

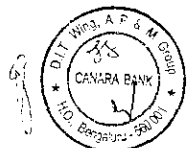
REQUEST FOR PROPOSAL [RFP]
FOR
**“SELECTION OF VENDOR FOR CONDUCTING PRE-DISPATCH
INSPECTION OF IT HARDWARE AND RELATED EQUIPMENTS”**

Issued by: Canara Bank,
AP&M Group, 1st Floor,
DIT Wing, Naveen Complex,
14, MG Road, Bengaluru -560 001



Bid Details in Brief

Sl. No.	Description	Details
1.	RFP No. and Date	RFP 04/2018-19 dated 25/05/2018
2.	Brief Description of the RFP	Selection of Vendor for Conducting Pre-Dispatch Inspection of IT Hardware and Related Equipments.
3.	Bank's Address for Communication and Submission of Tender	Deputy General Manager Canara Bank, AP&M Group, 1st Floor, DIT Wing, HO (Annex) Naveen Complex, 14 MG Road, Bengaluru -560 001
		Tel - 080-25590070, 25584033 Fax- 080-25596539 Email: hoditapm@canarabank.com Senior Manager, Asset Procurement & Management Group
4.	Date of Issue	25/05/2018, Tuesday
5.	Last Date of Submission of Queries for Pre Bid Meeting	02/06/2018, Saturday, 3.00 PM
6.	Date of Pre Bid Meeting	04/06/2018, Monday, 3.00 PM
7.	Last Date of Submission of Bids	18/06/2018, Monday upto 3.00 PM
8.	Date and time of Opening of Part A- Conformity to Eligibility Criteria.	18/06/2018, Monday, 3.30 PM
9.	Date and time opening of Technical Bid Part-B/Indicative price/Commercial bid/ Reverse Auction	Will be intimated at a later date.
10.	Application Fees (Not Refundable)	Rs.11,800/- (10000 Application Money and 18% GST)
11.	Earnest Money Deposit(Refundable)	Rs.1,00,000/-
<p>This document can be downloaded from Bank's website http://canarabank.com/english/announcements/tenders. In that event, the bidders should pay the Application Fee for tender document by means of DD drawn on any scheduled Commercial Bank for the above amount in favour of Canara Bank, payable at Bengaluru and submit the same along with the Bid document.</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 require. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. Canara Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder require. Canara Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.

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

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

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 and Service 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.	MSME	Micro Small & Medium Enterprises
12.	NEFT	National Electronic Funds Transfer
13.	NI Act	Negotiable Instruments Act
14.	OS	Operating System
15.	PDI	Pre Dispatch Inspection
16.	PERT	Project Execution and Review Technique
17.	RFP	Request For Proposal [Interalia the term 'Tender' is also used]
18.	RTGS	Real Time Gross Settlement



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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 is having DIT Office at Naveen Complex, No.14, M G Road, Bengaluru-560001. The Bank is having pan India presence of more than 6200 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 Selection of Vendor for Conducting Pre-Dispatch Inspection of IT Hardware and Related Equipments.
- 2.3. 'Bidder' means a vendor submitting the proposal in response of this RFP.
- 2.4. 'Solution' means Selection of Vendor for Conducting Pre-Dispatch Inspection of IT Hardware and Related Equipments 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:

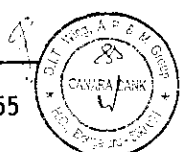
Bank purchases various IT Hardware and Software items for its Branches/Offices. Bank wishes to select a Vendor for Conducting Pre-Dispatch Inspection of IT Hardware and Related Equipments. Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for Selection of Vendor for Conducting Pre-Dispatch Inspection of IT Hardware and Related Equipments as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.

4. Objective

Bank proposes to select a Vendor for Conducting Pre-Dispatch Inspection of IT Hardware and Related Equipments as per the Terms & Conditions and Scope of Work described elsewhere in this document. Period of engagement for the above service will be for Three (3) years from date acceptance of LOI.

5. Eligibility Criteria:

- 5.1. A Vendor submitting the proposal in response to this RFP shall hereinafter be referred to as 'Bidder' and Selection of Vendor for Conducting Pre-Dispatch Inspection of IT Hardware and Related Equipments in the Bank shall hereinafter be referred as "Solution".



5.2. Interested Bidders, who can conduct pre dispatch inspection of It hardware/software and related items specified in the RFP and meeting the following Eligibility Criteria in Annexure-3 may respond.

6. Requirement Details:

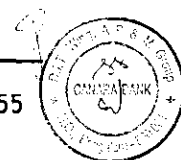
Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for Selection of Vendor for Conducting Pre-Dispatch Inspection of IT Hardware and Related Equipments as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document. IT Hardware & Related items for which PDI will be conducted is furnished below:

Sl.No.	Name of the IT Assets
a.	PCs (Desktop Computers, All in one, Thin Client)
b.	Laptops (Notebook Computers)
c.	Tablet Computers
d.	Servers Intel/Xeon or equivalent
e.	Printers(DotMatrix/Laser/Deskjet/Passbook/multitasking/Barcode/Cash Receipt, etc.,)
f.	Enterprise level servers of M/s Oracle, M/s IBM, M/s HP etc.,
g.	Switches
h.	Routers
i.	Scanners (Flat Bed)
j.	Scanners (CTS scanners)
k.	Modems
l.	Racks
m.	VSATs
n.	Video Conference Equipment, IP Telephony, DVR Systems
o.	KIOSKs (Cheque Acceptor/Cash Acceptor/Passbook Printing Kiosk, etc.)
p.	ATMs/Cash Dispensers
q.	Cash Recycler
r.	POS (Point of Sale Terminals)/Micro ATMs/ Handheld Machines for correspondent/Agents
s.	Storage infrastructure
t.	Firewall and security appliances

The quantity specified in the Bill of material is for one year and it is only indicative. However, order will be issued by the Bank based on the requirement of PDI and accordingly, payment will be released for the quantity specified in the order from time to time.

7. Scope of Work:

- 7.1. The bidder should conduct Pre-Dispatch Inspection of the Hardware at vendor's factory or any other place as agreed by the Bank, before the delivery of such items to the Bank.
- 7.2. PDI is to be conducted as per the quantum specified by the Bank.
- 7.3. The bidder should visit the vendor's factory on a pre-determined date and conduct Inspection of proposed hardware items to be procured.
- 7.4. The Bank at its discretion may depute its officials for the Inspection of Hardware along with the Bidder's representative/s.
- 7.5. The bidder's responsibility is to inspect the hardware items as per the specifications given and ensure quality of each item.



- 7.6. The bidder should provide detailed inspection procedure and date of inspection within one week of indicating readiness by the hardware/software supplying vendor.
- 7.7. Pre-Dispatch inspection of IT related Hardware item is to be conducted that are to be procured by the Bank from time to time as per the requirements of the Bank.
- 7.8. **Project Completion and Management:**
- 7.8.1. 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.
- 7.8.2. Project implementation team should be conversant with local rules and conditions to resolve the issues, if any.

B.BID PROCESS

8. Application Money:

- 8.1. This document can be downloaded from Bank's website <http://canarabank.com/english/announcements/tenders>. In that event, the bidders should pay the Application Money of Rs.11,800/- (non-refundable) (10000/- Plus GST) 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 along with Part A-Conformity to Eligibility Criteria.
- 8.2. Submission of the Application Money in other than "Part-A-Conformity to the Eligibility Criteria" is liable to be rejected on grounds of non-payment of the Application Money.
- 8.3. 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.

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 seek clarification in writing in the same serial order of that of the RFP by mentioning the relevant page number and clause number of the RFP as per format provided under Appendix-F.
- 9.2. All communications regarding points requiring clarifications and any doubts shall be given in writing to the Deputy General Manager, Canara Bank, DIT Wing, HO (Annex), 14 MG Road, Naveen Complex, Bengaluru-01 or an email can be sent to hoditapm@canarabank.com by the intending bidders before 03:00 PM on 02/06/2018 (Saturday).
- 9.3. No queries will be entertained from the bidders after the above date and time.
- 9.4. The Bank will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's website (www.canarabank.com) 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.
- 9.5. 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 as scheduled below to clarify any point/doubt raised by them in respect of this RFP.

Date	Day	Time	Venue
04/06/2018	Monday	3.00PM	Canara Bank, Conference Hall, II Floor, DIT Wing, HO(Annex), Naveen Complex, 14 M.G Road, Bengaluru 560001.

No separate communication will be sent for this meeting. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested bidders shall be present during the scheduled time. In this connection, Bank will allow a maximum of 2 representatives from each Bidder to participate in the pre-bid meeting.

- 10.2. Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 10.3. Bank will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the Bidders in the meeting.
- 10.4. The Bank will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's website (www.canarabank.com) and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.
- 10.5. Non reply to any of the queries raised by the vendors during pre-bid Meeting shall not be considered as acceptance of the query/issue by the Bank.

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 (i.e. www.canarabank.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 format for submission of Conformity to Eligibility Criteria is as per Appendix-A.
- 12.2. **Part B-Technical Proposal:** Indicating the response to the Technical and Functional requirement specification of Selection of Vendor for Conducting Pre-



Dispatch Inspection of IT Hardware and Related Equipments in our Bank. The format for submission of Technical Proposal is as per Appendix-B.

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

13. Preparation of Bids:

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

13.1.1. The three parts as stated above, should be placed in three separate envelopes superscribed with 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid' respectively and properly closed and sealed. Thereafter, all the three envelopes shall be placed inside another envelope and properly closed and sealed. The final envelope should be superscribed as "Offer for Selection of Vendor for Conducting Pre-Dispatch Inspection of IT Hardware and Related Equipments in response to RFP 04/2018-19 dated 25/05/2018" (includes separately sealed 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') on the top of the envelope. All the envelopes shall bear the name and complete postal address of the bidder as well as the addressee, namely the Deputy General Manager, Canara Bank, AP&M Group, DIT Wing, First Floor, Naveen Complex, 14 M G Road, Bengaluru - 560 001.

13.1.2. All the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be paginated with Name, Seal and Signature of the Authorized Signatory. Bids with erasing / overwriting / cutting are without authentication will be liable for rejection. Authorization letter for signing the Bid documents duly signed by Company's Authorized signatory should be submitted.

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

13.2. Part A- Conformity to Eligibility Criteria:

13.2.1. Before submitting the bid, the bidders should ensure that they confirm the eligibility criteria as stated in Clause-5 & Annexure-3 of RFP. Only after satisfying themselves of the eligibility, the Offer should be submitted.

13.2.2. The Conformity to Eligibility Criteria as per Annexure-3 among others, must contain Demand Draft towards the Application Money as per the Clause 8.1 above and EMD/ Bank Guarantee in lieu of EMD as per Appendix-E of Instructions of this document. The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for, as per Appendix-A.

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



13.2.4. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as “PART A-Conformity to Eligibility Criteria for RFP 04/2018-19 dated 25/05/2018 for Selection of Vendor for Conducting Pre-Dispatch Inspection of IT Hardware and Related Equipments”.

13.3. Part B-Technical Proposal:

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

13.3.2. 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.

13.3.3. **Masked Bill of Material must be attached in Technical Offer and should not contain any price information.** The Part B-Technical Proposal should be complete and should cover all products and services.

13.3.4. Masked commercial bid which does not follow the below instruction will make Bid liable for rejection:

13.3.4.1. Should be replica of Commercial Bid except that it should not contain any price information (with Prices masked).

13.3.4.2. It should not provide any price information like, unit price, tax percentage, tax amount etc.

13.3.5. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as “PART B-Technical Proposal for RFP 04/2018-19 dated 25/05/2018 for Selection of Vendor for Conducting Pre-Dispatch Inspection of IT Hardware and Related Equipments”.

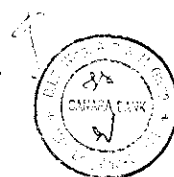
13.4. Part C-Commercial Bid:

13.4.1. Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. The Commercial Bid should give all relevant price information as per **Annexure-14**. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.

13.4.2. Under no circumstances the Commercial Bid should be kept in Part-A (i.e., Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) Covers. The **placement of Commercial Bid in Part A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) covers will make bid liable for rejection.**

13.4.3. The Bill of Material must be attached in Technical Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal and Commercial Bid, **except that the Technical Proposal should not contain any price information (with Prices masked).** Technical Proposal without masked Bill of Materials will be liable for rejection. Any change in the Bill of Material format may render the bid liable for rejection.

13.4.4. 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.



13.4.5. 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.

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

13.4.7. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as "PART C- Commercial Bid for RFP 04/2018-19 dated 25/05/2018 for Selection of Vendor for Conducting Pre-Dispatch Inspection of IT Hardware and Related Equipments"

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

14.1. The Bidder shall furnish Non interest earning Earnest Money Deposit (EMD) of Rs.1,00,000/- (Rupees One Lakh Only) by way of Demand Draft drawn on any scheduled bank in favour of Canara Bank, payable at Bengaluru and should be kept along with the Part-A - Conformity to Eligibility Criteria.

14.2. 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.

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

14.4. 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. The EMD of Technically Qualified bidders will be returned upon the selected bidder accepting the order and furnishing the performance guarantee.

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

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

14.5.2. If the selected bidder fails to accept the purchase order within 7 days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the RFP.

15. Documentation:

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

16. Costs & Currency:

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



17. Erasures or Alterations:

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

18. 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.

19. Submission of Bids:

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

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

Last Date of submission of Bid	Day	Time	Venue
18/06/2018	Monday	Upto 3.00 PM	Canara Bank, First Floor, DIT Wing, HO(Annex) Naveen Complex, 14 M.G Road, Bengaluru 560001.

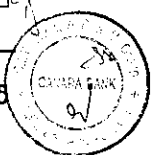
19.3. If the last day of submission of bids is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the last day for submission of the RFP. The Bid/s which is/are deposited after the said date and time shall not be considered.

19.4. Bides sent through post/courier will not be accepted/evaluated. No offer will be accepted directly.

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

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

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



19.7. In case bid documents are too bulky to be placed inside the tender box, arrangements will be made by the above mentioned officials to receive the tender. However, bidder should reach the venue before the date and time stipulated as per above clause 19.2.

20. Bid Opening:

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

Date	Day	Time	Venue
18/06/2018	Monday	Up to 3.30PM	Canara Bank, Conference Hall, II Floor, DIT Wing-HO(Annex), Naveen Complex, 14 M.G Road, Bengaluru 560001.

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

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

20.2. 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.

20.3. The Bidders may note that no further notice will be given in this regard. Further, in case the bank does not function on the aforesaid date due to unforeseen circumstances or declared as holiday then the bid will be accepted up to 3.00 PM on the next working day and bids will be opened at 3:30 PM at the same venue on the same day.

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

20.4.1. Name of the Bidders.

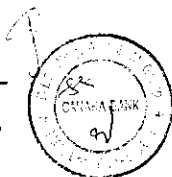
20.4.2. Presence or absence of Cost of the Bidding Document and Bid Security.

20.4.3. Such other details as the Bank at its discretion may consider appropriate.

20.5. 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 - Technical Proposal in their absence.

20.6. The Part A-Conformity to Eligibility Criteria submitted by the bidder will be evaluated based on the Eligibility Criteria and other documents 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.

20.7. The Commercial Bid of only those bidders who are qualified in Part-B Technical Proposal will be opened for evaluation and arriving at L1.



C. SELECTION OF BIDDER

21. Preliminary Scrutiny:

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

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.

22. Clarification of Offers:

22.1. 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.

22.2. 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.

23. Evaluation of Bid:

23.1. The Bank will evaluate the bid submitted by the bidders under this RFP. The Part A- Conformity to Eligibility Criteria submitted by the bidder will be evaluated based on Clause-5 & Annexure-3 of RFP. The Part B-Technical Proposal of only those bidders who qualified in Part A- Conformity to Eligibility Criteria, will be opened with due communication by the Bank. The Commercial Bid of only those bidders who qualified in Part B-Technical Proposal will be reckoned for evaluation purpose.

23.2. 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.

24. Normalization of Bids:

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

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

OR

24.1.2. Revised submissions of the entire bid in the whole

24.2. The Bank can repeat this normalization process at every stage of bid submission till Bank is satisfied. The shortlisted bidders agree that, they have no reservation



or objection to the normalization process and all the technically shortlisted bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process.

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

25. 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. The names of qualified bidders at each stage would be announced on the Bank's website (i.e. www.canarabank.com)/Notice Board. Commercial Bids of only qualified bidders shall be opened. Final list of the bidders (L1, L2, L3....etc) will be announced as indicated above. No separate intimation will be sent to successful Bidder.

26. Correction of Error In Commercial Bid:

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

- 26.1. Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.
- 26.2. 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.
- 26.3. If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
- 26.4. 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
- 26.5. 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.
- 26.6. If the bidder does not accept the correction of errors, the bid will be rejected.

27. Determination of L1 Price:

- 27.1. L1 Price will be determined after giving effect to arithmetical correction, if any.
- 27.2. Bidder has to quote inspection charge per item for each item described in the requirement details. Bank will be arriving at cumulative of all the line items quoted by the bidder.
- 27.3. The L1 bidder will be determined on the basis of the lowest price quoted in the Bill of Material as per Annexure-14 of this RFP.
- 27.4. 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.
- 27.5. Price ranking as L1, L2, L3 and soon will be determined based on Commercial Bid submitted by the Bidders.
- 27.6. 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/reject any bid in whole or in part.

28. Government of India Guidelines On Purchase Preference:

28.1. 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

28.1.1. This MSEs should have registered with :

28.1.1.1. District Industries Centres or

28.1.1.2. Khadi Village Industries Commission or

28.1.1.3. Khadi & Village Industries Board or

28.1.1.4. Coir Board or National Small Industries Corporation or

28.1.1.5. Directorate of Handicrafts & Handloom or

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

28.1.2. MSEs participating in tenders, quoting price within price band of L1+15% shall also be allowed to provide a portion of required services by bringing down their price to L1 in a situation where L1 price is from someone other than MSE & such MSE shall be allowed to provide service upto 20% of total tendered value. In case of more than one such MSE, the services shall be shared proportionately according to the tendered quantity.

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

28.1.4. Special provisions for MSEs owned by SC or ST Entrepreneurs-

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.

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

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

28.1.7. 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.

28.2. 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.

28.3. The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.

29. Bid Validity Period:

The Offer submitted and the prices quoted therein shall be valid for 180 days from the date of opening of Commercial Bid. Bid valid for any shorter period shall be rejected by the Bank.

30. Proposal Ownership:

The proposal and all supporting documentation submitted by the bidder shall become the property of the Bank. As the Bidder's proposal is central to the evaluation and



selection process, it is important that, the bidder carefully prepares the proposal as per the prescribed format only. Under no circumstance, the format can be changed, altered or modified. Bidders must provide categorical and factual replies to specific questions. Bidders may provide additional technical literature relating to their proposal but in a separate Annexure. Correct and current technical details must be completely filled in. The Appendices/Annexures to this RFP shall form integral part of the RFP.

31. Project Ownership:

If the bidder is offering solutions/products from other bidders/principals, as required in this RFP, they shall detail the responsibilities of the parties involved and also submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the project. The bidder must specify any and all relationships with third parties in respect of the ownership and also maintenance & support of all hardware and software related to Selection of Vendor for Conducting Pre-Dispatch Inspection of IT Hardware and Related Equipments which are relevant to this RFP.

32. Acceptance of Offer:

- 32.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 32.2. The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.
- 32.3. 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.
- 32.4. 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.

33. Award of Contract:

- 33.1. The bidder who is L1 as per above clause no. 27 will be referred to as the selected bidder and Bank will notify the name of the selected bidder by display in the Notice Board of the Bank.
- 33.2. The contract shall, be awarded and the letter of intent will be given to L1 Bidder. Order will be placed on selected L1 Bidder whenever PDI is required from time to time.
- 33.3. The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the bidder.
- 33.4. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.

D. TERMS AND STIPULATIONS.

34. Effective Date:

The effective date shall be date of acceptance of Letter of Intent (LOI) given to the selected Bidder. However, the bidder shall submit the acceptance of LOI within seven



days from the date of receipt of LOI. The Bank reserves the right to consider the late acceptance of the LOI, if any, at its discretion.

Failure to accept the LOI within seven days from the date of receipt of the EOI, makes the EMD liable for forfeiture at the discretion of the Bank.

35. Project Execution:

The Bank and the selected bidder shall nominate a Project Manager each immediately on acceptance of the LOI, 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.

36. Execution of Agreement:

36.1. Within 21 days from the acceptance of LOI, 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.

36.2. 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.

37. Penalties/Liquidated Damages:

37.1. Liquidated Damages for non-performance: If the selected Bidder fails to start the PDI on the date fixed, penalty of Rs.500/- per day will be levied till start of PDI.

37.2. If the selected Bidder fails to complete the PDI within the agreed period, penalty of Rs.500/- per day will be levied for every calendar day in excess of agreed period for completing the PDI.

37.3. However the total Penalty/LD to be recovered under above clauses 37.1 and 37.2 shall be restricted to 5% of the total value of the order.

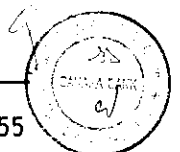
37.4. The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Orders. Levying Liquidated damages is without prejudice to the Bank's right to levy any other penalty where provided for under in the contract.

37.5. All the above LDs are independent of each other and are applicable separately and concurrently.

37.6. LD is not applicable for the reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the Bidder to prove that the delay is attributed to the Bank or Force Majeure. The Bidder shall submit the proof authenticated by the Bidder and Bank's official that the delay is attributed to the Bank or Force Majeure along with the bills requesting payment.

37.7. If the delay is attributable to the Bank or Force Majeure or any other circumstances beyond the control of the Bidder then the Bank will extend the period of PDI to the extent of delay without charging any Liquidated Damage.

38. Pricing & Payments:



- 38.1. The Price offered to the Bank must be in Indian Rupees inclusive of all Taxes, but Exclusive of GST (CGST/SGST). The Vendor has to quote the applicable GST separately in the Bill of Material.
- 38.2. Logistic Expenses like traveling/lodging/boarding expenses will be paid (in case of outside inspection) on actuals subject to production of bills/vouchers and not exceeding the rules applicable for traveling/lodging/boarding allowance applicable to Scale II officer of the Bank.
- 38.3. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract.
- 38.4. Applicable GST will be paid at actual.

39. Payment Terms:

The following terms of payment shall be applicable to this contract.

- 39.1. Bank will not pay any advance.
- 39.2. 100% payment upon successfully completion of inspection of Hardware items ordered for the particular lot and submission of report on that effect shall be released on submission of the following documents:
- 39.2.1. Letter from the Bidder for having conducted and completed the inspection of IT Hardware as per Bank's request.
- 39.2.2. Inspection report as per the format mutually agreed by the bank and the bidder. (which will be provided to the selected bidder)
- 39.2.3. Invoice giving full details of event, date of event etc.
- 39.2.4. Request letter for release of the payment.
- 39.3. Payment shall be made by the bank at contracted rates on completion of each event on receipt of proper invoice and other documents as mentioned in above clause 39.2.
- 39.4. The payments will be released only through NEFT / RTGS and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.
- 39.5. The payment will be released after deducting applicable TDS.

40. Security Deposit / Performance Bank Guarantee:

- 40.1. The successful bidder/s should submit a Security Deposit / Performance Guarantee for Rs. 1,00,000/- within 15 days from the date of acceptance of the Purchase Order/ Letter of Intent / Notification of Award.
- 40.2. 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 Three 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.
- 40.3. If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above, penalty at Rs.500/- for each completed calendar week of delay



or part thereof will be deducted from the payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to Rs.5000/-.

- 40.4. Security Deposit should be submitted by way of DD drawn on Canara Bank payable at Bangalore / Bank Guarantee may be obtained from any of the Scheduled Banks (Other than Canara Bank). However it should be as per the bank's format as per APPENDIX-D.
- 40.5. Security Deposit/Performance Bank Guarantee should be valid for Three years from the date of acceptance of LOI and shall be retained till the completion of contract period. The guarantee should also contain a claim period of Three months from the last date of validity.
- 40.6. 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.
- 40.7. The security deposit / bank guarantee will be returned to the bidder on completion of Warranty Period.
- 40.8. 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.

41. Payment of Agreed Price for the services rendered:

If any of the items/activities as mentioned in the price bid and as mentioned in Annexure-14 are not taken up by the Bank during the course of this assignment, the Bank will not pay the contracted agreed price quoted/agreed by the selected bidder in the Price Bid against such activity/item.

42. Subcontracting:

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

43. Order Cancellation/Termination of Contract:

43.1. The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:

43.1.1. Delay in inspections for IT Hardware and related items in the specified period.

43.1.2. Serious discrepancies noted in the inspection.

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

43.2. 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:

43.2.1. Non submission of acceptance of order within 7 days of order.

43.2.2. Excessive delay in execution of order placed by the Bank.

43.2.3. The selected bidder commits a breach of any of the terms and conditions of the bid.

43.2.4. The bidder goes in to liquidation voluntarily or otherwise.



- 43.2.5. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
- 43.2.6. The progress made by the selected bidder is found to be unsatisfactory.
- 43.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- 43.3. Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services.
- 43.4. In case the selected bidder fails to inspect the IT Hardware and related Items as per stipulated schedule, the Bank reserves the right to get it inspected alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days prior notice to the bidder.
- 43.5. 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 to carry out 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.
- 43.6. 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.
- 43.7. 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.

E. GENERAL CONDITIONS:

44. Intellectual Property Rights:

- 44.1. 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.
- 44.2. 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.

44.3. 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.

44.4. 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.

45. Roles & Responsibility during Project Implementation:

45.1. All the deliverables required for conducting PDI shall be taken care by the selected Bidder.

45.2. 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.

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

46. Indemnity:

46.1. 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:

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

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

46.2. 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 services provided by them.

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

46.2.2. The limits specified above said clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss of damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.



46.2.3. 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 be Bank be liable for any payment or claim or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.

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

47. 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.

48. Assignment:

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

48.2. 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.

49. 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.

50. Confidentiality and Non-Disclosure:

50.1. 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-7.

50.2. No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means is strictly prohibited.

51. Amendments to LOI/Purchase Order:

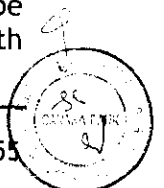
Once LOI/purchase order is accepted by the bidder, no amendments or modifications of order and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing.

52. Amendments to the Agreement:

Once agreement are executed with the bidder, no amendments or modifications of Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing.

53. General Order Terms:

Normally, the Order will be placed on the successful bidder as per the details given in the bid document. But, if there is any change in name/address/constitution of the bidding Firm/Company at any time from the date of bid document, the same shall be informed by the bidders to the Bank immediately. This shall be supported with



necessary documentary proof or Court orders, if any. Further, if the bidding Firm/Company is undergoing any re-organisation/restructuring/merger/demerger and on account such a change the Firm/Company is no longer performing the original line of business, the same shall be informed to the Bank. There shall not be any delay in this regard. The decision of the Bank to place orders or otherwise under such situation shall rests with the Bank and the decision of the Bank is final.

54. 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.

55. Responsibility for Completeness:

55.1. Bidder has to complete the PDI in all respect and give the reports as per the term and conditions of the Order/LOI based on the specifications of the Items being procured by the Bank.

56. Responsibilities of the Bidder:

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

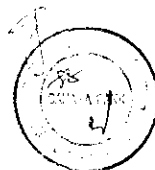
56.1. The Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition.

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

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

56.4. 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.

56.5. 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 proposed Bidder solution requirements. The Bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the



performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfill all the terms and conditions of this RFP.

57. Force Majeure:

- 57.1. 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.
- 57.2. 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.
- 57.3. 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.
- 57.4. 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.

58. Corrupt and Fraudulent Practices:

- 58.1. 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:
- 58.2. "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
- 58.3. "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.
- 58.4. 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.
- 58.5. 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.
- 58.6. 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.
- 58.7. Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, Bid comparison or contract award may result in not rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the



employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.

58.8. The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for Selection of Vendor for Conducting Pre-Dispatch Inspection of IT Hardware and Related Equipments by the Bank.

59. 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.

60. 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.

61. Responsibilities of Selected Bidder:

61.1. 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 Contract period.

61.2. The Bank will call for Audited Balance Sheet of the selected Bidder at any point of time during contract period and the selected Bidder shall provide the same.

61.3. The selected bidder shall submit updated Escalation Matrix for the product/services on a Half-Yearly basis as at the end of 31st March and 30th September during contract period.

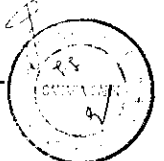
62. Human Resource Requirement:

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

62.1. 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.

62.2. 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.

62.3. 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.

62.4. 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.

62.5. 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.

62.6. 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.

63. Legal Disputes and Jurisdiction of the court:

63.1. 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.

63.2. 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 this RFP/contract agreement shall be governed by the laws of India.


DEPUTY GENERAL MANAGER




Annexure-1

Checklist

Sl. No.	Particulars	Vendor Response [Yes/No]
1.	Whether Cost of the Tender document (Demand Draft payable at Bengaluru) is submitted along with the Part A-Conformity to Eligibility Criteria?	
2.	Whether EMD / Bank guarantee Submitted in the Part A-Conformity to Eligibility Criteria?	
3.	Whether the Bid is authenticated by authorized person? Copy of Power of Attorney or Authorization letter from the company authorizing the person to sign the bid document to be submitted in Part A-Conformity to Eligibility Criteria?	
4.	Whether all pages are authenticated with signature and seal (Full signature to be affixed and not initials).Erasures / Overwriting / Cutting / Corrections authenticated Certification / Undertaking is authenticated?	
5.	Whether Call log in Procedure, Preventive and Break down/Corrective Maintenance is provided?	
6.	Whether address of Office on which order has to be placed is indicated in Annexure-4	
7.	Whether ensured that, the separately sealed envelopes containing Part A-Conformity to Eligibility Criteria, Part B-Technical Proposal and Part-C Commercial Bid for Selection of Vendor for Conducting Pre-Dispatch Inspection of IT Hardware and Related Equipments in our Bank are placed and sealed in another big envelope super scribed as per RFP instructions. The Name of the Bidder and Due date of the RFP is specified on the top of the	
8.	Whether ensured Indexing of all Documents submitted with page numbers?	
9.	Whether replica of Price Bid (Masked price bid) as per Bill of Material is submitted in Part-B Technical Proposal.	

Vendors to verify the above checklist and ensure accuracy of the same before submission of the bid.

Checked for accuracy

Date

Signature with seal

Name :

Designation :



Annexure-2

Bid Covering letter

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 Selection of Vendor for Conducting Pre-Dispatch Inspection of IT Hardware and Related Equipments.

Ref: Your RFP 04/2018-19 dated 25/05/2018

Having examined the tender document including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer inspection services for IT Hardware in conformity with the said tender in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

We agree to abide by this offer till 3 years from the date of opening of commercial bid.

- a) We enclose a Demand Draft favouring 'Canara Bank payable at Bengaluru'/Bank Guarantee as per APPENDIX-E for Rs.1,00,000/- as Non-interest Earning refundable deposit/EMD.

OR

- b) We are a MSME Bidder and we have submitted the requisite certificate.

We accept all the Instructions, Terms & 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 :



Eligibility Criteria Declaration

The Deputy General Manager
Canara Bank
APM Group - DIT Wing
HO: BENGALURU

SUB: RFP for Selection of Vendor for Conducting Pre-Dispatch Inspection of IT Hardware and Related Equipments.

Ref: Your RFP 04/2018-19 dated 25/05/2018.

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Eligibility Criteria.

Sl. No.	Eligibility Criteria	Documents to be submitted with this RFP	Bidder's Response
a.	The Bidder should be a registered Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013.	Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company OR Certificate of incorporation in case of Private Limited Company, issued by the Registrar of Companies.	
b.	The Bidder should have the experience of having conducted Pre-Dispatch Inspection of IT Hardware Items including Servers/ATM/ All In One Computers/Desktop Computers/Routers/Network Switches/Printers/Scanners etc., in at least One Scheduled commercial Bank/PSU.	Copy of executed order/s to be submitted.	
c.	The Turnover of the Bidder should be minimum Rs.25 lakhs during each of the last three financial years (2014-15, 2015-16 and 2016-17).	Copy of Audited Balance sheet for 3 financial years (2014-15, 2015-16 and 2016-17).	
d.	The bidder should have at least one employee on their pay rolls on permanent basis with graduate qualification in Electronics / Computer Science & Two years domain experience in conducting Pre-Dispatch Inspection of IT hardware) professionals.	Details of employees with Qualification and experience should be attached.	
e.	The Bidder should have minimum experience of 2	Proof of conducting PDI such as Purchase Order, Contract Agreement,	



	years (up to 31/03/2018) in Conducting Pre-Dispatch Inspection of IT Hardware.	etc.	
f.	The Bidder should not be a blacklisted/debarred company as on date of submission of RFP by any Government Entity/Bank or Financial Institutions.	Self-declaration has to be provided to this effect from the Bidder on their letter head.	

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 :

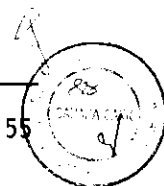


Applicant's Profile

SUB: RFP for Selection of Vendor for Conducting Pre-Dispatch Inspection of IT Hardware and Related Equipments.

Ref: Your RFP 04/2018-19 dated 25/05/2018

Sl. No	Particulars	Details
a)	Name of the Company	
b)	Constitution	
c)	Date of Establishment/Incorporation	
d)	Address (Order to be placed on which Office) Registered Office Corporate Office	
e)	Telephone No FAX No E-mail Address Website	
f)	Sales Turnover. 2014-2015 2015-2016 2016-2017	
g)	Domestic Customer Base (Number of Clients for whom Pre-Dispatch Inspection was conducted in India)	
h)	Service Net Work (Number of Service Centers in) North India South India East India West India Central India	



i)	Our PAN number for Income Tax is _____.	
	We are registered with the GST authorities and our registration numbers are as follows. GST Registration Number is _____.	
	<u>Our Bank Details</u>	
	Name and Style of Bank Account	
	Name of the Bank and Branch address	
	Account Number	
	RTGS / NEFT (IFSC) Code	

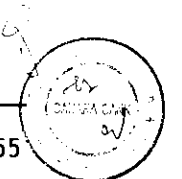
Date

Signature with seal

Name :

Designation :

[Note: These details should be on the letter head of Bidder and should be signed by an Authorised Signatory with Name and Seal of the Company]



Annexure-5
Details of Offices/ Branches /Service Centers

SUB: RFP for Selection of Vendor for Conducting Pre-Dispatch Inspection of IT Hardware and Related Equipments.

Ref: Your RFP 04/2018-19 dated 25/05/2018

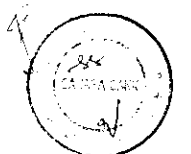
Sl. No.	Place	Postal Address	Contact Details (including Name of In charge and his contact no. email etc)	Service Facilities Available (Describe)	No. of Engineers	Jurisdiction
1.	Bengaluru					
2.	Mumbai					

Date

Signature with seal

Name :

Designation :



Annexure-6
Authorization Letter Format

(To be presented by the authorized person at the time of Technical / Commercial Bid Opening on the letter head of Bidder and should be signed by an Authorised 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 Selection of Vendor for Conducting Pre-Dispatch Inspection of IT Hardware and Related Equipments.

Ref: Your RFP 04/2018-19 dated 25/05/2018

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.

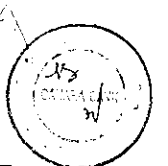
The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name & Designation of Authorizing Authority

NOTE: This Authorization letter is to be carried in person and shall not be placed inside any of the bid covers.



Non-Disclosure Agreement

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
"Selection of Vendor for Conducting Pre-Dispatch Inspection of IT Hardware and
Related Equipments 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 to during or subsequent to
submission of the offer to the BANK, to anyone outside the BANK.

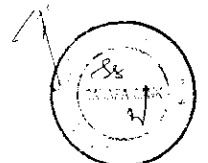
The Bidder shall not, without the BANKs written consent, disclose the contents of this
Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern,
sample or information (to be) furnished by or on behalf of the BANK in connection
therewith, to any person(s) other than those 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 :



Technical Bid Covering letter Format

The Deputy General Manager
Canara Bank
APM Group - DIT Wing
HO: BENGALURU

SUB: RFP for Selection of Vendor for Conducting Pre-Dispatch Inspection of IT Hardware and Related Equipments.

Ref: Your RFP 04/2018-19 dated 25/05/2018

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Technical Bid/Specification.

Sl. No.	Particulars	Details to be furnished by the Bidder
1	Team Profile as per Annexure-9	
2	Name of the Bidder	
3	E-mail address of contact persons	
4	Details of: Description of business and business background Service profile & Client profile	
5	Approach and methodology for the proposed scope of work along with illustrative deliverables.	
6	Details of similar assignments executed by the bidder during the last three years in India (Name of the Bank, time taken for execution of the assignments and documentary proof from the Bank are to be furnished)	
7	List of applicants major customers in last 3 years and details as below may be taken: i) Name and complete postal Address of the customer. ii) Name, designation, Telephone , Fax, Talex Nos., e-mails and address of the contact person(customer)	
8	Details of inputs/requirements required by the bidder to execute this assignment.	
9	Conformity to the obtaining of various certificates/bench mark testing standards for the items quoted to meet the intent of the RFP	



10	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.	
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Declaration:

- a. We confirm that we will abide by all the terms and conditions contained in the RFP.
- b. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in shortlisting of bidders.
- c. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
- d. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Date

Signature with seal

Name :

Designation :



Annexure-9

Proposed Team Profile

Sl. No.	Name of Proposed Proposed Team Member	Professional Qualifications	Certifications/ Accreditations	Experience in IT Hardware Inspection

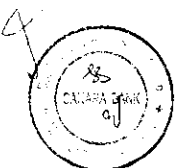
Documentary proofs are to be enclosed to substantiate the claims made by the bidder.

Date

Signature with seal:

Name :

Designation :



Annexure-10
COMPLIANCE STATEMENT

SUB: RFP for Selection of Vendor for Conducting Pre-Dispatch Inspection of IT Hardware and Related Equipments.

Ref: Your RFP 04/2018-19 dated 25/05/2018

DECLARATION

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

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

(If left blank it will be construed that there is no deviation from the specifications given above)

Date

Signature with seal

Name :

Designation :



Undertaking Letter Format

We understand that Bank shall be placing Order to the Selected Bidder exclusive of taxes only and that all applicable Taxes like GST will be paid at actual to the maximum of taxes indicated in this Bill of Material/applicable at the time of invoicing, against production of invoice / bills.

We are agreeable to the payment schedule as per "Payment Terms" of the RFP.

Date

Signature with seal

Name :

Designation :



Annexure-12

Escalation Matrix

Name of the Company:

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

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

Date

Signature with seal

Name :

Designation :



Covering letter format for Commercial Bid

[Note: This Covering letter should be on the letter head of Bidder and should be signed by an Authorised Signatory with Name and Seal of the Company]

Reference No:

Date :

To

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 Selection of Vendor for Conducting Pre-Dispatch Inspection of IT Hardware and Related Equipments.

Ref: Your RFP 04/2018-19 dated 25/05/2018

We thank you for providing us an opportunity to participate in the subject RFP. Please find our commercial offer as per Annexure-14 Commercial bid format of the subject RFP along with this covering letter.

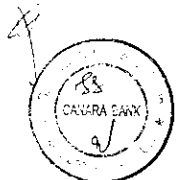
We conform to the terms & conditions stipulated in the RFP document, subsequent Amendments, if any and replies to the Pre-Bid Queries. We also confirm that we are agreeable to the payment schedule mentioned in the subject RFP.

Date

Signature with seal

Name :

Designation :



Annexure-14

Bill of Material

(Amount in Rupees)

Sl. No.	Name of the IT Assets.	Cost Price			Total Cost per unit (Incl. of tax)	Indicative Quantity	Total Cost (Incl. of tax)
		PDI Rate per Unit (Excl. of Tax)	GST for Column A				
		A	B % of tax	C Tax Amt.	D (A+C)	E	F (DxE)
a.	PCs (Desktop Computers, All in one, Thin Client)					1000	
b.	Laptops (Notebook Computers)					500	
c.	Tablet Computers					50	
d.	Servers Intel/Xeon or equivalent					100	
e.	Printers(Dot Matrix/Laser/Deskjet/Passbook/multitasking/Barcode/Cash Receipt, etc.,)					500	
f.	Enterprise level servers of M/s Oracle, M/s IBM, M/s HP Etc.,					20	
g.	Switches					200	
h.	Routers					100	
i.	Scanners (Flat Bed)					300	
j.	Scanners (CTS scanners)					200	
k.	Modems					200	
l.	Racks					100	
m.	VSATs					50	
n.	Video Conference Equipment, IP Telephony, DVR Systems					100	
o.	KIOSKS (Cheque Acceptor/Cash Acceptor/Passbook Printing Kiosk, etc.)					500	
p.	ATMs/Cash Dispensers					200	
q.	Cash Recycler					10	
r.	POS (Point of Sale Terminals)/Micro ATMs/ Handheld Machines for correspondent/ Agents					200	
s.	Storage infrastructure					10	
t.	Firewall and security					10	



appliances						
Total Cost of above services	*****	****	****	****	****	
Total Cost of above services in words (Rupees only)						

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.

Date

Signature with seal

Name :

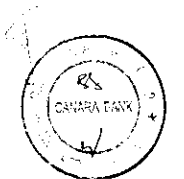
Designation :



Instructions to be noted while preparing/submitting Part A- Conformity to Eligibility Criteria

The Proposal should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory.

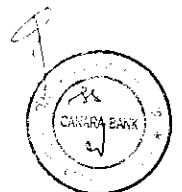
- 1) Index of all the documents submitted with page numbers.
- 2) Cost of Tender document by way of DD payable at Bengaluru.
- 3) Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD.
- 4) Power of Attorney / Authorisation letter signed by the Competent Authority with the seal of the bidder's company / firm in the name of the person signing the tender documents.
- 5) Checklist as per Annexure-1.
- 6) Bidder's Covering letter as per Annexure-2.
- 7) Eligibility Criteria declaration as per Annexure-3 with documentary proof in support of the Eligibility Criteria.
- 8) Profile of the Company / Firm as per Annexure-4.
- 9) Details of Offices/Branches/Service Centers as per Annexure-5.
- 10) Non-Disclosure Agreement as per Annexure-7.
- 11) Write up on the Work Experience / Expertise of Conducting Pre-Dispatch Inspection of IT Hardware and Related Equipments.



Instructions to be noted while preparing/submitting Part B-Technical Proposal

The Technical Proposal should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory. Technical Offer for this RFP shall be made as under:

- 1) Index of all the document submitted with page numbers.
- 2) Technical Bid Covering Letter as per Annexure-8.
- 3) Proposed Team Profile as per Annexure-9.
- 4) Compliance Statement as per Annexure-10.
- 5) Undertaking Letter as per Annexure-11.
- 6) Escalation Matrix as per Annexure-12.
- 7) **Masked** bill of Material as per Annexure-14.
- 8) Ownership letter by the bidder. (Undertaking letter by the bidder taking the ownership of the project execution in case third party also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership.)
- 9) The bidder should submit an undertaking letter that they are having necessary licenses for all the software which is required for conducting Pre-Dispatch Inspection. The charges for the above should be factored in Commercial Bid; otherwise the Bid is liable for rejection. Changes in the Commercial Bid by the bidder will also be liable for rejection.
- 10) A detailed list of the other Infrastructure required and any other precautions to be undertaken should be given in detail along with the Technical Proposal.
- 11) Undertaking letter by the bidder for providing technical Advisory, service Support and guidance during contract period.

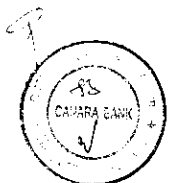


Instruction to be noted while preparing/submitting Part C-Commercial Bid

The commercial Bid should be made in an organized, structured, and neat manner. Brochures / leaflets etc., should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory.

The suggested format for submission of commercial Offer for this RFP is as follows:

- 1) Covering letter format for Commercial Bid as per Annexure-13.
- 2) Bill of Materials as per Annexure-14.



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 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 for Conducting Pre-Dispatch Inspection of IT Hardware and Related Equipments 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,

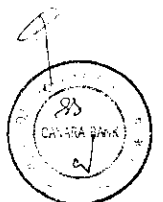
AND WHEREAS in consideration of the fact that the CONTRACTOR is our valued constituent and the fact that he has entered into the CONTRACT with you, WE (Name of the Bank) having our Registered Office at, _____and local office at _____,India have agreed to issue the PERFORMANCE GUARANTEE,

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. 1,00,000 (Rupees One Lakh Only) 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. 1,00,000 (Rupees One Lakh Only)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 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. 1,00,000 (Rupees One Lakh Only) 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. 1,00,000 (Rupees One Lakh 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).

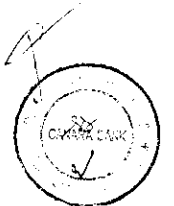
We have the power to issue Performance Guarantee in your favour by statute and the undersigned has full power to execute Performance Guarantee under the Power of Attorney given to him by the Bank.

Dated this _____ day of _____ 2018.

For and on behalf of

_____ BRANCH MANAGER SEAL ADDRESS PLACE

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.	



Bank Guarantee Format for Earnest Money Deposit

To

.....

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



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-F

Format for Sending Pre-Bid Queries

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

