we agree that your decision as to whether the CONTRACTOR has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.



This Performance Guarantee shall continue and hold good until it is released by you on the application by the CONTRACTOR after expiry of the relative guarantee period of the Contract and after the CONTRACTOR had discharged all his obligations under the Contract and produced a certificate of due completion of the work under the Contract and submitted a "No Demand Certificate" provided always that the guarantee shall in no event remain in force after the day of \_\_\_\_\_ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of three months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

Should it be necessary to extend Performance Guarantee on account of any reason whatsoever, we undertake to extend the period of Performance Guarantee on your request under intimation to the CONTRACTOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.

You will have the fullest liberty without affecting Performance Guarantee from time to time to vary any of the terms and conditions of the Contract or extend the time of performance of the Contract or to postpone any time or from time to time any of your rights or powers against the CONTRACTOR and either to enforce or forbear to enforce any of the terms and conditions of the Contract and we shall not be released from our liability under Performance Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the CONTRACTOR or any other forbearance, act, or omission on your part of or any indulgence by you to the CONTRACTOR or by any variation or modification of the Contract or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) as aforesaid or extend the period of the guarantee beyond the said day of \_\_\_\_\_ unless expressly agreed to by us in writing.

The Performance Guarantee shall not in any way be affected by your taking or giving up any securities from the CONTRACTOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the CONTRACTOR.

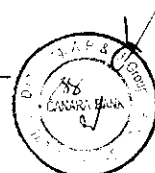
In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the CONTRACTOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Performance Guarantee.

Subject to the maximum limit of our liability as aforesaid, Performance Guarantee will cover all your claim or claims against the CONTRACTOR from time to time arising out of or in relation to the Contract and in respect of which your claim in writing is lodged on us before expiry of three months from the date of expiry of Performance Guarantee.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post it shall be deemed to have been given when the same has been posted.

The Performance Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

The Performance Guarantee shall not be affected by any change in the constitution of the CONTRACTOR or us nor shall it be affected by any change in your constitution or by any



amalgamation or absorption thereof or therewith but will endure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

The Performance Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the CONTRACTOR.

Notwithstanding anything contained herein

- i. Our liability under this guarantee shall not exceed Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only)
- ii. This guarantee shall be valid upto \_\_\_\_\_ and ;
- iii. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at Bengaluru on or before \_\_\_\_\_ (mention period of the guarantee as found under clause ii. above plus claim period).

We have the power to issue Performance Guarantee in your favour by statute and the undersigned has full power to execute Performance Guarantee under the Power of Attorney given to him by the Bank.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

For and on behalf of

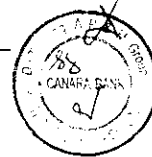
\_\_\_\_\_ BRANCH MANAGER SEAL ADDRESS PLACE



Appendix-E

Format for Sending Pre-Bid Queries

Sl. No.	Page No. of RFP	Clause No	RFP Clause	Bidder's Query
1				
2				
3				
...				
...				



## Appendix-F

### Bank Guarantee Format for Advance Payment in Respect of Site Not Ready Locations

(To be submitted on Non-Judicial stamp paper of appropriate value Purchased in the name of the issuing Bank)

To: Name and Address of the PURCHASER

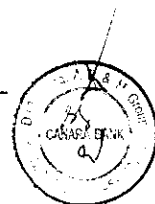
In consideration of your agreeing to pay to (Name and address of the selected bidder)(hereinafter referred to as "the CONTRACTOR") a sum of Rs \_\_\_\_\_ being the amount equivalent to \_\_\_\_\_[%] of the Contract Price as and by way of advance payment in terms of Clause \_\_\_\_\_ of their Contract dated \_\_\_\_\_ with you (hereinafter referred to as 'the CONTRACT' ) for supply, transportation, transit insurance, local delivery, storage and installation insurance up to Acceptance by the bank, cabling, installation, commissioning and integration, Acceptance testing and also includes documentation, warranty, annual maintenance, if contracted, and training of your personnel related to establishment of WAN on our agreeing to furnish you with our irrevocable guarantee in manner hereinafter contained and agree with you as follows:

We (Name of the Bank)having our Registered Office at \_\_\_\_\_ and local office at \_\_\_\_\_, India, undertake to indemnify you and keep you indemnified to the extent and against all losses and damages that may be caused to or suffered by you in relation to the advance payment to be made by you to CONTRACTOR as aforesaid by reason of any default or defaults on the part of the CONTRACTOR in performing the above mentioned jobs in relation to aforesaid establishment of WAN, or for carrying out any works or discharging any obligation under the said CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof and in the event of any default or defaults on the part of the CONTRACTOR as aforesaid we shall forthwith on demand and without demur pay to you any sum or sums not exceeding the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as may be claimed by you to be due from the CONTRACTOR by way of refund of such advance payment or any portion or otherwise as your losses and / or damages, costs, charges or expenses by reason of such default or defaults on the part of the CONTRACTOR aforesaid.

Notwithstanding anything to the contrary we agree that your decision as to whether the CONTRACTOR has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this guarantee but will pay the same forthwith on your demand without any protest or demur.

This guarantee shall continue and hold good until it is released by you on the application by the CONTRACTOR after expiry of the relative guarantee period of the said Contract and after the CONTRACTOR had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said Contract and submitted a "No Demand Certificate" provided always that the guarantee shall in no event remain in force after the day of \_\_\_\_\_ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of three months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request under intimation to the



CONTRACTOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.

You will have the fullest liberty without affecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contract or to postpone any time or from time to time any of your rights or powers against the CONTRACTOR and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the CONTRACTOR or any other forbearance, act, or omission on your part or any indulgence by you to the CONTRACTOR or by any variation or modification of the said contract or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as aforesaid or extend the period of the guarantee beyond the said day of \_\_\_\_\_ unless expressly agreed to by us in writing.

This guarantee shall not in any way be affected by your taking or giving up any securities from the CONTRACTOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the CONTRACTOR.

In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the CONTRACTOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.

Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the CONTRACTOR from time to time arising out of or in relation to the said Contract and in respect of which your claim in writing is lodged on us before expiry of three months from the date of expiry of this guarantee.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post it shall be deemed to have been given when the same has been posted.

This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

This guarantee shall not be affected by any change in the constitution of the CONTRACTOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will endure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

This guarantee shall come into force simultaneously with your making the said advance payment to the CONTRACTOR and shall not be revoked by us any time during its currency without your previous consent in writing.

We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the CONTRACTOR.

Notwithstanding anything contained herein



- i. Our liability under this guarantee shall not exceed Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only)
- ii. This guarantee shall be valid up to \_\_\_\_\_ and ;
- iii. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at Bengaluru on or before \_\_\_\_\_ (mention period of the guarantee as found under clause ii. above plus claim period).

We have the power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney to him by the Bank.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

For and on behalf of

\_\_\_\_\_  
BRANCH MANAGER

SEAL

ADDRESS

PLACE

Name of the Bank: Canara Bank

Name of the Branch: DIT Wing

IFSC Code: CNRB0000007

The Bank Guarantee has to be confirmed through SFMS by the issuing Bank branch.



Appendix-G

(This has to be submitted in the non-judicial Stamp Paper)

Pre Contract Integrity Pact

**1. GENERAL**

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on \_\_\_\_ day of the month 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, Bengaluru 560 002, with branches spread over India and abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri. V Jayaraman, Deputy General Manager, DIT Wing, HO, Bengaluru representing Canara Bank of the BUYER, of the FIRST PART

AND

M/s. \_\_\_\_\_ represented by Shri \_\_\_\_\_ Chief Executive Officer/Authorized 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/Equipment/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





2.3. 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.

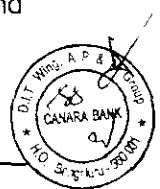
3.3. The BUYER shall report to the appropriate Government Regulators/Authorities any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach, as and when the same is considered necessary to comply with the law in force in this regard.

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:-

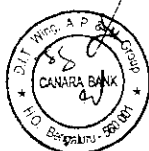
4.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly 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/Authorized 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



5.2. Enterprise/Undertaking in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

5.3. 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.

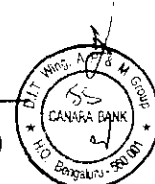
6.3. In the case of successful BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision 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 Prime Lending Rate of (Name of the Bank/Financial Institution) while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER/CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.



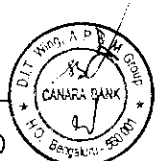
- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.
- vi. To cancel all or any other contracts with the BIDDER /SELLER/CONTRACTOR/SERVICE 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



8.2.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.

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

BIDDER  
CHIEF EXECUTIVE OFFICER / AUTHORISED SIGNATORY

Witness

Witness

1)

1)

2)

2)



Appendix - H  
Technical Criteria for Proof of Concept

	Bidder's Name : Branch/Office Name :	DP CODE:		
Sl. No	A. Technical Specification of Branch Router:	Tested in POC Environment / Feature Demonstrated & Checked [Yes/ No]	Signature of Bidder Official	Signature of Bank Official
	Mention Make and Model			
a.	General requirements			
51.	Router should have High speed WAN performance atleast 25 Mbps with concurrent services enabled.			
52.	Router should have embedded hardware based IP SEC encryption acceleration.			
53.	The router should have a default DRAM of 1 GB.			
54.	Minimum flash memory should be at least 256 MB.			
55.	The router should have adequate flash memory to ensure storage of multiple router software images. The router software must support the flash file system to easily store and load multiple images.			
56.	Chassis based & modular architecture for scalability and should be a single box configuration for ease of management.			
57.	It must be possible to fast boot the router to ensure that for software upgrades can be done with minimum network downtime.			
58.	High Mean Time Between Failure values should be minimum 07 years to ensure long life of router hardware.			
59.	Router should support protocols like IPv4, IPv6, VRRP, Static Routes, RIPv1, RIPv2, OSPFv2, OSPFv3, IS-IS, BGP 4, MBGP, BFD, Policy based routing, IPv4 and IPv6 tunneling, NAT, PAT from day of connectivity.			
60.	The router should be capable of WAN protocols like PPP, Multilink PPP & HDLC support etc.			
61.	Router should support with Standard Access Lists, Extended Access Lists and Time based Access lists to provide supervision and control.			
62.	Control SNMP access through the use of SNMP with MD5 authentication ie SNMP Version 2, SNMP Version 3 and above			



63.	Implement Access Lists on the router to ensure SNMP access only to the SNMP manager or the NMS workstation ie HP NNM openview etc.			
64.	Implementation of multiple Privilege Levels should be supported.			
65.	Support for Remote Authentication Dial-In User Service (RADIUS), AAA and TACACS, TACACS+.			
66.	MD5 Route Authentication.			
67.	PPP PAP & CHAP support.			
68.	IPSec DES, 3DES/AES (256 Bit) Support			
69.	Should be able to manage & administer point-to-point VPNs by actively pushing new security policies from a single head-end to remote sites			
70.	Should be able to build IPSec tunnel dynamically, point to point or point to Multipoint			
71.	Support for RFC 1998 ( An Application of the BGP Community Attribute in Multi-home Routing )			
72.	All routers proposed in the solution should be certified under the common criteria Evaluation program for at least EAL 2 or NDPP(Network Device Protection Profile) Information Security Evaluation Program			
73.	The router should support dead peer detection or equivalent which enable the router to take down IPSec tunnel when the remote peer goes down due to physical or logical issues			
74.	Proposed router should be integrated seamlessly from day one with our existing infrastructure of Cisco Datacenter core router/switches and Cisco/HP Branch Routers and Switches on all industry standard protocols and features			
75.	The router shall support the following WAN Protocols and technologies - HDLC, PPP, MLPPP, PPPoE, IP-VPN from day one			
76.	The router shall support Static IP Routing and the following IP Routing Protocols - RIP, RIPv2, OSPFv2/v3, BGP4/BGP4+ for both IPv4 and IPv6 from day one			
77.	Should be able to support point-to-point VPNs being pushed from a single head-end to remote sites, For e.g. security policies			
78.	The proposed router should support Any to Any Encryption based on Group domain of Interpretation (GDOI) protocol (RFC 3547, RFC 6407)			
79.	The router should support routing and security features (viz. IPSEC, Tunnelless VPN) at the same time, from day one.			





80.	The router should support IPSec, tunnelless VPN for High Availability capability, supporting redundancy and load balancing			
81.	The router should support IPv6 capability on the VPN			
82.	The router should support ICMP Attack Detection			
83.	The router should support Time based & Dynamic Access control list for controlled forwarding based on time of day for offices			
84.	The router shall support the following WAN Interface Modules - E1, V.35/X.21 Serial DTE, Ethernet; All the necessary software and On board hardware should be available in the router from the day one. Module based implementation is preferred and exact number of modules should be as per the BOM.			
85.	The router shall support primary WAN interface (Serial/ E1) and Backup WAN Interface (3G,4G / 4G LTE). All the necessary software and On board hardware should be available in the router from the day one. Module based implementation is preferred and exact number of modules is as per the BOM.			
86.	The router shall support MLPPP enabling multiple E1 ports to be aggregated and dynamically load balanced across PPP.			
87.	Router should Supports SNMP Version 2,SNMP Version 3 and above			
88.	The router shall support Layer 3 packet Filtering based on source/destination IP address/subnet and source/destination TCP/UDP port numbers			
89.	The router shall support multicast routing for both IPV4 and IPV6			
90.	The router shall support Layer 2/3/4 QoS, WFQ, FIFO, Low latency Queuing(LLQ), PQ.			
91.	The router shall have management security features like SSHv2 / Secure copy, encrypted user passwords, and authentication via AAA and RADIUS / TACACS+ to prevent unauthorized management access"			
92.	The router shall support DNS Agent, SNTP, FTP,NTP and TFTP server			
93.	The router should have supporting hardware and software for 3G, 4G / 4G LTE Technologies.			
94.	In case bank might plan to deploy 3G, 4G / 4G LTE on router and as the 3G, 4G/4G LTE capability maybe deployed at remote locations, range extenders or External Antennae with minimum 15 meters cable length should be provided as per the BOM			
95.	The router should support mechanism to monitor the network performance for VOIP , Video , VPN network monitoring			



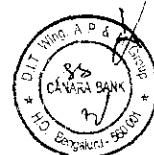
96.	The Router should support functionality to protect the route processor from unnecessary or malicious levels of traffic, including DOS attacks			
97.	Dedicated Hardware/module to accelerate the encryption process for IP Security (IPSec) (using Triple Digital Encryption Standard [3DES] or Advanced Encryption Standard [AES]) shall be provided without impacting the Router performance			
98.	The router shall integrate with centralized network management software. Example: HP NNM Openview etc			
99.	HTTP/HTTPS access to the router to monitor and configure most of the functionalities in addition to the command line access (internal or external through NMS).			
100.	Router Should have capability to integrate with NCCM tools like BMC, Everest..etc			
b.	<b>Interfaces:</b>			
7.	Should have a dedicated console port and preferably a USB port for Router configuration & storage of configuration/image.			
8.	Router should support at least 3 routed 100/1000 Mbps Ethernet interfaces (RJ-45-Based Ports) either on-board or through separate Module, for WAN Connectivity. Each of the Port should be capable to be assigned with the IP address directly and able to terminate the WAN link on the Port itself.			
9.	Should support Synchronous Serial Interfaces for speeds up to 2 Mbps.			
10.	Flexibility should be offered on each and every port to be configured as Synchronous or Asynchronous Serial lines			
11.	The router should support for 4G/ 4G LTE, 3G HSPA connectivity for backup and should support diversity antenna & low loss cable for antenna extension and should support all service providers in India. In case inbuilt capability is not available, an external appliance should be considered.			
12.	Router should have at least 3 Slots which can be used for connecting any LAN/WAN modules i.e. Serial/E1/3G/4G/4G LTE/Ethernet Interface Modules.			
c.	<b>SOFTWARE FEATURES:</b>			
11.	Supports all the industry standard Routing Protocols and General Router Features			
12.	Routing Information Protocol (RIPv1 and RIPv2), Layer 2 Tunnelling Protocol (L2TP), Port Address Translation (PAT), Network Address Translation (NAT)			
13.	Dynamic Host Control Protocol (DHCP) server/relay/client			



14.	Access List to Control Packet Access and Generic Routing Encapsulation			
15.	Dynamic DNS Support			
16.	Support for OSPF & BGP			
17.	Support for Multiple addresses per interface.			
18.	Support for Sub interfaces.			
19.	Support for 802.1Q VLANs, Web Content Caching Protocol (WCCP) or equivalent.			
20.	Support for all the industry standard Multicast Routing Protocol like PIM-Sparse Mode and PIM-Dense Mode			
d.	<b>SUPPORT FOR IPv6 Features:</b>			
7.	IPv6 addressing architecture, IPv6 name resolution, IPv6 statistics, IPv6 neighbor Discovery.			
8.	IPv6 transport packets between IPv6-only and IPv4-only endpoints			
9.	ICMPv6, IPv6 DHCP			
10.	The Device should be on the IPV6 Ready Logo Program Approved List or USGV6 Test Device List .If the device is only USGV6 certified,OEM has to submit a declaration that they have already initiated the procedure for getting IPv6 Ready Logo Certificate for the proposed Router and the proposed Router is IPV6 Ready in all aspects.			
11.	Support for the following IP v6 features : RIP NG , OSPF v3 , BGP Routing Support for IPv6, IP V6 Dual Stack, IP v6 Policy based Routing, and IP v6 QoS.			
12.	Should support following IP v6 Tunneling mechanisms: Automatic 6 to 4 tunnels, Automatic IP v4 compatible tunnels, IP v6 over IP v4 GRE Tunnels, ISATAP Tunneling Support.			
e.	<b>Security Features:</b>			
9.	NAT transparency			
10.	Hardware-accelerated 3DES for IPSec, Hardware-accelerated AES for IPSec			
11.	IPSec 3DES termination/initiation, IPSec passthrough			
12.	L2TP passthrough, 802.1X			
13.	Secure HTTP (HTTPS), FTP, and Telnet authentication proxies			
14.	Advanced Application Inspection and Control			



15.	E-mail Inspection Engine, No Service Password Recovery			
16.	HTTP Inspection Engine.			
f.	<b>QoS Features :</b>			
4.	The Quality of Service (QoS) features that are required should be in a position to provide configurable interface queuing			
5.	Support product labelling ( DiffServ ) depending on interface, subinterface, protocol, port, MAC & size			
6.	Support traffic policing, Congestion control/management			
g.	<b>Management Features :</b>			
6.	Management should support: Telnet, Simple Network management Protocol (SNMP), SSH,RADIUS , CLI and Web based HTTP management (internal or external through NMS).			
7.	SNMP over IPV6 & AES & 3DES encryption support for SNMP Version 3 and above			
8.	The router should be capable of booting from a remote node, where the router image is present.			
9.	The Router must be able to generate Syslog Messages with timestamp and Severity codes, which can be exported to a Syslog Server			
10.	Extensive debugging capabilities to assist in hardware problem resolution.			
h.	<b>High-Availability Features</b>			
3.	Virtual Router Redundancy Protocol (VRRP) (RFC 2338)			
4.	Out-of-band management with external modem through virtual auxiliary port			
i.	<b>Operating Conditions :</b>			
5.	Router should seamlessly operate within Temperature range from 32 to 104°F (0 to 40°C) (Maximum Altitude 1,800m).			
6.	Router should seamlessly operate within Relative Humidity range from 15 to 85%.			
7.	Router should seamlessly operate within Altitude range from 0 to 1800m.			



8.	Router should be able to accommodate and mount in the Bank's existing Racks. In case, the proposed Router is not able to be fixed in the Rack at any ordered location, bidder has to provide appropriate Tray/Clamp etc. to mount the Router in the Rack at no additional cost to the Bank.			
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**Note:**

- a. All the above specifications & features of Router are to be supported from the day one of the installation of the Router unless stated otherwise.
- b. Bidder has to implement and showcase all the above Branch/ATM Router specifications / features. The Bidder only has to design necessary scenarios for POC purposes and bring Hardware/Software required at DC level, if required, for demonstration of any advanced features.
- c. In case any feature can't be implemented in live environment due to Technical non-feasibility / challenges in Bank's existing setup then bidder has to demonstrate and show the availability of the feature in the Equipments by showing the command sets / interfaces for the same. Bidder has to submit the demonstration in hard copy with Seal and Signature by authorized signatory.

Place :

Place :

Date :

Date :

Seal & Signature of Bidder Official	Seal & Signature of Bank NOC Official
Name of the Official	Name of the Official
Date :	Date :



## Appendix-I

### Business Rules and Terms & Conditions of Reverse Auction

Reverse Auction event will be carried out among the Technically Qualified Bidders, for providing opportunity to the Bidders to quote the price dynamically for the procurement for which RFP is floated

#### **A) Definitions:**

1. "Bank" means Canara Bank
2. "Service Provider" means the third party agency / company who has been selected by the Bank for conducting Reverse Auction. [M/s e-Procurement Technologies Ltd.]
3. "L1" means the Bidder who has quoted lowest price in the Reverse Auction process.
4. "L2" means the Bidder who has quoted second lowest price in the Reverse Auction process.

#### **B) Eligibility of Bidders to participate in Reverse Auction:**

1. Bidders who are technically qualified in terms of the relative Terms & Conditions of the RFP and accept the Business Rules, Terms & conditions of Reverse Auction and submit the undertakings as per **Appendix-I(1)** , can only participate in Reverse Auction related to the procurement for which RFP is floated. Bidders not submitting the above undertaking or submitting with deviations / amendments there to, will be disqualified from further evaluation / participation in the process of relevant procurement.
2. Bidders should ensure that they have valid digital certificate well in advance to participate in the Reverse Auction. Bank and / or Service Provider will not be responsible in case Bidder could not participate in Reverse Auction due to non-availability of valid digital certificate.

#### **C) Training:**

1. Selected vendors shall coordinate with our Bank/Our Service Provider [M/s e-Procurement Technologies Ltd.] for getting necessary details and reverse auction demos before commencement of live reverse auction process. Else, bidder not getting the required clarification / demos will do so at his own risk. The service provider for Reverse Auction and their contact details shall be shared with the selected bidders.

#### **D) Reverse Auction Schedule:**

1. The date & time of start of Reverse Auction and its duration of time will be informed to the eligible Bidders well in advance before the Reverse Auction date.
2. Bank reserves the right to postpone / change / cancel the Reverse Auction event even after its communication to Bidders without assigning any reasons there for.

#### **E) Bidding Currency:**

Bidding will be conducted in Indian Rupees (INR).

#### **F) Start Price (CAP Price):**

Bank will determine the Start Price (CAP Price) for Reverse Auction -

1. On its own and / or ✓
2. Evaluating the price band information called for separately from each eligible Bidder at appropriate time and / or ✓
3. based on the price bids received and if opened, Bank may determine the start price (CAP Price) on the basis of the lower quote received. ✓



### G) Decremental Bid Value:

1. The bid decrement value will be specified by Bank before the start of Reverse Auction event. It can be a fixed amount or percentage of Start Price (CAP Price) or both.
2. Bidder is required to quote his bid price only at a decremental value.
3. Bidder need not quote bid price at immediate next available lower level, but it can be even at 2/3/4 ..... level of next available lower level .

### H) Conduct of Reverse Auction event :

1. Reverse Auction will be conducted on a specific web portal meant for this purpose with the help of the Service Provider identified by the Bank. [M/s e-Procurement Technologies Ltd.]
2. Service Provider will make all necessary arrangement for fair and transparent conduct of Reverse Auction like hosting the web portal, imparting training/demo to eligible Bidders etc., and finally conduct of Reverse Auction.
3. Bidders will be participating in Reverse Auction event from their own office / place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by Bidder themselves.
4. Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of Reverse Auction irrespective of the cause.
5. For making the process of Reverse Auction and its result legally binding on the participating Bidders, Service Provider will enter into an agreement with each eligible Bidder, before the start of Reverse Auction event. Without this Bidder will not be eligible to participate in the event. The format of the agreement is as per the APPENDIX-I (3).
6. Bidders name will be masked in the Reverse Auction process and will be given random dummy names by the Service Provider.
7. Bidder / his authorized representatives will be given unique Login ID & Password by Service Provider. Bidder/his authorized representative will change the Password after the receipt of initial Password from Service Provider to ensure confidentiality. All bids made from the Login ID given to the Bidders will be deemed to have been made by the concerned Bidder/his company.
8. Reverse auction will be conducted as per English Reverse Auction with no tie where more than one Bidder cannot have identical bid price.
9. Any bid once made by the Bidder through registered Login ID & Password, the same cannot be cancelled. The Bidder is bound to supplies as per the RFP at the bid price of Reverse Auction.
10. Reverse Auction will normally, be for a period of ½ hour (i.e. 30 Minutes). If a Bidder places a bid price in last 10 minutes of closing of the Reverse auction, the auction period shall get extended automatically for another 10 minutes. No. of extension will be unlimited. In case there is no bid price in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension.  
(The time period of Reverse Auction & Maximum number of its extensions & time are subject to change and will be advised to eligible Bidders before the start of the Reverse Auction event.)
11. Bidder will be able to view the following on their screen along with the necessary fields in Reverse Auction:
  - i) Opening Price
  - ii) Leading / Lowest Bid Price in Auction (only total price)
  - iii) Last Bid Price placed by the respective Bidder.



12. During Reverse Auction, if no bid price is received within the specified time, Bank, at its discretion, may decide to revise Start Price (CAP Price) / Decremental Value / scrap the reverse auction process / proceed with conventional mode of tendering.

**I) Reverse Auction Process:**

1. At the end of Reverse Auction event Service Provider will provide the Bank all necessary details of the bid prices and reports of Reverse Auction.
2. Upon receipt of above information from Service Provider, Bank will evaluate the same and will decide upon the winner i.e. Successful Bidder.
3. Successful Bidder has to fax the duly signed filled-in prescribed format **Appendix-I (2)** as provided on case-to-case basis to Bank within 24 hours of Reverse Auction without fail. The Original signed **Appendix-I (2)** should be couriered so as to reach us within 48 hours of Reverse Auction without fail.
4. Any variation between the on-line Reverse Auction bid price and signed document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vender to conduct business with Bank as per prevailing procedure.
5. Successful Bidder has to give break-up of his last/lowest bid price as per Bill of Material at the end of Reverse auction event within 3 working days without fail.
6. Successful Bidder is bound to supply at their final bid price of Reverse Auction. In case of back out or not supply as per the rates quoted, Bank will take appropriate action against such Bidder and / or forfeit the Bid Security amount, debar him from participating in future
7. In case Bank decides not to go for Reverse Auction related to the procurement for which RFP is floated and price bids if any already submitted and available with Bank shall be opened as per Bank's standard practice.

**J) Bidder's Obligation:**

1. Bidder will not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly with other suppliers / Bidders
2. Bidder will not divulge either his Bid details or any other details of Bank to any other party without written permission from the Bank.

**K) Change in Business Rules, Terms & Conditions of Reverse Auction:**

1. Bank reserves the right to modify / withdraw any of the Business rules, Terms & conditions of Reverse Auction at any point of time.
2. Modifications of Business rules, Terms & conditions of Reverse Auction will be made available on website immediately.
3. Modifications made during the running of Reverse Auction event will be advised to participating Bidders immediately.





Appendix-I (1)

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

To,  
Canara Bank , DIT Wing, Head Office, Bengaluru

Date : -----

Acceptance of Reverse Auction Business Rules and Terms & conditions in respect of  
Tender / RFP Ref. No. \_\_\_\_\_ Dated \_\_\_\_\_ For procurement of  
\_\_\_\_\_

=====

We refer to the captioned subject and confirm that -

- 1) The undersigned is our authorized representative.
- 2) We have accepted and abide by all Terms of captioned Tender documents and Business Rules and Terms & conditions of Reverse Auction for the procurement for which RFP is floated.
- 3) Bank and Service Provider shall not be liable & responsible in any manner whatsoever for my / our failure to access & bid in Reverse Auction due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 4) We understand that in the event we are not able to access the auction site, we may authorize Service Provider to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either Bank or Service Provider regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
- 5) I / We do understand that Service Provider may bid on behalf of other Bidders as well in case of above mentioned exigencies.
- 6) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
- 7) We will participate in Reverse Auction conducted by \_\_\_\_\_ (name of Service Provider) and agree to enter into an agreement with him (Service Provider) for making the process of Reverse Auction and its result legally binding on us.
- 8) We will fax duly signed filled-in prescribed format (**Appendix-I (2)**) as provided on case-to-case basis, to Bank within 24 hours of end of Reverse Auction without fail.
- 9) We will give break-up of our last / lowest bid price as per Bill of Material at the end of Reverse Auction event within 48 hours without fail.
- 10) We undertake to supply at our final lowest bid price of Reverse Auction. In case of back out or not supply as per the rates quoted by us, Bank is free to take appropriate action against us and / or forfeit the Bid Security amount, debar us from participating in future tenders.
- 11) We nominate our official Shri \_\_\_\_\_ Designation \_\_\_\_\_ of our company to participate in Reverse Auction. We authorize Bank to issue USER ID & PASSWORD to him. His official e-mail & contact number are as under -  
Email: \_\_\_\_\_  
Mobile: \_\_\_\_\_

-----  
- Signature with company seal:

Name of Authorized Representative :  
Designation:  
Email :  
Mobile :  
Tel. No:  
Fax No.:



Appendix-I(2)

( To be submitted / faxed by Successful Bidder of Reverse Auction within 24 hours from the end of Reverse Auction event)

To,  
Canara Bank , DIT Wing, HO, Bengaluru

Date : -----

Sir,  
Final / Lowest Bid Price quoted in Reverse held on \_\_\_\_\_ in respect of Tender / RFP Ref. No. \_\_\_\_\_ Dated \_\_\_\_\_ For procurement of \_\_\_\_\_

=====

We confirm that the final total bid price quoted by us in the captioned Reverse Auction event for captioned tender is as under - Rs. ( in figure) : \_\_\_\_\_  
Rs. ( in words) : \_\_\_\_\_ ( We confirm that -

- 1) [ ] We enclose herewith the detailed break-up of above price as per Bill of Material OR [ ] We undertake to give detailed break-up of above bid price as per Bill of Material within 48 hours from the end-of Reverse Auction event.
- 2) Any variation between the on-line Reverse Auction bid price quoted by us and this document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vender to conduct business with Bank as per prevailing procedure. In such case Bank is free to take appropriate action and / or forfeit the Bid Security amount and / or debar him from participating in future
- 3) We are bound to supply at the above final bid price of Reverse Auction.
- 4) We note that in case of back out or not supply as per the above rates quoted by us, Bank will take appropriate action against us and / or forfeit our Bid Security amount and / or debar him from participating in future

Signature with company seal :  
Name of Authorized Representative :  
Designation :  
Email :  
Mobile :  
Tel. No:  
Fax No:





Appendix-J  
Authorization Letter Format

(To be presented by the authorized person at the time of opening of Eligibility Criteria Bid/Technical Proposal/ Commercial Bid (Indicative) on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company)

Ref No:

Date:

The Deputy General Manager,  
Canara Bank,  
Asset Procurement & Management Group,  
Department of Information and Technology,  
Naveen Complex, 14 M G Road,  
Bengaluru - 560 001 Karnataka

Dear Sir,

**SUB: RFP for Supply, Installation, Commissioning and Maintenance of Routers and other items in Canara Bank.**

**Ref: Your RFP 03/2018-19 dated 07/05/2018**

This has reference to your above RFP.

Mr. /Miss/Mrs. \_\_\_\_\_ is hereby authorized to attend the bid opening of the above RFP on \_\_\_\_\_ on behalf of our organization.

The specimen signature is attested below:

\_\_\_\_\_  
Specimen Signature of Representative

\_\_\_\_\_  
Signature of Authorizing Authority

\_\_\_\_\_  
Name & Designation of Authorizing Authority

**NOTE: This Authorization letter is to be carried in person at the time of Bid Opening**

