

**REQUEST FOR PROPOSAL [RFP]
FOR
“ENGAGING APPLICATION SERVICE PROVIDER
FOR PROVIDING E-PROCUREMENT SERVICES
TO
CANARA BANK”**

Issued by: Canara Bank,
AP&M Group, 1st Floor,
DIT Wing, Naveen Complex,
14, MG Road, Bengaluru -560 001
Phone No - 080- 5590070,25584873
Email Id - hoditapm@canarabank.com



SECTION A- BID SCHEDULE & ABBREVIATIONS

1. BID SCHEDULE

Sl. No.	Description	Details
1.	RFP No. and Date	RFP 17/2018-19 dated 10/01/2019
2.	Name of the Wing	Department of Information Technology
3.	Brief Description of the RFP	Engaging Application Service Provider for providing e-Procurement Services to Canara Bank
4.	Bank's Address for Communication and for Submission of Bids	Deputy General Manager Canara Bank, AP&M Group, 1st Floor, DIT Wing, Naveen Complex, 14 MG Road, Bengaluru -560 001 Senior Manager, Asset Procurement & Management Group Tel - 080-25590070,25584873 Fax- 080-25596539 Email: hoditapm@canarabank.com
5.	Date of Issue of RFP	10/01/2019, Thursday
6.	Tender Fee (Not Refundable)	Rs.5,900/- (including 18% GST)
7.	Earnest Money Deposit (Refundable)	Rs. 50,000/-
8.	Last Date and Time for Submission of Bids	31/01/2019, Thursday, 3.00 PM
9.	Date, Time & Venue for opening of Part A- Conformity to Eligibility Criteria.	31/01/2019, Thursday at 3.30pm Venue: Canara Bank, Second Floor, Conference Hall, DIT Wing-HO (Annex), Naveen Complex, 14 M G Road, Bengaluru 560001.
10.	Date and Time for opening of Technical Bid (Part-B)/Commercial Bid (Part-C)	Will be intimated at a later date.
11.	Pre-bid Meeting Date & Time	<ul style="list-style-type: none"> o Pre-bid meeting will be held on 18/01/2019, Friday at 3.30 pm <u>Venue:</u> Canara Bank, Second Floor, Conference Hall, DIT Wing-HO (Annex), Naveen Complex, 14 M G Road, Bengaluru 560001. o Pre bid queries should be submitted as per Appendix-D. o Pre-bid Queries to E-mail hoditapm@canarabank.com must reach us on or before 19/01/2019, Saturday at 3.00pm. Subject of the email should be given as "Pre Bid Queries for RFP 17/2018-19 dated 10/01/2019"
12.	Other Details	<ol style="list-style-type: none"> 1. The bidders must fulfil the Pre-Qualification criteria for being eligible to bid. 2. Subsequent changes made based on the

(Handwritten signature and initials)

		<p>suggestions and clarifications as per pre-bid meeting shall be deemed to be part of the RFP document and shall be uploaded on the Bank's corporate website http://canarabank.com/english/announcements/tenders.</p> <p>3. No suggestions or queries shall be entertained after pre-bid meeting.</p>
<p>This document can be downloaded from following website http://canarabank.com/english/announcements/tenders & https://eprocure.gov.in/epublish/app. In that event, the bidders should pay the Tender Fee for tender document by way of DD drawn on any Scheduled Commercial Bank for the above mentioned amount in favour of Canara Bank, payable at Bengaluru and submit the same as mentioned above.</p> <p>Any Amendments, Modifications, Pre Bid Replies, Clarifications & any communication etc. will be uploaded in the Bank's website only (i.e. http://canarabank.com/english/announcements/tenders). No individual communication will be sent to the individual bidders.</p>		



DISCLAIMER

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

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

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



2. ABBREVIATIONS:

1.	AMC	Annual Maintenance Contract
2.	ASP	Application Service Provider
3.	ATS	Annual Technical Support
4.	BG	Bank Guarantee
5.	BOM	Bill of Material
6.	DD	Demand Draft
7.	DIT	Department of Information Technology
8.	DR	Disaster Recovery
9.	EMD	Earnest Money Deposit
10.	GST	Goods and Service Tax
11.	HO	Head Office
12.	HTTP	Hyper Text Transfer Protocol
13.	HTTPS	Hyper Text Transfer Protocol Secure
14.	IPR	Intellectual Property Rights
15.	ISDN	Integrated Services Digital Network
16.	ITU	International Telecommunication Union
17.	LAN	Local Area Network
18.	LD	Liquidated Damage
19.	MAF	Manufacturer Authorization Form
20.	MSME	Micro Small & Medium Enterprises
21.	MTBF	Mean Time Between Failure
22.	MTTR	Mean Time To Restore
23.	NEFT	National Electronic Funds Transfer
24.	NI Act	Negotiable Instruments Act
25.	OEM	Original Equipment Manufacturer
26.	OS	Operating System
27.	PDI	Pre Delivery Inspection
28.	PERT	Project Execution and Review Technique
29.	POC	Proof of Concept
30.	RFP	Request For Proposal [Interalia the term 'Tender' is also used]
31.	RTGS	Real Time Gross Settlement
32.	STQC	Standardisation, Testing and Quality Certification



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1. About Canara Bank

CANARA BANK, a body Corporate and a premier Public Sector Bank established in the year 1906 and nationalized under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head office at 112, J C Road Bengaluru-560002 and among others, having DIT Office at Naveen Complex, No.14, M G Road, Bengaluru-560001. The Bank is having pan India presence of more than 6,300 branches, 21 Circle offices and 118 Regional Offices situated across the States. The Bank is working on Core Banking System using Flexcube 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 to the context or the meaning thereof, shall mean 'Canara Bank', described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successors and permitted assigns.
- 2.2. 'RFP' means Request for Proposal for "Engaging Application Service Provider for providing e-Procurement Services" in Canara Bank.
- 2.3. 'Bidder' means a vendor submitting the proposal in response to the RFP.
- 2.4. 'Solution' means providing "e-Procurement Application Solution" in Canara Bank.
- 2.5. 'e-Procurement/e-Tendering/Web-Tendering' means Procurement process through the web/internet.
- 2.6. 'Event' means One e-tendering full life cycle from indenting to issuance of Purchase Order or One Reverse Auction incident.
- 2.7. 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
- 2.8. 'Successful Bidder' / 'L1 bidder' means the Bidder who is found to be the lowest bidder after conclusion of the bidding process, subject to compliance to all the Terms and Conditions of the RFP, etc.

3. About RFP

The Bank intends to conduct end to end e-Procurement process by engaging an e-Procurement service provider. In this connection, Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for Engaging Application Service Provider for providing e-Procurement Services to Canara Bank as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.

4. Objective

- 4.1. Presently, Bank is following manual procurement process with or without Online Reverse Auction for all its procurements.
- 4.2. The Bank proposes to adopt end to end e-Procurement process by engaging an e-Procurement Service Provider who can offer a suitable, technical and cost effective solution in order to achieve the cost & time savings and process all the procurement/s with greater transparency.



- 4.3. The Bank is looking at a highly professional relationship with the service provider who shall conduct a complete e-Procurement activity. The Application Service Provider (ASP) shall provide a hosted model for conducting online e-Procurement activities. The Application Service Provider should have its own infrastructure viz., Web Portal, Hardware, Software, Connectivity, Training and other Services for managing and conducting the e-Procurement activities.
- 4.4. The Service Provider should act as a System Integrator for providing solution for the bank's e-procurements, including but not limited to design and host fully secured internet web-based interface in India for conducting e-procurement events as per the Bank's requirements received from its DIT, HO. Bank has the sole discretion to conduct the e-Procurement event/s for its procurements.

5. Eligibility Criteria

- 5.1. A vendor submitting the proposal in response to this RFP shall hereinafter be referred to as 'Bidder' and Providing e-Procurement Solution to Canara Bank shall hereinafter be referred as "Solution".
- 5.2. Interested Bidders, who can provide e-Procurement Solution to Canara Bank and meet the Eligibility Criteria as per Annexure-2 may respond.

6. Participation Methodology

- 6.1. In a tender either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same solution/software in the same tender.
- 6.2. If an agent bids on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
- 6.3. If any product of Original Software Manufacturer (OSM) is being quoted in the tender, the OSM cannot bid for any other OSM's product in the same tender.
- 6.4. In the event of Agent/Representative being not able to perform the obligations as per the provisions of this RFP, the Principal/OEM should assume complete responsibility on behalf of the Agent/Representative for providing end-to-end solution i.e., technology, personnel, financial and any other infrastructure that would be required to meet intent of this RFP.

7. Requirement Details

- 7.1. Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for Engaging Application Service Provider for providing e-Procurement Services to Canara Bank as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document. This tender consists of following requirements:

Sl. No.	Item details	Estimated No. of events in one year
1	Conducting e-Procurement / Online Reverse Auction events in Canara Bank	100

- 7.2. The term of contract will be initially for a period of 3 years from the date of acceptance of purchase order and/or signing the contract between the bank and the selected Bidder renewable for a further period of 6 months. The renewal will



be at the sole discretion of the bank and the performance of the bidder during the contract period.

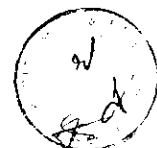
- 7.3. Bank reserves the right to increase or decrease the quantum of events by 25% in respect to the quantum specified in this tender at the same rate arrived at on the Terms and Conditions of this Tender.

8. Scope of Work

The ASP shall comply with the Technical Specifications narrated in Annexure-7 and adhere to the guidelines issued by CVC and other Regulatory bodies related to e-Procurement activities. The ASP also should maintain confidentiality in any type of the information received in tendering process / e-auction events conducted by them for the bank. Scope of work shall include but not be limited to the following:

8.1. General:

- 8.1.1. The scope of work shall cover enabling of hosted solution for e-procurement of any Product, services or goods for Canara Bank.
- 8.1.2. The system shall cover full life cycle of purchasing (indent to placing of Purchase Order).
- 8.1.3. One Event shall mean One e-tendering full life cycle from indenting to issuance of Purchase Order or One Reverse Auction incident.
- 8.1.4. The solution offered should be based on open standard, complete and integratable to Bank's websites and other legacy systems for making on-line payment.
- 8.1.5. The ASP must have its own secured portal hosted in its own server and related computer hardware setup in its own premises/own data center/ leased Data Center in India for the e-procurement application designed and customized exclusively for Canara Bank.
- 8.1.6. Bank's data shall be encrypted and stored in secured format. Within 10 days of completion of every quarter, the data pertaining to Bank shall be submitted in a separate CD/DVD.
- 8.1.7. The ASP shall provide Training to Administrators and Users of the Application as well as providing training to the prospective Vendors during each Event at no extra cost.
- 8.1.8. The ASP shall provide a resource at Bangalore during first 5 live events, 3 (three) e-tender + 2 (two) Reverse Auction for handholding. No separate cost shall be borne by the bank for the resource.
- 8.1.9. The ASP should provide Help-line and support on connectivity & other technical issues during Events without any additional cost.
- 8.1.10. The ASP shall be responsible for patch updates of the deployed solution to make it compatible with the latest versions of Operating Systems, Browsers and other resources necessary for access within the contract period without incurring any additional cost for the Bank.
- 8.1.11. The ASP shall be responsible for including any change request by the Bank in the solution offered before first four (04) successful events at no extra cost to the Bank. Change Requests after the aforementioned events shall be carried out at mutually agreed costs.



- 8.1.12. During the period of the contract, the ASP may be required to carry out additional customization in existing module of their software to meet the requirement of Canara Bank which may arise out of changes for regulatory compliance without any additional cost.
- 8.1.13. The ASP should be able to provide any module of the solution independently without dependency on any other module. Bank may opt to start with one or few modules but reserves the right to utilize all modules at a later stage at the price quoted in the commercial bid without any additional cost.
- 8.2. The Solution/System should broadly have the following modules/features:
- 8.2.1. A single domain solution with independent modules for both the e-tender and e-auction events.
 - 8.2.2. Creation of user-ids for various Departments for different projects/tenders.
 - 8.2.3. Creation of Requisition
 - 8.2.4. Creation of Tender
 - 8.2.5. Cancel/Re-invite Tender
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 - 8.2.18. Price Bid Opening
 - 8.2.19. Publish Tender Results
 - 8.2.20. Award of Contract
 - 8.2.21. Purchase Order
 - 8.2.22. Management Information System (MIS)
 - 8.2.23. Audit Trail
 - 8.2.24. Reverse Auction
 - 8.2.25. Availability of system 24x7.
 - 8.2.26. The solution should be ready for e-payment integration.



8.3. Gap Analysis and Customization:

The ASP shall customize the software suitable for Bank's Technical and Functional Requirements and shall make the Application ready for UAT. Bank shall conduct User Acceptance Test (UAT) assisted by the ASP. The e-procurement solution shall be deemed accepted only after the UAT signoff. ASP shall complete the UAT within the schedule as per clause 8.16.5. If the successful Bidder is unable to complete the UAT, Bank at its discretion may cancel the Purchase Order given to L1 bidder and give the contract to L2 if L2 is willing to match L1 price.

8.4. Audit Trail:

The system should provide for adequate audit trail including log reports for all the activities, transactions and any changes in configuration, information/data changes, updations etc.

8.5. MIS/Reports:

MIS reports in the form of total number of bids with the value for a tender as well as for a particular bidder, lowest bid with the details, the details of the bidder etc., the progression of the tendering process etc. shall be provided in addition to configurable reports with available data based on actual requirements for a given option/e-auction process.

8.6. Data Ownership:

The ownership of all data (tender related data, RFP documents/forms) lies with Bank only. The ASP will only be custodian of this data during contract period.

8.7. Data Protection:

The ASP will take all measures to keep data pertaining to Bank, secure at Data Center (DC) as well as Disaster Recovery (DR) site during the contract period. A copy of this data should be kept in fireproof vault at DC and DR. At the end of contract period, the bidder will handover this data to Bank, in readable soft format.

8.8. e-Payment Integration:

The e-Procurement solution should be ready for e-Payment integration and be capable to electronically handle the following:

- 8.8.1.** Receipt & Refund of Earnest Money Deposit (EMD) and any other deposits during the bidding and contract award process. Canara Bank will specify the bank account into which the amount is to be received for each tender.
- 8.8.2.** Electronic refund of any double payments made by the suppliers (i.e. bidders) while submitting bids.
- 8.8.3.** Electronic Performance Bank Guarantee (PBG) feature should be incorporated/ made available whenever the same would be available with majority of banks in near future.

Note: However, the option of both e-payment and offline payment should be available. The mode of payment will be specified in each tender. In case of offline payment, the vendor should be able to submit the payment details of DD/PBG etc.

8.9. Data Transfer and Migration:

After the end of the contract period, the ASP should help Bank in migration of current database to the new vendor selected at no additional cost. As such, the database structure of the ASP should be compatible with database structure of new vendor selected. The ASP will have to provide full support to the new vendor



selected till the successful implementation of the portal (till portal goes live) at no additional cost.

8.10. Security Features:

8.10.1. Data Encryption: The system shall support a minimum of 128 bit encryption for sensitive data, and information while in transfer.

8.10.2. Prevention of Unauthorized access: The system shall incorporate Intrusion detection / prevention system, Firewall, online anti-virus scanning that protects it against unauthorized access and hackers, apart from normal requirements relating to prevention of unauthorized access.

8.10.3. Inactivation of right mouse button: The system should ensure that the functionality of right button of the mouse is inactive and ensure the source code should not be visible.

8.11. Customization flexibility and scalability:

The system shall be scalable and shall permit expansion of both the capacity and functionality either with the existing configuration or through the addition of items, details of which shall be furnished by Canara Bank. The system shall incorporate the necessary requirements to meet the scope and requirements as stated.

8.12. Compliances:

8.12.1. The system shall provide for storage of all electronic data as per the requirements of Canara Bank, CVC and conforming to the Information Technology (IT) Act 2000 and any further amendments.

8.12.2. The ASP's solution must comply with guidelines of CVC/ MeitY/ GFR/ GIGW (Guidelines for Indian Government Websites) or any other guidelines of GOI or any regulatory authorities in respect of e-procurement issued from time to time.

8.12.3. STQC Audit Compliance: The ASP must have its own e-procurement system, software and services AUDITED by STQC with valid certification on the date of bid submission whereby Compliance to 'Guidelines for compliance to Quality requirement of e-Procurement System' dated 31st August 2011 of Department of Information Technology (DIT), Ministry of Communications & Information Technology of India.

8.13. Operational Support:

The responsibilities of the selected ASP include, but not limited to the following:

8.13.1. Support through telephone/E-mail/Web during Monday to Saturday, 09.00 AM to 07.00 PM.

8.13.2. Support for all system and associated components of the e-Procurement solution.

8.13.3. Ensuring that the system is available 24x7. The ASP should install/develop its own tool for monitoring the same.

8.13.4. Re-installations, in the event of system crash/failures.



- 8.13.5. Develop Standard Operating Procedures (SOPs).
- 8.13.6. Over all monitoring and management of the systems implemented, which includes administration of Networks, UPS and all other services ancillary to these facilities, in compliance with standards and specifications.
- 8.13.7. Ensure overall security of the solution for protection of all the servers and systems implemented for the project.
- 8.13.8. Ensure timely fine tuning of the application to enhance the end-user experience.

8.14. Process Operations Response Times:

Sizing and capability of the Solution and Hardware deployed would be such that the solution is able to deliver the web page or screen output at the user end within 5 seconds of query or request submission under ideal condition.

8.15. Other Terms and Conditions:

- 8.15.1. e-Tender events will have to be carried out as specified by the Bank without disturbing any existing process and other activities and at time schedules as may be indicated by the Bank.
- 8.15.2. The bidders shall submit, as a part of Technical bid, the infrastructure, hardware/ software, Power supply, Network ports, connectivity etc. required to prepare the offices participating in the e-tenders.
- 8.15.3. The Bidder will also provide the details regarding the redundancy available at their primary site in case of any eventuality.
- 8.15.4. The Bidder shall furnish a photocopy of the agreement with their Principals, if any in respect of e-procurement solution / services and products offered.
- 8.15.5. The e-procurement solution proposed by the Bidder and related systems should conform to the requirements of Central Govt. guidelines on e-procurement.
- 8.15.6. The Bidder should have their Support Office in Bengaluru or shall support Bank in its e-procurement process through their representative at DIT, Wing (HO-Annex), Bengaluru.

8.16. Other Requirements:

- 8.16.1. The offered product/services should comply with the provisions of IT Act 2000 and subsequent amendments and CVC guidelines and any other regulatory body guidelines. The Bidder should provide documentary evidence confirming that their software is staged in a 'Data Centre Environment' and have been providing comprehensive support to the online event and supplier/buyer helpdesk on the following parameters
 - 8.16.1.1. Number of staff on tech helpdesk.
 - 8.16.1.2. Number of concurrent events that can be conducted.
- 8.16.2. The Bidders shall have in place a documented Quality and Audit process. A copy of the same shall be made available along with the technical bids.
- 8.16.3. The bidder shall allow the bank to add multiple items for bidding depending on the procurement.
- 8.16.4. Bidders to a tender shall be given the system generated user-ids and password. The bidders shall be able to log in to the system from anywhere through the internet and submit their responses/bid/s. The



lowest bid at the particular moment will be displayed on the screens of all the participants. A bidder shall not be able to see another participant's bid but at Canara Bank end detailed inputs of all the bidders shall be displayed. The final results will be based on the lowest price amongst all the bidders for a particular bidder. The system shall provide for various MIS reports.

- 8.16.5. The system shall have features which would ensure ease of use based, flexible features, other characteristics would include extensions, changes as may be warranted with the due process of authentication.
- 8.16.6. The service provider shall have to ensure the existence of adequate and secure infrastructure including redundant firewalls, intrusion detection /prevention systems etc. put in place. The system shall be scalable and shall permit expansion of both the capacity and functionality.
- 8.16.7. IPV6 Implementation: The Bank is in the process of migrating to IPV6. The solution proposed should ensure compatibility with IPV6.
- 8.16.8. Unauthorized Access: The system shall incorporate Data Intrusion system, fire wall, online antivirus scanning that protects it against unauthorized access and hackers, apart from normal requirements relating to prevention of unauthorized access.
- 8.16.9. Bidder will maintain the data and records pertaining to e-Procurement activities and will produce the same whenever required by bank or its representative. It will be sole responsibility of the bidder to maintain system as per IT Act of India, so that same can be admissible in court of law.
- 8.16.10. Bidder should not charge any money from the participants in e-Tender for any reason like for registration, for resetting the password, or linking the digital signature to the solution etc.

9. Training

- 9.1. Training the Bank's procurement team (maximum of 10) on administering, monitoring, supervising and usage of the e-procurement solution provided by the Successful bidder by conducting two mock events.
- 9.2. The details of the training are to be provided by the Bidders and shall be subject to evaluation by the Bank to ensure that all the components of the system are covered in the training by the Bidder.
- 9.3. The selected ASP shall provide training to the participants for each event without any cost to the Bank/participants.
- 9.4. The selected ASP should also make provision for downloadable e-Procurement lessons/User manuals/procedure documents.



SECTION C - DELIVERABLES & SERVICE LEVEL AGREEMENTS

1. Delivery of Service

- 1.1. The entire solution for e-Procurement services has to be implemented for UAT within 30 days from the date of acceptance of Purchase Order (PO) / Letter of Intent (LOI) or as extended by Bank in writing. Entire application software has to be provided by the Bidder.
- 1.2. The events have to be conducted on the date and time specified in the mail as per the request sent by the respective department/office without any deviation.

2. Penalties/Liquidated Damages

- 2.1. **Liquidated Damages for non-delivery of Solution:** If the readiness of the solution is not confirmed within 30 days from the date of acceptance of order from the Bank, a penalty at the rate of Rs. 500/- (plus GST) per day will be levied.
- 2.2. **Liquidated Damages for non-delivery of Services:** Failure to complete the activities shall attract penalty at the rate of Rs. 100/- (plus GST) per day.
- 2.3. **Liquidated damages for Cancellation of Event by the Bidder:** If the event is cancelled due to any failure / technical fault on the part of the bidder, no charge will be paid by the bank. If such failure occurs, penalty @ 5% (plus GST) of the "per event cost" will be levied as penalty.
- 2.4. However total penalty for the above clauses (2.1, 2.2 and 2.3) shall be restricted to 10% (plus GST) of the project cost.
- 2.5. The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered 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
- 2.6. All the above LDs are independent of each other and are applicable separately and concurrently.
- 2.7. LD is not applicable for the reasons attributable to the Bank and Force Majeure.

3. Payment Terms

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

- 3.1. Bank will not pay any amount in advance.
- 3.2. 100% payment for conducting a single procurement event shall be released upon successful completion of the event on submission of the following documents:
 - 3.2.1. Letter from the Bidder for having conducted and completed an Event as per Bank's request.
 - 3.2.2. Invoice giving full details of event, date of event etc.
 - 3.2.3. Request letter for release of the payment.
 - 3.2.4. Confirmation letter from the respective department of the Bank who has initiated the event.
- 3.3. Payment shall be made by the bank at contracted rates on completion of each event within 15 days from the date of receipt of invoice and other documents as mentioned in above clause 3.2.



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

4. Local Support

The bidder should be capable of meeting the service & support standards as specified in this tender. Service support should be available during every event.

5. Software, Drivers and Manuals

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

6. 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.



SECTION D - BID PROCESS

1. Clarification to RFP and Pre-Bid Queries

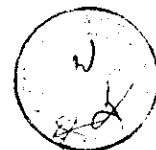
- 1.1. The bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases should seek clarification in writing in the same serial order as that of the RFP by mentioning the relevant page number and clause number of the RFP as per format provided under Appendix-D.
- 1.2. 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 as per the bid schedule.
- 1.3. No queries will be entertained from the bidders after the above date and time.
- 1.4. No oral or individual consultation will be entertained.

2. Pre-Bid meeting

- 2.1. A pre-bid meeting of the intending bidders will be held on the date & time and at the venue specified in the Section - A (Bid Schedule) to clarify any point/doubt raised by them in respect of this RFP. No separate communication will be sent for this meeting.
- 2.2. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested bidders shall be present during the scheduled time. In this connection, Bank will allow maximum of Two (2) representatives from each Bidder to participate in the pre-bid meeting.
- 2.3. Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 2.4. Bank will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the Bidders in the meeting.
- 2.5. The Bank will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's website (<http://canarabank.com/english/announcements/tenders>) and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.
- 2.6. Non reply to any of the queries raised by the vendors during pre-bid Meeting shall not be considered as acceptance of the query/issue by the Bank.

3. Amendment to Bidding Document

- 3.1. At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by amendment.
- 3.2. Notification of amendments will be made available on the Bank's website only (<http://canarabank.com/english/announcements/tenders>) and will be binding on all bidders and no separate communication will be issued in this regard.



3.3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for submission of Bids.

4. **Bid System Offer**

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

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

4.3. **Part B-Technical Proposal:** Indicating the response to the Technical and Functional requirement specification for **Engaging Application Service Provider for providing e-Procurement Services to Canara Bank**. The format for submission of Technical Proposal is as per Appendix-B.

4.4. **Part C-Commercial Bid:** Furnishing all relevant information as required as per Bill of Material as per Annexure-12. The format for submission of Commercial bid is as per Appendix-C.

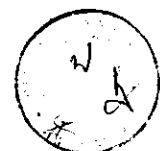
5. **Preparation of Bids**

5.1. The Bid shall be typed or written in English language with font size of 12 in indelible ink and shall be signed (not initials) 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 full signature (not initials) in all pages of the Bids, except for un-amended printed literature.

5.1.1. 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 Engaging Application Service Provider for providing e-Procurement Services to Canara Bank in response to RFP 17/2018-19 dated 10/01/2019" (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 - 560001.

5.1.2. 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 (not initials) of the Authorized Signatory. Bids with erasing / overwriting / cutting without authentication will be liable for rejection. Authorization letter for signing the Bid documents duly signed by Company's Authorized signatory should be submitted.

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



5.2. Part A-Conformity to Eligibility Criteria

- 5.2.1. Before submitting the bid, the bidders should ensure that they conform to the eligibility criteria as stated in **Annexure-2** of RFP. Only after satisfying themselves of the eligibility, the Offer should be submitted.
- 5.2.2. The Conformity to Eligibility Criteria as per **Annexure-2** among others must contain Demand Draft towards the Tender Fee as per below **Clause 6** and EMD/ Bank Guarantee in lieu of EMD as per **Appendix-F** of this document. The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for, as per **Appendix-A**.
- 5.2.3. The Placement of Tender Fee and EMD in other than **Part A-Conformity to Eligibility Criteria** will make the bid liable for rejection.
- 5.2.4. 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 17/2018-19 dated 10/01/2019 for Engaging Application Service Provider for providing e-Procurement Services to Canara Bank**".

5.3. Part B-Technical Proposal

- 5.3.1. Technical Proposal should be submitted as per the format in **Appendix-B**. Relevant technical details and documentation should be provided along with Technical Proposal.
- 5.3.2. It is mandatory to provide the technical details of the Solution required by the bank in the exact format of **Annexure-7** of this tender.
- 5.3.3. The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.
- 5.3.4. If any part of the technical/functional requirements offered by the bidder is different from the technical/functional requirements sought in our RFP, the bidder has to substantiate the same in detail the reason of their quoting a different technical/functional requirements than what is sought for, like better feature or non availability/ feasibility of the technical/functional requirements quoted by Bank, invariably to process the technical offer.
- 5.3.5. The Bank shall not allow / permit changes in the technical/functional requirements once it is submitted.
- 5.3.6. The relevant Solution information, brand, and solution offered, printed product brochure, technical/functional specification sheets etc. should be submitted along with the Offer. Failure to submit this information along with the offer may result in disqualification.
- 5.3.7. The Technical Proposal should be complete in all respects and contain all information sought for, as per **Appendix-B**. **Masked Bill of Material must be attached in Technical Offer and should not contain any price information**. The Part B-Technical Proposal should be complete and should cover all products and services. Technical Proposal without masked Bill of Materials will be liable for rejection.
- 5.3.8. Masked Bill of Material which is not as per below instruction will make Bid liable for rejection:
 - 5.3.8.1. Should be replica of Bill of Material except that it should not contain any price information (with Prices masked).



5.3.8.2. It should not provide any price information like, unit price, tax percentage, tax amount, AMC/ATS charges, Implementation Charges etc.

5.3.9. 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 17/2018-19 dated 10/01/2019 for Engaging Application Service Provider for providing e-Procurement Services to Canara Bank”.

5.4. Part C-Commercial Bid

5.4.1. Commercial Bid should be submitted as per instruction in **Appendix-C**.

5.4.2. Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. The Commercial Bid should give all relevant price information as per **Annexure-12**. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.

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

5.4.4. The Bill of Material must be attached in Technical Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal and Commercial Bid, **except that the Technical Proposal should not contain any price information (with Prices masked)**. Any change in the Bill of Material format may render the bid liable for rejection.

5.4.5. Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.

5.4.6. Any change in the Bill of Material format may render the bid liable for rejection. The Commercial Bids that are incomplete or conditional are liable to be rejected.

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

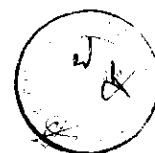
5.4.8. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as “PART C-Commercial Bid for RFP 17/2018-19 dated 10/01/2019 for Engaging Application Service Provider for providing e-Procurement Services to Canara Bank”.

6. Tender Fee

6.1. This document can be downloaded from Bank's website <http://canarabank.com/english/announcements/tenders>. In that event, the bidders should pay the Tender Fee as per Bid Schedule for Tender document by way 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.

6.2. Submission of the Tender Fee in other than “Part-A-Conformity to the Eligibility Criteria” is liable to be rejected on grounds of non-payment of the Tender Fee.

6.3. 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.

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

7.1. The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) as per Bid Schedule 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.

7.2. 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 a claim period of 3 months.

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-D. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be summarily rejected.

7.3. 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.

7.4. 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/s accepting the Order and furnishing the Performance Bank Guarantee.

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

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

7.5.2. 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.

8. Software Version

The bidder should ensure usage of latest licensed software with proper update/ patches and their subcomponents as has been sought in the technical/functional requirements. The Offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of Software Version of the items offered. Please note that substituting required information by just software name is not enough. Bidder should not quote Software which is already End of Sale. Bidder also should not quote Software which are impending End of Sale in 3 years from the date of Submission of Bid.

9. 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.

10. Costs & Currency

The Offer must be made in Indian Rupees only as per Bill of Material (Annexure-12).

11. 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.

12. 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.

13. Submission of Bids

- 13.1. 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.
- 13.2. The bid/s properly superscribed in the manner prescribed in earlier clauses of this RFP should be deposited in the Tender Box on or before the Date & Time and at the Venue specified in the Section - A (Bid Schedule).
- 13.3. 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.
- 13.4. Bids sent through post/courier will not be accepted/evaluated. Bids should be deposited in the Tender Box.
- 13.5. 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.



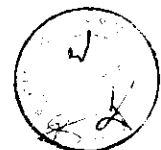
- 13.6. The following officials will facilitate in bid related queries and make arrangements for deposit of bid documents:

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

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

14. Bid Opening

- 14.1. The Part A- Conformity to Eligibility Criteria shall be opened on the Date & Time and at the Venue specified in the Section -A (Bid Schedule) in the presence of the Bidder's representative/s who may choose to attend the bid opening.
- 14.2. Bidder's representative may be present in the place and venue well in time along with an authorization letter in hand for each bid opening under this RFP, as per the format (Appendix-E) enclosed.
- Note: Authorisation letter should be carried in person and shall not be placed inside in any of the bid covers.**
- 14.3. 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.
- 14.4. 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.
- 14.5. The following details will be announced at the time of bid opening.
- 14.5.1. Bidders name.
- 14.5.2. Presence or absence of Application Money and EMD.
- 14.5.3. Such other details as the Bank at its discretion may consider appropriate.
- 14.6. If any of the bidders or all bidders who submitted the tender are not present during the specified date, time, and venue of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the Part A- Conformity to Eligibility Criteria in their absence.
- 14.7. 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.
- 14.8. The Commercial Bid of only those bidders who are qualified in Part-B Technical Proposal will be opened for further evaluation.



SECTION E - SELECTION OF BIDDER

1. Preliminary Scrutiny

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

2. Clarification of Offers

- 2.1. During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from 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.
- 2.2. The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. Bank's decision with regard to 'minor non-conformity' is final and the waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

3. Evaluation of Bids

- 3.1. The Bank will evaluate the bid submitted by the bidders under this RFP. The Bid will be evaluated by a Committee of officers of the Bank. If warranted, the Bank may engage the services of external consultants for evaluation of the bid. It is Bank's discretion to decide at the relevant point of time.
- 3.2. **Part A-Conformity to Eligibility Criteria:** The Part A- Conformity to Eligibility Criteria submitted by the bidder will be evaluated based on **Annexure-2** and on the documents submitted as per **Appendix-A** of RFP. Part-A will be evaluated by the Bank and Bank will seek clarification, if required.
- 3.3. **Part B-Technical Proposal:** 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 Part B- Technical Proposal submitted by the bidder will be evaluated based on documents submitted as per **Appendix-B**. Part-B will be evaluated by the Bank and Bank will seek clarification, if required.
- 3.4. **Part C-Commercial Bid:** The Part C-Commercial Bid of only those bidders who qualified in **Part B-Technical Proposal** will be opened with due communication by the Bank. The **Part C-Commercial Bid** submitted by the bidder will be evaluated based on documents submitted as per **Appendix-C**.



4. Bidders Presentation /Site Visits / Product Demonstration/POC

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

5. Normalization of Bids

- 5.1. The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that, shortlisted bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that, any of the Bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion request 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;
 - 5.1.1. Incremental bid submission in part of the requested clarification by the Bank
 - OR
 - 5.1.2. Revised submissions of the entire bid in the whole
- 5.2. The Bank can repeat this normalization process at every stage of bid submission till Bank is satisfied. The shortlisted bidders agree that, they have no reservation or objection to the normalization process and 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.
- 5.3. The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

6. Intimation to Qualified/Successful Bidders

The Bank will prepare a list of qualified bidders at each stage on the basis of evaluation of Part A- Conformity to Eligibility Criteria, Part - B Technical Proposal and Part C- Commercial Bid. The names of qualified bidders at each stage would be announced on



the Bank's Notice Board / Bank's website (<http://canarabank.com/english/announcements/tenders>). Commercial Bids of only Technical 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.

7. Correction of Error in Commercial Bid

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

- 7.1. Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.
- 7.2. If there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly.
- 7.3. If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
- 7.4. If there is discrepancy in the total arrived at Bill of Material (addition, subtraction, multiplication, division and carryover of amount from one page to another), correct total will be arrived by the Bank and the same will prevail over the total furnished in the Bill of Material
- 7.5. If there is a discrepancy between words and figures, the rate/ amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case, the amount in figures will prevail, subject to the above two provisions.
- 7.6. If the bidder does not accept the correction of errors, the bid will be rejected.

8. Determination of L1 Price

- 8.1. L1 Price will be determined after giving effect to arithmetical correction, if any.
- 8.2. The L-1 bidder will be determined on the basis of the lowest price quoted in the Commercial bid.
- 8.3. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.
- 8.4. The bank reserves the right to re-tender without assigning any reasons whatsoever. The bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.
- 8.5. Bidder's ranking as L1,L2,L3 will be determined based on Evaluation of Commercial Bid submitted by the Bidders.
- 8.6. 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 any bid in whole or in part.



SECTION F - OWNERSHIP & AWARDING OF CONTRACT

1. Bid Validity Period

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

2. Proposal Ownership

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

3. Project Ownership

3.1. If the bidder is offering solutions/products from other bidders/principals, as required in this RFP, they shall detail the responsibilities of the parties involved and also submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the project. The bidder must specify any and all relationships with third parties in respect of the ownership and also maintenance & support of all hardware and software related to Engaging Application Service Provider for providing e-Procurement Services to Canara Bank which are relevant to this RFP.

3.2. Ownership letter by the bidder to be submitted (Undertaking letter by the bidder taking the ownership of the project execution) in case third party 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.

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

4. Acceptance of Offer

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

4.2. The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.

4.3. The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender the RFP with or without modifications. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.

4.4. The bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred



by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

5. Award of Contract

- 5.1. The bidder who is L1 as per clause no. 8 of Section - E (Selection of Bidder) 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.
- 5.2. For award of contract, the clauses mentioned in Section-H shall be applicable in addition to other provisions in the bidding document in this regard.
- 5.3. The contract shall, be awarded and the order shall be placed on selected L1 Bidder. Bank may release the order either in Full or in part or place more than one order towards the contract based on project plan.
- 5.4. 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.
- 5.5. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.

6. Effective Date

- 6.1. The effective date shall be date of acceptance of the order by the selected bidder. However, the bidder shall submit the acceptance of the order within seven days from the date of receipt of order. The Bank reserves the right to consider the late acceptance of the order, if any, at its discretion.
- 6.2. Failure to accept the order within seven days from the date of receipt of the order, makes the EMD liable for forfeiture at the discretion of the Bank. Thereafter the Bank shall be at liberty to proceed with procurement from the other Bidders within the purview of the same RFP by calling for fresh commercial quotes from the bidders. In such an event, the initially selected bidder stands disqualified for further participating in the subject Bid.

7. Project Execution

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

8. Security Deposit / Performance Bank Guarantee

- 8.1. The successful bidder should submit a Security Deposit / Performance Guarantee for 15% of total value of the contract within 15 days from the date of acceptance of the Order.
- 8.2. If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above, penalty at 0.50% (Plus GST) for each completed calendar week of delay or part thereof on the value of the order (Exclusive of Taxes) will be deducted from the delivery payment or from any other payments for the delay in



submission of Bank Guarantee. The total penalty under this clause shall be restricted to 5% (Plus GST) of the total order value(Exclusive of Taxes).

- 8.3. Security Deposit should be submitted by way of DD drawn on Canara Bank payable at Bengaluru / Bank Guarantee may be obtained from any of the Scheduled Banks (other than Canara Bank).

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). However, it should be as per Appendix-G. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be summarily rejected.

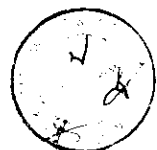
- 8.4. Security Deposit/Performance Bank Guarantee should be valid for Total Contract Period of 3 years from the date of last installation and shall be retained till the completion of Contract period of 3 years. The guarantee should also contain a claim period of Three months from the last date of validity.
- 8.5. 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.
- 8.6. The security deposit / bank guarantee will be returned to the bidder on completion of Contract Period.
- 8.7. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.

9. Execution of Agreement

- 9.1. Within 21 days from the date of acceptance of the Order, the selected bidder shall sign a stamped "Agreement" with the Bank at Bengaluru as per the format to be provided by the Bank. Failure to execute the Agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected Bidder.
- 9.2. 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.
- 9.3. Bank reserves the right to select the next ranked bidder, if the selected bidder not accepting the Purchase Order or withdraws his proposal after selection or at the time of finalization of the contract or disqualified on detection of wrong or misleading information in the offer.

10. Pricing

- 10.1. The Price offered to the Bank must be in Indian Rupees inclusive of all taxes but Exclusive of GST(CGST/SGST/IGST). The Vendor has to quote the applicable taxes separately in the Bill of Material.
- 10.2. The item value along with GST should be claimed in the invoice and GST will be paid in actuals at our end.
- 10.3. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the price validity period.



10.4. From the date of placing the order till the delivery of the systems, if any changes are brought in the duties such as excise/customs etc., by the Government resulting in reduction of the cost of the systems, the benefit arising out of such reduction shall be passed on to the Bank.

10.5. Applicable Taxes will be paid at actuals.

11. Order Cancellation/Termination of Contract

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

11.1.1. Delay in delivery of e-Procurement services in the specified period.

11.1.2. Serious discrepancies noted in the inspection.

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

11.2. 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:

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

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

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

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

11.2.5. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.

11.2.6. The progress made by the selected bidder is found to be unsatisfactory.

11.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

11.3. Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services.

11.4. In case the selected bidder fails to conduct an event as per stipulated schedule, the Bank reserves the right to get it conducted by alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days prior notice to the bidder.

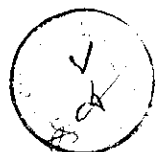
11.5. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months notice for the same. In this event, the selected bidder 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.

11.6. 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.

11.7. 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.



SECTION G - GENERAL CONDITIONS

1. General Order Terms

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

2. Roles & Responsibility during Project Implementation

- 2.1. All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as installation, testing, commissioning maintenance during warranty, shall be provided by the Bidder at no extra cost to the Bank for completing the scope of work as per this RFP.
- 2.2. 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.
- 2.3. 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.

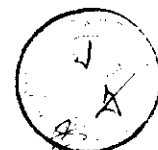
3. Responsibilities of Selected Bidder

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

4. Human Resource Requirement

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

- 4.1. 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.
- 4.2. 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.



- 4.3. 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.
- 4.4. No right to employment in the Bank shall accrue or arise to the employees or agents of the Bidder, by virtue of Engaging 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.
- 4.5. 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.
- 4.6. 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

5. Responsibility for Completeness

- 5.1. The bidder shall ensure that the Solution provided [Hardware/Software etc.] meets all the technical and functional requirements as envisaged in the scope of the RFP.
- 5.2. The bidder shall deliver, install the equipment and port the software, arrange for user level demo at bidder's cost as per accepted time schedules. The bidder is liable for penalties levied by Bank for any deviation in this regard. The bidder shall provide for all drivers/software required to install, customize and test the system without any further charge, expense and cost to Bank.
- 5.3. The Bidder shall be responsible for any discrepancies, errors and omissions or other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the bank or not. The bidder shall take all corrective measures arising out of discrepancies, error and omission other information as mentioned above within the time schedule and without extra cost to the bank.

6. 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 meant for the solution under this RFP and the vendor shall extend all cooperation in this regard.

7. 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

8. Assignment

- 8.1. The vendors shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's prior written consent.
- 8.2. 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.

9. 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.

10. Insurance

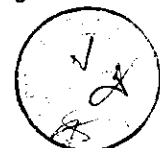
The Hardware to be supplied will be insured by the bidder against all risks of loss or damages from the date of shipment till such time, the same is delivered and installed at site and handed over to the Bank/Office. The Bidder has to obtain transit insurance cover for the items to be delivered from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

11. Guarantees

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

12. Intellectual Property Rights

- 12.1. 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.
- 12.2. 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.

- 12.3. 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.
- 12.4. 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.

13. Confidentiality and Non-Disclosure

- 13.1. The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking as given in Annexure-6.
- 13.2. 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.

14. Indemnity

- 14.1. 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:
- 14.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;
- 14.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;
- 14.2. 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.
- 14.2.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
- 14.2.2. 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.

14.2.3. 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.

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

15. Force Majeure

15.1. 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.

15.2. 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.

15.3. 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.

15.4. 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.

16. Responsibilities of the Bidder

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

16.1. 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.

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

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

16.4. 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.

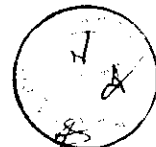
16.5. The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under



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.

17. Corrupt And Fraudulent Practices

- 17.1. 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:
- 17.2. "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
- 17.3. "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.
- 17.4. 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.
- 17.5. 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.
- 17.6. The decision of Bank in determining the above aspects will be final and binding on 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.
- 17.7. Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, Bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.
- 17.8. The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection process of vendor for Engaging Application Service Provider for providing e-Procurement Services to Canara Bank.



18. Amendments to Purchase Order

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

19. Amendments to the Agreement

Once agreement is 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.

20. 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.

21. Social Media Policy

21.1. No person of the bank or the contractors and third parties shall violate the social media policy of the bank.

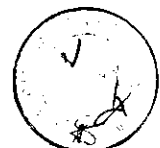
21.1.1. The following acts on the part of personnel of the bank or the contractors and third parties shall be construed as violation of social media policy:

21.1.2. Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.

21.2. 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.”

22. 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.



23. Legal Disputes and Jurisdiction of the court

- 23.1. 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.
- 23.2. 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.



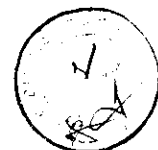
SECTION H- PURCHASE PREFERENCE

Purchase Preference to Micro and Small Enterprises (MSEs) and Startups and Purchase Preference linked with Local Content (PP-LC) shall be applicable subject to full compliance of other terms and conditions of the RFP and Contract. Following are the conditions applicable as per the Government of India Guidelines on Purchase Preference.

1. Micro & Small Enterprises [MSEs]:

Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification no. D.L.-33004/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the Government of India Guidelines

- 1.1 MSEs should provide proof of their being registered as MSE (indicating the Terminal Validity Date of their Registration) for the item under Tender/ RFP along with their offer, with any agency mentioned in the Notification, including:
 - 1.1.1 District Industries Centres or
 - 1.1.2 Khadi Village Industries Commission or
 - 1.1.3 Khadi & Village Industries Board or
 - 1.1.4 Coir Board or National Small Industries Corporation or
 - 1.1.5 Directorate of Handicrafts & Handloom or
 - 1.1.6 Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
 - 1.1.7 For ease of registration of Micro and Small Enterprises (MSMEs), Ministry of MSE has started Udyog Aadhaar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.
- 1.2 MSEs participating in tenders, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 in a situation where L1 price is from someone other than MSE & such MSE shall be allowed to supply at least 20% of total tendered value. In case there are more than one MSEs within such price band and agree to bring down their price to L1, the 20% quantity is to be distributed proportionately among these Bidders.
- 1.3 MSEs are exempted from paying Application fee/cost & EMD, subject to furnishing of Valid certificate for claiming Exemption.
- 1.4 The Eligible MSEs who intend to match the L1 Price (ultimately decided by the Bank) shall indicate the willingness to match the L1 Price within 6 working days from the date of communication from the Bank to avail the purchase preference.
- 1.5 Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Canara Bank as per Form PP-B.
- 1.6 The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.



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

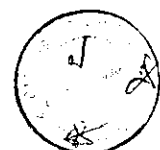
2. Startup:

- 2.1 Applicable for Indian Bidders only as defined in gazette notification no. D.L-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.
- 2.2 As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in tender document.
- 2.3 Further, the Startups are also exempted from submission of Tender Fee and EMDs.
- 2.4 For availing the relaxations, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.
- 2.5 Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Canara Bank as per Form PP-B.

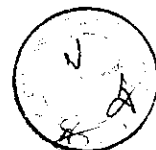
3. Procurement through Local Suppliers (Make in India):

Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 28.05.2018 has notified revised guidelines to be followed to promote manufacturing and production of goods and services in India under "Make in India" initiative.

- 3.1 "Local Supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under the aforesaid order or by the competent Ministries/Departments in pursuance of the aforesaid order.
- 3.2 The minimum local content shall be 50% in general (unless otherwise prescribed by the Nodal Ministry) and the margin of purchase preference shall be 20%.
- 3.3 For award of contract, the following clauses shall be applicable in addition to other provisions in the bidding document in this regard:
 - 3.1.1. In procurement of goods, services or works in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of goods or services or works is more than Rs. 50 lakhs, the provisions of sub-paragraph 3.3.2 or 3.3.3, as the case may be, shall apply;
 - 3.1.2. In the procurements of goods or works which are not covered by paragraph 3.3.1 and which are divisible in nature, the following procedure shall be followed:
 - 3.1.2.1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.



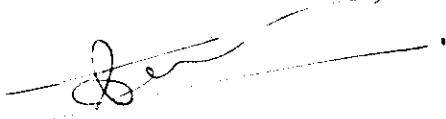
- 3.1.2.2. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case, some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- 3.1.3. In procurement of goods or works not covered by sub-paragraph 3.3.1 and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:
- 3.1.3.1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
- 3.1.3.2. If L1 bid is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching L1 price.
- 3.1.3.3. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
- 3.4 Purchase preference for domestic manufacturer/local supplier, methodology of its implementation, value addition to be achieved by domestic manufacturers, self-certification, compliance, monitoring and other terms & conditions shall be as per the aforesaid Guidelines/Notifications. The Guidelines may be treated as an integral part of the tender documents.
- 3.5 The preference to 'Public Procurement (Preference to Make in India) Order 2017' shall be subject to meeting technical specifications and full compliance of other terms and conditions of the RFP and Contract.
- 3.6 The Bidder quoting value upto Rs. 10 Crores shall be required to provide self-certification (as per Form PP-C) along with the bid that the item offered meets the minimum local content in terms of para 9(a) of the Public Procurement (Preference to Make in India) Order 2017. Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers. Bidder has to provide the value & percentage of the local content in price bids.
- 3.7 If Bidder is quoting more than Rs. 10 Crores in their Commercial Proposal, then Bidder has to submit a certificate (as per Form PP-D) from statutory auditor of the company (in case bidder is a company) or from a practicing Cost Accountant or practicing Chartered Accountant (in case bidder is not a company) along with his bid in terms of para 9(a) of the Public Procurement (Preference to Make in India)



7. For price matching opportunities and distribution of quantities among bidders (bidder's option to avail any one out of two applicable purchase preference policies, i.e., PP-LC-2017 or PPP-2012 will be considered), the precedence shall be in the following order:

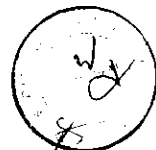
7.1 Public Procurement Policy for MSE 2012

7.2 Purchase Preference linked with Local Content (PP-LC).



BAIJU K C

DEPUTY GENERAL MANAGER



Annexure-1
Bid Covering Letter

[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]

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 Engaging Application Service Provider for providing e-Procurement Services to Canara Bank.

Ref: Your RFP 17/2018-19 dated 10/01/2019

Having examined the tender document including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer for **Engaging Application Service Provider for providing e-Procurement Services to Canara Bank** in conformity with the said tender in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

If our offer is accepted, we undertake to complete delivery, Installation, Integration, Commissioning and Maintenance of solution as per timelines mentioned in the RFP for each ordered locations.

If our offer is accepted, we undertake to provide Technical consultancy / Service support / Guidance for the solution/software supplied as per the above referred RFP, during the contract period. We enclose a Demand Draft / Bank Guarantee/ Exemption Certificate in lieu of EMD for Rs. 50,000/- in favour of Canara Bank as EMD.

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

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

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.



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.

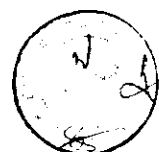
We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Date

Signature with seal

Name :

Designation :



Annexure-2

Eligibility Criteria Declaration

[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]

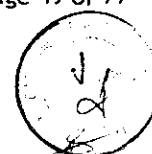
The Deputy General Manager
Canara Bank
APM Group - DIT Wing
HO: Bengaluru

SUB: RFP for Engaging Application Service Provider for providing e-Procurement Services to Canara Bank.

Ref: Your RFP 17/2018-19 dated 10/01/2019

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
CONSTITUTION	a.	The Bidder should be a Registered Company in India as per Indian Companies Act, 1956/2013 and should have been in existence for at least 3 years from the date of Bid Submission.	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 Turnover of the Bidder should be minimum Rs. One Crore per year during last three financial years (i.e. 2015-16, 2016-2017, 2017-18).	Audited balance Sheet for last Three (3) Years (i.e. 2015-16, 2016-17 and 2017-18). OR Bidder must produce a certificate from the Company's Chartered Accountant to this effect.	
BIDDERS EXPERIENCE	c.	The Bidder should have conducted at least 100 e-Procurement events/ Reverse Auction events per year during the last three years i.e. from 01/01/2016 to 31/12/2018 from any PSB/PSU/Govt. departments.	Necessary Proof/Letter from from any PSB/PSU/Govt. departments for having conducted e-Procurement or Reverse Auction to be submitted	
	d.	The Bidder should have implemented end to end e-Procurement Solution in <u>at least three</u> PSB/ PSU/ Govt. Departments.	Necessary Proof/Letter from the Organizations for having implemented end to end e-Procurement Solution to be submitted.	
	e.	The Bidder should have their Support Office in Bengaluru or shall support Bank in its e-procurement through their representative at Bengaluru.	The Bidder has to submit the details viz., address, phone no., email id and contact person Name & Mobile no. etc as per Annexure-4.	



CERTIFICATIONS	f.	The Bidder should have ISO:9001 and ISO:27001 certificate for conducting e-procurement activities.	Copy of Certificates to be submitted.	
	g.	The Bidder should have a valid STQC certificate issued/ reviewed by STQC for e-Procurement Solution provided to any of their clients.	Documentary proof of certification should be provided for the offered solution.	
	h.	The Bidder should conform to the requirements of CVC guidelines, Gol guidelines on e-Procurement and IT Act 2000 and its subsequent amendments.	Bidder should submit Self-Declaration letter conforming to the requirements of CVC guidelines, Gol guidelines on e-Procurement and IT Act 2000 and its subsequent amendments.	
DECLARATION	i.	The Bidder should not have been debarred or blacklisted by any PSB/ PSU/ Govt. Departments as on the date of Bid Submission.	Bidder should give declaration to this effect.	

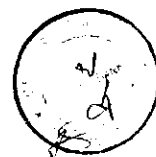
We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection.

Date

Signature with seal

Name :

Designation :



Annexure-3

Applicant's Profile

[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]

SUB: RFP for Engaging Application Service Provider for providing e-Procurement Services to Canara Bank.

Ref: Your RFP 17/2018-19 dated 10/01/2019

Sl. No	Particulars	Details
a)	Name of the Company	
b)	Proposed Solution Name	
c)	Constitution (Public Ltd./Pvt. Ltd./LLP etc)	
d)	Date of Establishment/Incorporation	
e)	Whether registered as MSE for the item under the RFP? (Proof of registration as MSE indicating terminal validity date of registration for the item under the RFP.)	
f)	Whether Recognized as a Startup by Department of Industrial Policy and Promotion (DIPP)? (Proof of such Recognition, indicating terminal validity date of registration and Certificate from CA that the Turnover of the entity has not Exceeded Rs 25 Cr for any Previous year.)	
g)	Whether eligible for Purchase Preference linked with Local Content under Public Procurement (Preference to Make in India) Order 2017, and Notifications issued thereunder? (Form PP-C or PP-D as applicable.)	
h)	Address of Corporate Office	
	Address of the Registered Office	
	Order to be placed on Registered Office/Corporate Office with contact person details?	
i)	Telephone No	
	E-mail Address	
	Website	
j)	Annual Turnover	2015-2016
		2016-2017
		2017-2018
k)	Net worth as on 31/03/2018	



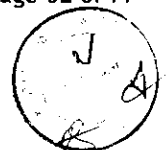
l)	PAN number for Income Tax Purpose	
	GST Number	
	<u>Beneficiary Bank Details</u>	
	Beneficiary Name	
	Beneficiary Account Number	
	Type of Bank Account (Current/OD/OCC etc.)	
	IFSC Code	
	Beneficiary Bank Name & Branch address	

Date

Signature with seal

Name :

Designation :



Annexure-4
Details of Offices/ Branches /Service Centers

[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]

SUB: RFP for Engaging Application Service Provider for providing e-Procurement Services to Canara Bank.

Ref: Your RFP 17/2018-19 dated 10/01/2019

Sl. No.	Location	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.	Any other					

Date

Signature with seal

Name :

Designation :



Annexure-5

Track Record of Past Implementation of e-Procurement Services

[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]

SUB: RFP for Engaging Application Service Provider for providing e-Procurement Services to Canara Bank.

Ref: Your RFP 17/2018-19 dated 10/01/2019

Name of the Bidder _____

Sl. No.	Name of the Client/s where e-Procurement services offered	e-Procurement			Contact Person, Name, Tele No, FAX No & Address
		Services/modules offered	No. of events conducted so far in last three years	Yrs. of service provided	
1.					
2.					
3.					
4.					
...					
....					

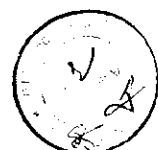
(Enclose necessary documentary proof)

Date

Signature with seal

Name :

Designation :



Annexure-6

Non-Disclosure Agreement

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

SUB: RFP for Engaging Application Service Provider for providing e-Procurement Services to Canara Bank.

Ref: Your RFP 17/2018-19 dated 10/01/2019

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 "Engaging Application Service Provider for providing e-Procurement Services to 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 :



Annexure-7
Technical Specifications for Engaging Application Service Provider for providing e-Procurement Services to Canara Bank

[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]

SUB: RFP for Engaging Application Service Provider for providing e-Procurement Services to Canara Bank.

Ref: Your RFP 17/2018-19 dated 10/01/2019

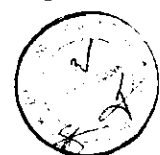
Note:
i. If the Bidder feels that certain features offered are superior to what has been specified by the Bank, it shall be highlighted separately. Information regarding any modification required in the proposed solution to meet the intent of the specifications and state-of-the-art technology shall be provided. However, the Bank reserves the right to adopt the modifications / superior features suggested/offered.
ii. The Bidder shall provide all other required equipments and/or services, whether or not explicitly mentioned in this RFP, to ensure the intent of specification, completeness, operability, maintainability and upgradability.
iii. The selected bidder shall own the responsibility to demonstrate that the services offered are as per the specification/performance stipulated in this RFP and as committed by the bidder either at site or in bidder's work site without any extra cost to the Bank.

A. TECHNICAL REQUIREMENTS

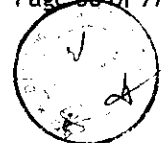
Sl. No.	TECHNICAL REQUIREMENTS	BIDDER'S COMPLIANCE (YES/NO)
1.	INFRASTRUCTURE	
1.1.	Bidder to provide details of the infrastructure, hardware, software, power supply, connectivity details.	
1.2.	Bidder to provide details of the Data Centre and Disaster Recovery Site (if any) and the redundancy available in case of any eventuality.	
1.3.	Bidder to provide the details of the helpdesk.	
1.4.	Bidder to provide the details regarding number of concurrent events that can be conducted. The same shall be demonstrated at the UAT.	
1.5.	Bidder to provide documents pertaining to the audit process being followed by them.	
1.6.	Bidder to provide documentation for PKI compliance of the services rendered.	
1.7.	The System should work with the Digital Certificates (Class II/Class III) issued by any of the licensed Certifying Authorities in India.	
1.8.	The System should support Evaluation based on a formula by which some percentage is allocated for Technical and some percentage is allocated for Commercial.	
1.9.	The entire data should be held in encrypted form (minimum of 128 bit encryption) and the ASP should be able to provide all the data on CD/DVD on a quarterly basis.	



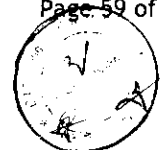
1.10.	The system shall incorporate Data Intrusion System, Firewall, Online Virus Scanning to prevent unauthorized and malicious access apart from normal measures already in place for the same.
1.11.	The selected Bidder shall guarantee a Quarterly uptime of minimum 99% for the Backend Infrastructure (hardware/software from the date of commencement of the proposed solution. (Any planned shutdown will not be considered for calculating SLA).
2.	ACCESS CONTROL
2.1.	Access to the System by Bank as well as proposed Vendors should be by way of User-Id & Password through digital signatures for all Tenders.
2.2.	The system should have at least 2 levels of Access Control at Bank: a. Administrator - who will be the Super User and create Internal Users b. Tender Owners - Users who will create Tenders, create Corrigendum, attend pre-bid meetings, download Tender documents of Vendors, evaluate etc. and who can approve Tenders.
2.3.	The system should support multiple users on request of the Bank. The same should be made available at no extra cost to the bank.
2.4.	Creation of User ID's should be automated without interference from the Bank/ASP.
2.5.	The Tender document should not get uploaded unless one of the Administrators of Bank has approved the document for upload.
3.	OTHER REQUIREMENTS
3.1.	E-procurement solution should conform to the requirements of CVC guidelines.
3.2.	All data should be maintained & preserved in keeping with the provisions of the IT Act 2000 and its subsequent amendment 2008 Act.
3.3.	Bidder to provide details of implementation team along with appropriate experience in similar projects.
3.4.	Application should ensure that the tender documents issued to /downloaded by bidders are complete in shape as per the approved tender documents including all its corrigendum.
3.5.	Application should detect and alert about the mandatory missing pages/files/documents to the tenderer, if any before Bid Submission.
3.6.	Application should ensure that all the corrigendum issued by the Competent Authority are being fully communicated in proper fashion to all bidders including those who had already purchased/downloaded the bid documents well ahead of the due date and before uploading the corrigendum.



3.7.	Application solution should be customized to process all type of tenders viz Limited /Open / Global Tenders.
3.8.	Application should have Online Public Tender opening event feature.
3.9.	Application should have facilities for evaluating/loading of bids, strictly in terms of criteria laid down in bid documents.
3.10	Application should have sufficient safeguards to deal with failed attempt blocking.
4.	SCOPE OF WORK
4.1.	The Solution should enable Bank for e-Procurement of any Product, service or goods.
4.2.	The Solution should be a single domain solution with independent modules and should be capable of being implemented independent of each other.
4.3.	The system should cover full life cycle of purchase (from Indent to Purchase Order)
4.4.	<p>The System should have the following Modules:</p> <ul style="list-style-type: none"> a. Creation of user-ids for various Departments for different projects/tenders b. Creation of Requisition c. Creation of Tender d. Cancel/Re-invite Tender e. Prepare Tender document online f. Approve Tender online g. Create Bidding formats h. Centralized Registration of Vendors/ Contractors i. Uploading of Tenders j. Downloading of Tenders by prospective Vendors k. Pre-Bid Queries l. Online Pre-Bid Meetings m. Publish Minutes of Pre-Bid Meeting n. Submit Bids Online o. Upload attachments to Tender p. Downloading of Bidder documents with Bidder's Digital Signature validation q. Technical Evaluation r. Price Bid Opening s. Publish Tender Results t. Award of Contract u. Purchase Order v. Management Information System (MIS) w. Audit Trail x. Reverse Auction y. Availability of system 24x7 z. The solution should be ready for e-payment integration
4.5.	The ASP should have a well-organized Help-line during Events.
4.6.	The ASP should customize the Software suitable for Bank's Technical and Functional Requirement and should make the application ready for UAT within 30 days of acceptance of the Purchase Order (PO)/Letter of Intent (LOI).



4.7.	The Successful ASP must ensure regular backup on Daily /Weekly/Monthly/Yearly basis.
4.8.	The Successful ASP must maintain Onsite and Offsite Backup.
4.9.	The Successful ASP should have 128 bit AES (Advanced Encryption Standard) encryption for data at rest and data-in-flight during backup and replication
4.10	The Successful Bidder must ensure periodic testing of tape for data integrity and availability and the same should be confirmed to the Bank.
5.	SYSTEM SUPPORT
	The offered solution should have support for the following: 1. Operating Systems: Windows 7, Windows 8, Windows 10 and above.
5.1.	2. Internet Browsers: a) IE 9, 10, 11 and above. b) Google Chrome Version 51 and above. c) Mozilla Firefox version 47 and above.
	3. Java Runtime Environment 6u31 and above
6.	SECURITY CONSIDERATIONS
6.1.	Application should be secure from making any temporary distortion in the electronic posting of tender notice which could mislead some vendors.
6.2.	System should be safe from sending discriminatory communication to different bidders about the e- Procurement process.
6.3.	Application should be safe from submission of fake bids.
6.4.	Encryptions of bids should be done at clients end before transmission.
6.5.	Safety against tampering and stealing of information of submitted bid etc. during storage before its opening to be ensured.
6.6.	Application should be safe from siphoning off and decrypting the clandestine copy of a bid encrypted with Public key of tender opening officer.
6.7.	Application should be safe from mutilation / sabotage or otherwise rendering the encrypted bid in the e-tender box during storage to make it unreadable / invalid in any form, before opening of the bids.
6.8.	Introduction of special characters / executable files etc. by users should be restricted in the application.
6.9.	Validity check of Digital Signature Certificate to be done at server end.
6.10	Solution should support feature that even though a published tender is deleted from the application, system does not allow permanent deletion of the published tender from the Database.
6.11	Sufficient security features to be provided in the application for authentication procedure of the system administrator like ID, password, digital signature, biometric etc.
6.12	Audit trails should be captured in the application on media and these should not be prone to tampering, such as optical write once.



6.13	Log shipping feature should be available, where a separate dedicated server receives the logs from the application over a web in real time.	
6.14	Integrity and non-tampering to be ensured in maintaining the server clock synchronization and time stamping.	
6.15	Application should generate exception report / system alerts etc. to indicate the resetting of the clock, in case the application for time stamping is killed at the server level and time is manipulated.	
6.16	Application should ensure that the quotes from various bidders with their name are not being displayed to any one including the Organization during carrying out of the e-reverse auction process.	
6.17	Application should be fit for usage complying with the requirements of tender processing viz. Authenticity of tenderer, non-repudiation and secrecy of information till the actual opening of tenders.	
6.18	Comprehensive third party audit as per statutory requirement and also as per the requirements of e- tender processing (compliance to IT Act 2000 and its subsequent amendment 2008) should have been conducted before putting it to public use.	
6.19	Application should comply with CVC's Guidelines from time to time on Security considerations for e-Procurement Systems.	

B. FUNCTIONAL REQUIREMENTS

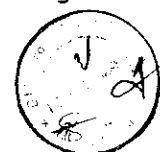
Sl. No.	FUNCTIONAL REQUIREMENTS	BIDDER'S COMPLIANCE (YES/NO)
1.	USER INTERFACE	
1.1.	GUI based Wizard Driven Configuration Customized Look & Feel, Graphical Representation, Online/Onscreen help features etc.	
1.2.	Home Page should have search option with different parameters like event reference no., date, status, event keyword etc.	
2.	TYPES OF TENDERS	
2.1.	General Tenders	
2.2.	Rate Contracts	
2.3.	Single/Multiple Envelope Bidding	
2.4.	Open Tender where any Vendor can bid	
2.5.	Limited Tender where only limited Vendors can Bid	
2.6.	EOI /Expression of Interest.	
2.7.	NCB (National Competitive Bidding)	
2.8.	Goods Tender - with quote for each line item	
2.9.	Works Tender - with quote in % of the estimated cost.	
3.	INDENT CREATION	
3.1.	Approve and reject Indent	



3.2.	Split Single Indent into multiple Tenders	
3.3.	Combine multiple indents into single Tender	
4.	TENDER NOTICE CREATION	
4.1.	It should be possible to float Tender notice in any format	
4.2.	Notices should be visible to Vendors only after it is approved	
4.3.	System should allow Archival of Tenders and allow retrieval when required.	
4.4.	System should allow Cancelled Tender to be revived	
4.5.	It should be possible to categorize Tender as New, Live, Archive, Cancelled, Opened, Completed etc. for ease.	
4.6.	There should be provision for attaching images with Tender Notice	
4.7.	The system should have the capability of assigning unique internal reference number to each Tender.	
4.8.	There should be a facility for Online Pre-bid Meeting, if required.	
5.	TENDER SETTINGS	
5.1.	System should support Tenders with or without RFP cost	
5.2.	System should support Tenders with or without EMD	
5.3.	System should support Tenders with or without Pre-Bid Meeting	
5.4.	System should support Tenders with or without pre-qualification phase	
5.5.	System should support Tenders with or without Technical Bid	
5.6.	System should have provision for inviting EOI and issuing RFP to only pre-qualified bidders of EOI	
5.7.	System should have inbuilt check to ensure that incomplete bids in any manner is not accepted	
5.8.	Bid withdrawal option should be available such that Vendor is allowed to withdraw bid, that they might have submitted on or before due date and time.	
5.9.	System should have facility of sending emails to all Registered Vendors.	
5.10.	System should have the ability to set maximum size of single file upload.	
5.11.	System should have ability for uploading various types of documents	
5.12.	System should have facility for Vendor Registration & Administration	
5.13.	Bank should be able to blacklist a Vendor.	
5.14.	System should be possible to download Tenders free of cost also.	
5.15.	System should maintain record of names of those Vendors who have downloaded the Tender document.	



5.16.	System should be possible to specify online brief description of the Tender to enable Vendors to view.	
6.	TENDER UPLOAD	
6.1.	System should allow upload of multiple documents for a Tender.	
6.2.	System should have the facility of virus scan for uploading documents by the Vendors.	
7.	TENDER CORRIGENDUM	
7.1.	It should be possible to upload corrigendum and correlate them to the main Tender.	
7.2.	Corrigendum should be maintained chronologically.	
7.3.	Corrigendum should be made visible to all those who have already downloaded the original Tender.	
8.	ONLINE PRE-BID QUERIES	
8.1.	The system should allow Vendors to post any number of questions.	
8.2.	It should be possible for Vendors to upload pre-bid queries within the timeline prescribed.	
8.3.	The system should have the facility of masking the name of the Vendors who have raised the questions and should be visible only to Bank.	
9.	ONLINE PRE-BID MEETING	
9.1.	There should be a facility of replying to all or selected questions	
9.2.	The system should not allow questions to be raised after pre-bid meeting date is over.	
9.3.	The system should allow upload of replies to pre-bid meeting.	
9.4.	The system should be able to publish minutes of the meeting.	
10.	VENDOR REGISTRATION	
10.1.	Only those Vendors who Register with Bank for each Tender shall have access to the Tender	
10.2.	It should be possible to provide different levels of access to the employees of the Vendors as required by them.	
11.	E-PAYMENT	
11.1.	The solution should be capable to receive the payment via e-payment as well as offline mode. Hence, both the payment options should be available. In case of offline payment, the vendor should be able to submit the payment details of DD/BG etc.	
11.2.	The solution should be capable to integrate with payment gateway.	
11.3.	The solution should be bank neutral as far as the e-payment gateway integrations are concerned.	



11.4.	Electronic Performance Bank Guarantee (PBG) feature should be incorporated/made available.	
12.	BID SUBMISSION	
12.1.	System should allow online submission along with attachments	
12.2.	Tender Opening links should not get activated before due date and time.	
13.	BID OPENING	
13.1.	System should support online Tender Opening where Vendors can participate online from their respective offices.	
13.2.	In case of multi envelope Tender, it should not be possible to open the second stage envelope unless the first stage (envelope) is completed.	
13.3.	System should have a provision such that Vendors can mark their presence online when they try to participate in online Tender opening event.	
13.4.	System should have a provision that Bank can see the name of the Vendors who are present online at the time of online Tender Opening event.	
13.5.	As each stage of e-Procurement gets completed the comparative chart of vendors should get auto generated.	
13.6.	Rejected vendors should not qualify for next round automatically.	
13.7.	System should have the facility to export data to spread sheets.	
13.8.	System to support co-signing facility for bid opening, evaluation etc.	
13.9.	System should have an option to select a bidder based on individual line item of requirement or on the basis of overall cost of items.	
13.10.	Solution should have the flexibility to make desired combination of members to form a committee at any point of time before bid opening events.	
13.11.	For Reverse Auctions Alias names should be auto generated for the Bidders and the same shall be visible to the Bank at the time of live event. Once RA has been completed, bidder's names should be visible to Bank.	
14.	REVERSE AUCTION/FORWARD AUCTION	
14.1.	System should have provision of Reverse / Forward, including Rank bidding, Anonymous & Alias bidder etc.	
14.2.	System should have provision for Parameters Defining and Setting of Opening Price, Historic Price, Reserve Price, Landed & Base Price etc.	
14.3.	The System should display and record Start and End Time.	
14.4.	There should be Automatic and Manual Extensions and Closing rules.	
14.5.	There should be facility of Uploading file attachments.	
14.6.	There should be facility for Message Broadcast to Vendors during auction for information and clarification.	

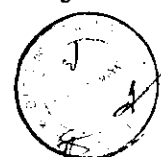


14.7.	Administration features like Roles and Rights, Checking login status of participants etc. should be available.	
14.8.	The system should be capable of providing event-wise history, Vendor-wise, Product-wise, date-wise reports etc.	
14.9.	System should have the provision to generate L1, L2, L3 chart dynamically.	
14.10.	Audit Trail - logs should be available for all User Transactions and administrative actions.	
15.	ADMINISTRATION	
15.1.	Vendor administration	
15.2.	Monitoring Roles and Rights Control	
15.3.	Checking the login status of the participants	
15.4.	Masking of Vendors' identity to others who are participating in the bidding process and/or during Reverse Auction.	
15.5.	There should be facility of Broadcasting messages to Vendors during events for information and clarifications.	
16.	REPORTS	
16.1.	The System should be capable of generating detailed reports in Excel/HTML/PDF and any other format specified by Bank.	
16.2.	The System should be capable of providing Event-wise bid history, Supplier-wise, Product-wise, date-wise, time-wise reports etc.	
16.3.	The System should be configured to generate all reports by auto or schedule and send via SMTP on daily/Weekly/monthly/yearly as per the bank requirement.	

C. Policy for Transmission of Messages Over Networks other than Bank's WAN

The following aspects should be incorporated in the software for messages not being routed through the Bank's own network

Sl. No.	Requirement of the Bank	Compliance Yes / No
1.	Security Guidelines	
1.1.	Bidder's site should be a secured site certified by a reputed IS audit firm specialized in IT security or a Govt agency like Cert-in or by an internationally recognized agency.	
1.2.	The system should be resistant to spoofing, tampering of data, repudiation, information disclosure, denial of service and elevation of privilege.	
1.3.	Canara Bank will be the sole owner of all the data/information asset which cannot be shared to any other party without prior written permission of the bank.	
1.4.	Secure transmission between server and client. All data should be encrypted when sent over networks other than the Bank's own network.	



1.5.	The data should be encrypted using symmetric or asymmetric keys. However, the exchange of keys for symmetric encryption should be conducted using asymmetric keys. Specially, encryption methodology like SSL must be deployed while communicating with the payment gateway over public network.	
1.6.	There should be provision for dynamically changing the keys used for encryption. If static keys are used, they should be changeable periodically.	
1.7.	Asymmetric keys should have minimum length of 1024 bit.	
1.8.	Encryption algorithms like 3DES, AES, RC4 and blowfish Use with of 128 bit keys (1024 bits for RSA) at a minimum.	
1.9.	The entire process has to be PKI enabled and digitally signed.	
2.	<u>Application Security:</u>	
2.1.	All users should be authenticated before access is provided.	
2.2.	Application should enforce minimum password length of 8 characters.	
2.3.	Password expiry should be set.	
2.4.	Password history should be maintained. The last 3 passwords should not be usable.	
2.5.	Account lockout feature should be configured.	
2.6.	Web based applications should comply with security standards including OWASP.	
2.7.	Role based access is mandatory	
2.8.	Time based access is mandatory	
2.9.	IP based access (optional)	
2.10.	Biometric access (optional)	
2.11.	Time stamping of all events.	
2.12.	The authentication mechanism of the e-procurement application should ensure that the credentials are submitted on the pages that are server under SSL.	
2.13.	The application should enforce access control model to ensure that the parameter available to the user cannot be used for launching any attack.	
2.14.	The session tokens should be adequately protected from guessing during an authenticated session.	
2.15.	The application should ensure that it does not present user error messages to the outside world which can be used for attacking the application.	
2.16.	The application may accept input at multiple points from external sources, such as users, client applications, and data feeds. It should perform validation checks of the syntactic and semantic validity of the input. It should also check that input data does not violate limitations of underlying or dependent components, particularly string length and character set. All user-supplied fields should be validated at the server side.	
2.17.	Logging should be enabled across all applications in the environment. Log file data is important for incident and trend analysis as well as for auditing purposes.	
2.18.	The application should log failed and successful authentication attempts, changes to application data including user accounts, serve application errors, and failed and successful access to resources.	
2.19.	When writing log data, the application should avoid writing sensitive data to log files.	



3.	<u>Operating System Security</u>	
3.1.	Default accounts should be disabled.	
3.2.	All users should have a unique user-id. There should be no sharing of user accounts.	
3.3.	Operating System should enforce minimum password length of 8 characters.	
3.4.	Password expiry should be set.	
3.5.	Password history should be maintained. The last 3 passwords should not be usable.	
3.6.	Account lockout feature should be enabled.	
3.7.	The Operating System should force a new user to change the password at first logon.	
3.8.	Operating System should enforce password complexity with the following characteristics a) Password should not contain any portion of user-id b) Password should have a combination of upper-case and lower-case alphabets, numerals and special characters.	
4.	<u>Database Security:</u>	
4.1.	All users should be authenticated before providing access.	
4.2.	There should not be any account with default password or with no password.	
4.3.	All users should have a unique user-id. There should be no sharing of accounts	
4.4.	User accounts should be created in the database for application access database backup and database optimization. All accounts should be provided access only to the database tables used by the specific application.	
4.5.	The default user profile should be modified to enforce account policy settings.	
4.6.	The database should enforce minimum password length of 8 characters	
4.7.	Password history should be maintained.	
4.8.	Account lockout feature should be enabled.	
4.9.	Password expiry should be set.	
4.10.	Integrity of data in concurrent user mode should be designed in the database through record locking or two-phase locking / commit features .	
4.11.	Referential integrity should be maintained in the database design and should include cascading update and cascading delete.	
4.12.	Logging should be enabled for security related events	
4.13.	Sensitive data should be encrypted or hashed in the database and file system. The application should differentiate between data that is sensitive to disclosure and must be encrypted, data that is sensitive only to tampering and for which a keyed hash value (HMAC) must be generated, and data that can be irreversibly transformed (hashed) without loss of functionality (such as passwords). The application should store keys used for decryption separately for the encrypted data.	



4.14.	Sensitive data should be encrypted prior to transmission to other components. It should be verified that intermediate components that handle the data in clear-text form, prior to transmission or subsequent to receipt, do not present an undue threat to the data. The application should take advantage of authentication features available within the transport security mechanism. Specially, encryption methodology like SSL must be deployed while communicating the payment gateway over public network.	
5.	<u>Hardware Requirements at Data Centre</u>	
5.1.	Entire Hardware required at Data Centre and, for implementing the e-procurement, shall be procured, deployed and maintained by the Bidder.	
5.2.	The proposed configuration of Hardware shall cover CPU, main memory required, storage requirement, auto-backup, dual systems for fault free operations, devices, etc. which takes into consideration the present and future volume estimates, current technology, and path for upgrade/growth. Dual system redundancies should be built in the proposed hardware to ensure the desired performance needs considering the load on the system in terms of transaction volumes, estimated number of users, etc.	
5.3.	Deploy all Hardware and Software to handle the present and future estimates of volume of data and transactions for atleast 7 years and on extended tenure, if any	
5.4.	Deployment of routers, Firewall, IPS/IDS, Remote Access and network segmentation for perimeter defense.	
5.5.	Network authentication through deployment of password policy for accessing the network resources to minimize unauthorized access to the e-procurement system at system level.	
5.6.	Deployment of logging at OS/network level and monitoring the same.	
5.7.	The security of individual servers, workstations and network hosts, especially when remote access is allowed should be in place to resist common attacks.	
5.8.	Servers, Workstations and network hosts should be updated with latest patches, latest security updates whenever released.	
5.9.	All the installed OS software/firmware must be of stable version and all recommended patches should be installed by the Successful Bidder and the same to be submitted to the bank on monthly basis.	
5.10.	Suitable control like anti-virus, anti-spyware etc. should be deployed on the hosts associated with e-procurement system. Otherwise suitable operating system which is immune to virus, Trojan and malware should have been deployed.	
5.11.	The load balancing of the web application should be implemented depending on the number of expected hits and access the options for clustering of servers.	
5.12.	Suitable management procedure should be deployed for regular back-up of application and data. The regularity of data backup should be in commensurate with the nature of transaction/business translated into the e-procurement system.	
6.	<u>Access Control</u>	
6.1.	Application should enforce an authorization mechanism that provides access to sensitive data and functionality only to suitably permitted users.	



6.2.	The role-based access controls should be enforced at the database level as well as at the application interface.	
6.3.	Authorization checks should be followed post successful authentication and all attempts to obtain access without proper authorization should be logged.	
6.4.	There should be regular testing of key applications that process sensitive data and of the interfaces available to users through internet that includes "black box" informed testing against the application to determine is users can gain access to data from other accounts.	
6.5.	Public Key Infrastructure (PKI) should have been implemented which are required in order to establish non-repudiation and to ensure the security of the online system.	
6.6.	It should be ensured that participating contractors and suppliers, as well as the department users, will be using Digital Signature Certificate (DSC) by a licensed Certification Authority	

Declaration:

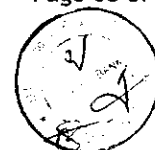
1. We hereby Confirm that we have various certificates/bench mark testing standards for the items quoted to meet the intent of the RFP.
2. We hereby Confirm that we have back to back arrangements with third party hardware & software for providing continuous and un-interrupted support to meet SLAs obligations as per RFP Terms.

Date

Signature with seal:

Name :

Designation :



Annexure-8

Undertaking of Authenticity for e-Procurement Services in Canara Bank

[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]

**SUB: RFP for Engaging Application Service Provider for providing e-Procurement
Services to Canara Bank.**

Ref: Your RFP 17/2018-19 dated 10/01/2019

We hereby undertake that all the services/software used in the e-Procurement
Solution/Services under the above shall be original new components /parts /assembly
/software only from respective OEMs of the products and that no refurbished / duplicate /
second hand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system/software if asked for by
you in the purchase order the same shall be supplied along with the authorized license
certificate and also that it shall be sourced from the authorized source.

We confirm that the software/service is free from bugs, malware, covert channels in code
etc.

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

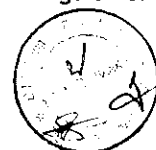
In case of default and we are unable to comply with the above at the time of delivery, for
the services already billed, we agree to take back the e-Procurement Solution/Services
without demur, if already supplied and return the money if any paid to us by you in this
regard.

Date

Signature with seal

Name :

Designation :



Annexure-9

Compliance Statement

[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]

SUB: RFP for Engaging Application Service Provider for providing e-Procurement Services to Canara Bank.

Ref: Your RFP 17/2018-19 dated 10/01/2019

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		
Technical Specifications		
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 :



Annexure-10

Undertaking Letter

[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]

SUB: RFP for Engaging Application Service Provider for providing e-Procurement Services to Canara Bank.

Ref: Your RFP 17/2018-19 dated 10/01/2019

- a. We understand that the total price quoted in the column G of Bill of Material (ANNEXURE-12) is for arriving at L1 and that the Bank will pay the charges based on the actual number of events at the charges quoted under column D of Bill of Material.
- b. We understand that Bank shall be placing Order to the Selected Bidder exclusive of taxes only.
- c. We also confirm that we have quoted the solution with GST only.
- d. We also confirm that in case of invocation of any bank Guarantee submitted to the Bank, we will pay applicable GST on Bank Guarantee amount.
- e. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.
- f. We here by confirm to undertake the ownership of the subject RFP.
- g. We also confirm that we have quoted for post warranty AMC rates (as per terms and conditions of the tender), giving the rates/price in Bill of Material (BOM).
- h. We hereby undertake to provide necessary hardware with latest product and software with latest version and any third party licenses with latest version required for the implementation of the Solution. The charges for the above have been factored in Bill of Material (BOM), otherwise the Bid is liable for rejection. We also confirm that we have not changed the format of BOM.

Date

Signature with seal

Name :

Designation :



Annexure-11

Escalation Matrix

[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]

SUB: RFP for Engaging Application Service Provider for providing e-Procurement Services to Canara Bank.

Ref: Your RFP 17/2018-19 dated 10/01/2019

Name of the Company:

Delivery Related Issues:

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

Service Related Issues:

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

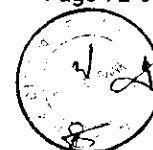
Any change in designation, substitution will be informed by us immediately.

Date

Signature with seal

Name :

Designation :



Annexure-12

Bill of Material

[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]

SUB: RFP for Engaging Application Service Provider for providing e-Procurement Services to Canara Bank.

Ref: Your RFP 17/2018-19 dated 10/01/2019

Price Schedule

[Amount in Rs.]

Sl. No.	Details	Details of Charge Per Event				Estimated No. of events in one year*	No. of Years	Total estimated charges (inclusive of all taxes) for Three years
		Charges per event (exclusive of taxes)	Applicable Tax %	Tax Amount	Total Charges per event (inclusive of taxes)			
		A	B	C= A x B	D= A+C	E	F	G = D x E x F
1.	e-Tender Event without Reverse Auction					25	3	
2.	e-Tender Event with Reverse Auction					25	3	
3.	Online Reverse Auction Event					50	3	
Total of Sl. No. 1 & 2 & 3								

* Number of events is indicative only.

Declaration:

- a. Bill of material is submitted on the letter head and is signed by an Authorised Signatory with Name and Seal of the Company.
- b. We confirm that we have gone through RFP clauses, subsequent amendments and replies to pre-bid queries (if any) and abide by the same.
- c. 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.
- d. 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.
- e. We agree to the payment schedule as per "Payment Terms" of the RFP.

Date

Signature with seal

Name :

Designation :

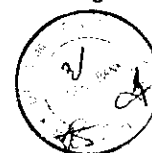


Appendix-A

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 (not initials) of the authorized signatory. All the Annexures must be submitted on Letter Head only.

- 1) Index of all the documents submitted with page numbers.
- 2) Cost of Tender document by way of DD payable at Bengaluru/Exemption Certificate.
- 3) Earnest Money Deposit (EMD)/Bank Guarantee/Exemption Certificate in lieu of EMD.
- 4) Self-Declaration of MSEs/Startup on their Letter Head as per Form PP-B.
- 5) 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.
- 6) Bid Covering letter as per Annexure-1.
- 7) Eligibility Criteria declaration as per Annexure-2 with documentary proof in support of the Eligibility Criteria.
- 8) Applicant's Profile as per Annexure-3.
- 9) Details of Offices/Branches/Service Centers as per Annexure-4.
- 10) Track Record of Past Implementation of e-Procurement Services covering Name and addresses of major clients and email ids, telephone numbers (landline and mobile no), fax numbers of their contact executives etc., as per Annexure-5.
- 11) Non-Disclosure Agreement as per Annexure-6.
- 12) Write up on the Work Experience / Expertise of providing e-Procurement services.
- 13) Bidder should have central help Desk available on 24x7x365 basis for support and compliant booking. Details of the Help Desk phone no. & email ID has to be provided.



Appendix-B

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 (not initials) of the authorized signatory. All the Annexures must be submitted on Letter Head only. Technical Offer for this RFP shall be made as under:

- 1) Index of all the document submitted with page numbers.
- 2) Compliance to Technical specifications should be complete with all columns filled in as per Annexure-7.
- 3) Undertaking of Authenticity for e-Procurement Services in Canara Bank as per Annexure-8.
- 4) Compliance Statement as per Annexure-9.
- 5) Undertaking Letter as per Annexure-10.
- 6) Escalation Matrix as per Annexure-11.
- 7) Masked bill of Material as per Annexure-12.
- 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) Undertaking letter by the Bidder that they are having necessary licenses for all the software which is required for e-Procurement services.
- 10) Undertaking letter by the Bidder that the proposed e-Procurement solution offered by the bidder to the Bank are correct, viable, technically feasible for implementation and the solution will work without any hassles in all the locations .
- 11) Technical Documentation (Product Brochures, leaflets, manuals, drawings).
- 12) 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.
- 13) Self-Declaration letter along with location details and proof for DC & DRC setup.
- 14) Certificate from OEM/OSM conforming that the Hardware/Software/Solution/Services quoted are not impending End of Life and End of Support for next Three years.



Appendix-C

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. All the Annexures must be submitted on Letter Head only.

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

- a) Bill of Material as per Annexure-12.

