

**REQUEST FOR PROPOSAL [RFP]**

**FOR**

**“SUPPLY OF MICROSOFT SERVER OPERATING SYSTEM LICENSES &  
RED HAT ENTERPRISE LICENSES”**

Issued by: Canara Bank,  
AP&M Group, 1<sup>st</sup> Floor,  
DIT Wing, Naveen Complex,  
14, MG Road, Bengaluru -560 001  
Phone No - 080- 25590070,25584873  
Email Id - [hoditapm@canarabank.com](mailto:hoditapm@canarabank.com)



**A. BID SCHEDULE & ABBREVIATIONS**

**1. BID SCHEDULE:**

Sl. No.	Description	Details
1.	RFP No. and Date	RFP 05/2019-20 dated 09/05/2019
2.	Name of the Wing	Department of Information Technology
3.	Brief Description of the RFP	Supply of Microsoft Server Operating System Licenses & Red hat Enterprise Licenses.
4.	Bank's Address for Communication	Deputy General Manager Canara Bank, AP&M Group, 1st Floor, DIT Wing, Naveen Complex, 14 MG Road, Bengaluru -560 001
		Senior Manager, Asset Procurement & Management Group Tel - 080-25590070,25584873 Fax- 080-25596539 Email: <a href="mailto:hoditapm@canarabank.com">hoditapm@canarabank.com</a>
5.	Date of Issue of RFP	09/05/2019, Thursday
6.	Tender Fee (Non-refundable)	Rs. 11,800 ( including 18% GST)
7.	Earnest Money Deposit (Refundable)	Rs. 3,00,000/-
8.	Last Date and Time for Submission of Bids	30/05/2019, Thursday upto 3.00 PM
9.	Date, Time & Venue for opening of Part A- Conformity to Eligibility Criteria.	30/05/2019, Thursday at 3.30 PM Venue: Canara Bank, Second Floor, Conference Hall, DIT Wing-HO (Annex), Naveen Complex, 14 M G Road, Bengaluru 560001.
10.	Date and time opening of Technical Bid Part-B / Commercial Bid/Online Reverse Auction	Will be intimated at a later date.
11.	Pre-bid Meeting Date & Time	<ul style="list-style-type: none"> <li>○ Pre-bid meeting will be held on 17/05/2019, 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.</li> <li>○ Pre bid queries should be submitted as per <b>Appendix-D</b>.</li> <li>○ Pre-bid Queries to E-mail <a href="mailto:hoditapm@canarabank.com">hoditapm@canarabank.com</a> must reach us on or before 15/05/2019, Wednesday at 3.00 PM. Subject of the email should be given as "Pre Bid Queries for RFP 05/2019-20 dated 09/05/2019"</li> </ul>



12.	Other Details	<ol style="list-style-type: none"><li>1. The bidders must fulfil the Pre-Qualification criteria for being eligible to bid.</li><li>2. Subsequent changes made based on the 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 <a href="http://canarabank.com/english/announcements/tenders">http://canarabank.com/english/announcements/tenders</a></li><li>3. No suggestions or queries shall be entertained after pre-bid meeting.</li></ol>
-----	---------------	--

This document can be downloaded from following website <http://canarabank.com/english/announcements/tenders> and <http://tenders.gov.in> In that event, the bidders should pay the Tender Fee for tender document by means of DD drawn on any Scheduled Commercial Bank for the above mentioned amount in favour of Canara Bank, payable at Bengaluru and submit the same as mentioned above. Any amendments, modifications, Pre Bid replies & any communication etc. will be uploaded in the Bank's website only. No individual communication will be sent to the individual bidders.



**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.

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



**2. ABBREVIATIONS:**

1.	AD	Authorized Dealer
2.	AMC	Annual Maintenance Contract
3.	ATS	Annual Technical Support
4.	BFSI	Banking, Financial Services and Insurance
5.	BG	Bank Guarantee
6.	BOM	Bill of Material
7.	BRS	Business Requirement Specification
8.	CBS	Core Banking Solution
9.	DC	Data Center
10.	DD	Demand Draft
11.	DIT	Department of Information Technology
12.	DR	Disaster Recovery
13.	EBRC	Electronic Bank Realization Certificate
14.	EDPMS	Export Data Processing & Monitoring System
15.	EIS	Executive Information System
16.	EMD	Earnest Money Deposit
17.	FIFO	First In First Out
18.	FIRC	Foreign Inward Remittance Maintenance
19.	GST	Goods and Service Tax
20.	HO	Head Office
21.	HTTP	Hyper Text Transfer Protocol
22.	HTTPS	Hyper Text Transfer Protocol Secure
23.	IDPMS	Import Data Processing & Monitoring System
24.	IRM	Inward Remittance Maintenance
25.	KYE	Know Your Employee
26.	LD	Liquidated Damages
27.	MAF	Manufacturer Authorization Form
28.	MIS	Management Information System
29.	MSE	Micro and Small Enterprises
30.	MSME	Micro Small & Medium Enterprises
31.	MTBF	Mean Time Between Failure
32.	MTTR	Mean Time To Restore
33.	NEFT	National Electronic Funds Transfer
34.	NI Act	Negotiable Instruments Act
35.	OEM/OSM	Original Equipment Manufacturer/Original Software Manufacturer
36.	ORM	Outward Remittance Maintenance
37.	OS	Operating System
38.	PDI	Pre Delivery Inspection
39.	PERT	Project Execution and Review Technique



40.	QC	Quality Check
41.	RDBMS	Relational Database Management System
42.	RFP	Request For Proposal [Interalia the term 'Tender' is also used]
43.	RTGS	Real Time Gross Settlement
44.	SOP	Standard Operating Procedure
45.	XOS	Export Out Standing
46.	SA	Software Assurance
47.	SNS	Support & Subscription



LIST OF CONTENTS

<b>SECTION A - BID DETAILS &amp; ABBREVIATIONS</b>			
Clause No.	Clause Description	Clause No.	Clause Description
1.	Bid Schedule	2.	Abbreviations
<b>SECTION B - INTRODUCTION</b>			
1.	About Canara Bank	5.	Eligibility Criteria
2.	Definitions	6.	Participation Methodology
3.	About RFP	7.	Requirement Details
4.	Objective	8.	Scope of Work
<b>SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS</b>			
1.	Supply of OS Licenses	5.	Software, Drivers and Manuals
2.	Penalties/Liquidated Damages	6.	Subcontracting
3.	Payment Terms	7.	Defect Liability
4.	Support		
<b>SECTION D - BID PROCESS</b>			
1.	Clarification to RFP & Pre-Bid queries	8.	Software Version
2.	Pre-Bid Meeting	9.	Documentation
3.	Amendment to Bidding Document	10.	Cost & Currency
4.	Bid System Offer	11.	Erasures or Alterations
5.	Preparation of Bids	12.	Assumptions/Presumptions/Modification
6.	Tender Fee	13.	Submission of Bids
7.	Earnest Money Deposit (EMD)/Bank Guarantee In Lieu Of EMD	14.	Bid opening
<b>SECTION E - SELECTION OF BIDDER</b>			
1.	Preliminary Scrutiny	4.	Normalization of Bids
2.	Clarification of Offers	5.	Intimation to Qualified/Successful Bidders
3.	Evaluation of Bids	6.	Determination of L1 Price
<b>SECTION F - OWNERSHIP &amp; AWARDING OF CONTRACT</b>			
1.	Bid Validity Period	7.	Project Execution
2.	Proposal ownership	8.	Security Deposit / Performance Bank Guarantee



3.	Project ownership	9.	Execution of Agreement
4.	Acceptance of offer	10.	Pricing
5.	Award of Contract	11.	Order Cancellation/Termination of Contract
6.	Effective Date		

**SECTION G - GENERAL CONDITIONS**

(<https://canarabank.com/english/announcements/important-rfptender-documents-of-dit-wing> )

1.	General Order Terms	13.	Confidentiality and Non-Disclosure
2.	Roles & Responsibility during project Implementation	14.	Indemnity
3.	Responsibilities of the Selected Bidder	15.	Force majeure
4.	Human Resource Requirement	16.	Responsibilities of the Bidder
5.	Responsibility for completeness	17.	Corrupt and Fraudulent Practices
6.	Inspection of Records	18.	Amendments to the Purchase Order
7.	Negligence	19.	Amendments to the Agreement
8.	Assignment	20.	Modification/Cancellation of RFP
9.	Publicity	21.	Social Media Policy
10.	Insurance	22.	Resolution of disputes
11.	Guarantees	23.	Legal Disputes and Jurisdiction of the court
12.	Intellectual Property Rights		

**SECTION H - PURCHASE PREFERENCE**

(<https://canarabank.com/english/announcements/important-rfptender-documents-of-dit-wing> )

1.	Micro & Small Enterprises	3.	Procurement through Local Suppliers (Make in India)
2.	Startup		

**ANNEXURES ( To be submitted with Part A- Conformity to Eligibility Criteria)**

1.	Bid Covering Letter
2.	Eligibility Criteria Declaration
3.	Bidder's Profile
4.	Service Support Details
5.	Track Record of Past Implementation of Projects towards Supply of Microsoft Server Operating System Licenses & Red hat Enterprise Licenses
6.	Non-Disclosure Agreement

**ANNEXURES (To be submitted with Part-B -Technical Proposal)**





7.	Technical Specifications of Microsoft & Redhat Server Operating System Licenses
8.	Undertaking of Authenticity for Supply of Microsoft Server Operating System Licenses & Red hat Enterprise Licenses
9.	Compliance Statement
10.	Undertaking Letter Format
11.	Escalation Matrix
12.	Manufacturer Authorization Form
<b>ANNEXURES (To be submitted with Part-C -Commercial Bid (Indicative))</b>	
13.	Bill of Material

<b>APPENDICES</b>	
A.	Instructions to be noted while preparing/submitted Part A- Conformity to Eligibility Criteria
B.	Instructions to be noted while preparing/submitted Part B- Technical Proposal
C.	Instruction to be noted while preparing/submitted Part C-Commercial Bid (Indicative)
D.	Format for Sending Prebid Queries.
E.	Authorization Letter Format.
F.	Bank Guarantee Format for Earnest Money Deposit.
G.	Proforma of Bank Guarantee for Contract Performance.
H.	Format for Bank Guarantee for Advance Warranty Payment. (Not Applicable)
I.	Pre Contract Integrity Pact
J.	Business Rules and Terms & Conditions of Reverse Auction.

<b>FORMS (Purchase Preference)</b>	
FORM PP-A	Undertaking for Applicability of Purchase Preference Policy
FORM PP-B	Self-Declaration of MSEs and Startups
FORM PP-C	Undertaking by Bidder towards Mandatory Minimum LC (Local Content)
FORM PP-D	Certificate by Statutory Auditor of Bidder towards Mandatory Minimum LC
MeitY Form-1	Affidavit of Self Certification regarding Domestic Value Addition in an Electronic Product
DoT Form-1	Self-Certification regarding Local Content (LC) for Telecom Product, Services or Works



## **B. INTRODUCTION**

### **1. About Canara Bank**

CANARA BANK, a body Corporate and a Premier Public Sector Bank established in the year 1906 and Nationalized under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head office at 112, J C Road Bengaluru-560002 and among others, having DIT Office at Naveen Complex, No.14, M G Road, Bengaluru-560001. The Bank is having pan India presence of more than 6,300 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 "Supply of Microsoft Server Operating System Licenses & Red hat Enterprise Licenses".
- 2.3. 'Bidder' means a vendor submitting the proposal in response to the RFP.
- 2.4. 'Operating System License' means Supply of Microsoft Server Operating System Licenses & Red hat Enterprise Licenses" in Canara Bank.
- 2.5. 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
- 2.6. 'Successful Bidder' / 'L1 bidder' means the Bidder who is found to be the lowest bidder after conclusion of the bidding process, subject to compliance to all the Terms and Conditions of the RFP, etc.

### **3. About RFP**

The Bank wishes to procure Microsoft Windows Server 2019 Standard server licenses with software assurance (2 Years) and Three years standard subscription for Redhat Enterprise Linux (RHEL) and Three years Renewal of existing premium subscription of RHEL as per the Terms & Conditions, Technical Specifications / requirements and Scope of Work described elsewhere in this document.

### **4. Objective**

- 4.1. The Bank proposes to procure Microsoft Windows Server 2019 Standard server licenses with software assurance (2 Years) and Three years standard subscription for Redhat Enterprise Linux (RHEL) and Three years Renewal of existing premium subscription of RHEL from a vendor who can offer a suitable and cost effective solution in order to achieve the cost & time saving and process all the procurement/s with greater transparency.
- 4.2. The Bank is looking at a highly professional relationship with the service provider who shall supply the OS license. The service provider shall provide required OS license (i.e. Microsoft Windows Server 2019 Standard server licenses with software assurance (2 Years) and three years of standard subscription for Redhat Enterprise Linux (RHEL) and three years Renewal of existing premium subscription of RHEL).



**5. Eligibility Criteria**

- 5.1. A vendor submitting the proposal in response to this RFP shall here in after be referred to as 'Bidder' and Supply of Microsoft Server Operating System Licenses & Red hat Enterprise Licenses in Canara Bank shall hereinafter be referred as "Operating System licenses".
- 5.2. Interested Bidders, who can Supply Operating System Licenses 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/OSM or Principal/OEM/OSM 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/OSM, the same agent shall not submit a bid on behalf of another Principal/OEM/OSM in the same tender for the same item/product.
- 6.3. If any product of Principal/OEM/OSM is being quoted in the tender, then the Principal/OEM/OSM cannot bid for any other Principal/OEM/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/OSM 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 (Indicative)') for supply of Operating System licenses for 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.	Description	Quantity
a.	Microsoft Windows Server 2019 Standard with downgrade kit to 2016 Standard & 2012 R2 Standard Edition.	480 quantities of 2-Packs of Core licenses with 02 years of Software Assurance (SA).
b.	Redhat Enterprise Linux Server (RHEL).	Three years standard subscription for seventeen quantity of Redhat Enterprise Linux (RHEL) Server
		Three year renewal of existing three quantity of premium subscription of Redhat Enterprise Linux (RHEL) Server

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



**8. Scope of Work**

- 8.1. The Scope of work is to Supply of software Operating System Licenses as per the Technical Specifications described elsewhere in the document.
- 8.2. The Supply of Microsoft Server standard licenses with 02 years of software assurance. The bidder has to ensure software assurance benefits to be given to Bank as mentioned in the support.
- 8.3. The Supply of Redhat Enterprise Server includes standard and premium subscription. The bidder has to ensure subscription benefits to be given to bank as mentioned in the support.
- 8.4. The subject license are required to register in existing bank account in both OEM portal i.e. hoditdcm@canarabank.com account for Microsoft and 6172473 (User: hodit\_dcm) for Red Hat portal.
- 8.5. The call log will be done by Bank based on the support i.e. Software assurance in case of Microsoft and Subscription in case of Redhat, procured along with Licenses.
- 8.6. The bidder has to take up with Bank for software assurance and subscription before expiry of proposed tenure.



**C. Deliverables & Service Level Agreements (SLAs)**

**1. Supply of Operating System Licenses:**

- 1.1. Bank shall provide the address and contact details for delivery of Operating System Licenses while placing the order
- 1.2. The Operating System licenses should be supplied within **Two (2) Weeks** from the date of acceptance of Purchase Order (PO).
- 1.3. Bank reserves the right to change/modify locations for delivery of the Operating System license. In the event of any change/modification in the locations where the Operating System licenses are to be delivered, the bidder in such cases shall deliver at the modified locations at no extra cost to the Bank.
- 1.4. The supply will be deemed as incomplete if Operating System license is not delivered to the Bank. In such an event, the supply of Operating System license will be termed as incomplete.
- 1.5. Delivery of Operating System license will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this Tender.
- 1.6. Partial or incomplete delivery of Operating System license will not be considered as delivered of the entire ordered Operating System license. Delivery payment shall be paid against completion of delivery of all the ordered Operating system license and proof of delivery duly certified by Bank's Officials, along with delivery payment claim letter
- 1.7. The bidder has to ensure the proposed OS licenses to be registered in existing bank account in both OEM portal i.e. hoditdcm@canarabank.com account for Microsoft and 6172473 (User: hodit\_dcm) for Red Hat portal.

**2. Penalties/Liquidated Damages**

- 2.1. **Liquidated Damages for non-delivery:** If the Operating system licenses are not delivered as per delivery clause 1.2 a penalty at the rate of **Rs. 0.50%/-** (plus GST) on delay in delivery per day will be levied. However total penalty shall be restricted to 10% (plus GST) of the invoice value.
- 2.2. The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered 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
- 2.3. LD is not applicable for the reasons attributable to the Bank and Force Majeure.

**3. Payment Terms**

- 3.1. Payment schedule will be as under:

Sl. No.	Payment Stages	% of Payment	Condition/Remarks
a.	Supply of Operating system Licenses as	100%	On supply and confirmation from the Bank.



	per the Technical Specifications described elsewhere in the RFP document		
--	--	--	--

- 3.2. Payments shall be released upon submission of relevant documents as per RFP terms and found in order by the respective offices, who have placed order on the selected Bidder.
- 3.3. Please note that Originals of invoices (plus One Copy) reflecting GST, GSTIN, State Code, State Name, Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office and Manufacturer's / Supplier's Warranty Certificate should be submitted while claiming payment in respect of orders placed.
- 3.4. Bank will not pay any amount in advance.
- 3.5. Payment shall be released within 30 days of submission of relevant documents as per RFP terms.
- 3.6. The bank shall finalize the installation and Acceptance format mutually agreed by the bidder. The bidder shall strictly follow the mutually agreed format and submit the same for each location wise while claiming installation and acceptance payment.
- 3.7. The payments will be released through NEFT / RTGS after deducting the application LD/Penalty, TDS if any, by 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. Support:

- 4.1. The bidder has to ensure following support for Microsoft server operating system under software assurance:
  - 4.1.1. New Version Rights
  - 4.1.2. 24\*7 Problem Resolution Support
  - 4.1.3. Any other benefits applicable for proposed OS license as per OEM.
- 4.2. The bidder has to ensure following support for Redhat operating system under active subscription:
  - 4.2.1. Standard Subscription:
    - 4.2.1.1. New Version Rights
    - 4.2.1.2. Service Support on standard business hours i.e. 09:00 to 05:00 PM
  - 4.2.2. Premium Subscription:
    - 4.2.2.1. New Version Rights
    - 4.2.2.2. Service Support on Standard business hours (24x7 for Severity 1 and Severity 2)
  - 4.2.3. Any other benefits applicable for proposed OS license as per OEM.
- 4.3. The support includes advising & helping the Bank in implementing controls for the risk advised by regulators/Govt. of India.
- 4.4. Support has to cover to solve day-to-day issues while using the proposed solution in our environment like resolving the issues related to incident, security threat,

signature updates, daily updates, product related issues and any other issues to the Bank as per SOW/SLA at no extra cost.

4.5. The Bidder should help Bank in resolving any security observations as per the IS policy of the Bank.

4.6. Response Time and Meantime to Restore [MTTR]

4.6.1. As per OEM standard service level.

## 5. Software, Drivers and Manuals

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

## 6. Subcontracting

The Selected Bidder 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.

## 7. Defect liability

In case any of the supplies and equipment delivered under the Contract are found to be defective as to material and workmanship and / or not in accordance with the requirement, and/or do not achieve the guaranteed performance as specified herein, within the warranty and AMC/ATS period (if contracted) of the contract, the Bidder shall forthwith replace/make good such defective supplies at no extra cost to the bank without prejudice to other remedies as may be available to the bank as per RFP terms.



**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 (available on website)**.
- 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](mailto:hoditapm@canarabank.com) by the intending bidders as per the schedule.
- 1.3. No queries will be entertained from the bidders after the above date and time.
- 1.4. The Bank will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's website ([www.canarabank.com](http://www.canarabank.com)) and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.
- 1.5. 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 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 ([www.canarabank.com](http://www.canarabank.com)) and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.
- 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 (i.e. [www.canarabank.com](http://www.canarabank.com)) 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

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

- 4.1. **Part A-Conformity to Eligibility Criteria:** Indicating their compliance to Eligibility Criteria. The format for submission of Conformity to Eligibility Criteria is as per Appendix-A.
- 4.2. **Part B-Technical Proposal:** Indicating the response to the Technical specification of Supply of Microsoft Server Operating System Licenses & Red hat Enterprise Licenses in Canara Bank. The format for submission of Technical Proposal is as per Appendix-B.
- 4.3. **Part C-Commercial Bid (Indicative):** furnishing all relevant information as required as per Bill of Material as per Annexure-13. The format for submission of Commercial Bid (Indicative) 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 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 (Indicative)' respectively and properly closed and sealed. Thereafter, all the three envelop shall be placed inside another envelope and properly closed and sealed. The final envelope should be superscribed as "Offer for Supply of Microsoft Server Operating System Licenses & Red hat Enterprise Licenses" (includes separately sealed 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid (Indicative)') 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 of the Authorized Signatory. Bids with erasing / overwriting / cutting without authentication may 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 confirm 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 the **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, EMD and Integrity Pact 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 05/2019-20 dated 09/05/2019 for Supply of Microsoft Server Operating System Licenses & Red hat Enterprise Licenses"**.

**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 specification offered by the bidder is different from the specifications sought in our RFP, the bidder has to substantiate the same in detail the reason for their quoting a different specification than what is sought for, like higher version or non-availability of the specifications quoted by us, invariably to process the technical offer.
- 5.3.5. The Bank shall not allow / permit changes in the technical specifications once it is submitted.
- 5.3.6. The relevant product information, brand, and model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the Offer. Failure to submit this information along with the offer may result in disqualification.
- 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 05/2019-20 dated 09/05/2019 for Supply of Microsoft Server Operating System Licenses & Red hat Enterprise Licenses”.

#### 5.4. Part C-Commercial Bid (Indicative):

- 5.4.1. Commercial Bid (Indicative) should be submitted as per the instruction in Appendix-C.
- 5.4.2. Bill of Material shall be submitted as per Annexure-13 and conditions of RFP on prices. Bill of Material should give all relevant price information as per Annexure-13. 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 (Indicative). The format will be identical for both Technical Proposal and Commercial Bid (Indicative), 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 (Indicative) for RFP 05/2019-20 dated 09/05/2019 for Supply of Microsoft Server Operating System Licenses & Red hat Enterprise Licenses.

#### 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 amount (Non Refundable) as mentioned in the Bid Schedule towards tender document by means of DD drawn on any scheduled Commercial Bank in favour of Canara Bank, payable at Bengaluru and submit the same along with Part A-Conformity to Eligibility Criteria.
- 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) amount as mentioned in the Bid Schedule by way of Demand Draft drawn on any Scheduled Commercial Bank in India in favour of Canara Bank, payable at Bengaluru and should 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 the same should be valid for the minimum period of 6 months with additional claim period of 3 months from the last date for submission of offer. Bank at its discretion can demand for extension for the validity of EMD. The format for submission of EMD in the form of Bank Guarantee is as per **Appendix-F**.
- 7.3. 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-F**. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be rejected summarily
- 7.4. 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.
- 7.5. The EMD of the Bidders not qualified under Technical Proposal will be returned within 15 days after opening the Commercial Bid of the Technically Qualified Bidders. The EMD of Technically Qualified bidders will be returned upon the selected bidder accepting the order and furnishing the Performance Bank Guarantee.
- 7.6. The EMD may be forfeited/ Bank Guarantee may be invoked:
  - 7.6.1. If the bidder withdraws or amends the bid during the period of bid validity specified in this document.
  - 7.6.2. 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 Bank will have right to do operating system version update/upgrade as per the benefits entitlements provided by respective OEM i.e. Software Assurance for Microsoft and subscription for Redhat.

## **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-13**).



**11. Erasures or Alterations**

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

**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 the Date & Time and at the Venue specified in the 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><b>Mr. G S V Babu</b> Senior Manager Canara Bank APM Group, DIT Wing, First Floor, Naveen Complex, 14 M G Road, Bengaluru - 560 001. Tel - 080 25590070</p>	<p><b>Mr. K S Satyanarayana</b> Assistant General Manager Canara Bank APM Group, DIT Wing, First Floor, 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 as per above **clause 13.2.**



#### 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 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.**

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 bids will be accepted on the next working.

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

14.5.1. Name of the Bidders.

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

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 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.



## 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 Bid

- 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 Eligibility Criteria and on the documents submitted as per Appendix-A of RFP. The proof of documents should be submitted as per Appendix-A and it will be evaluated by the Bank and Bank will seek clarification, if required.

#### 3.3. Part B-Technical Proposal:

3.3.1. 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. The proof of documents should be submitted as per Appendix-B and it will be evaluated by the Bank and Bank will seek clarification, if required.

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

- 3.5. Reverse Auction: Bank will conduct Reverse Auctions for arriving at L1/L2/L3 .... etc.



#### **4. Normalization of Bids**

4.1. 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;

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

OR

4.1.2. Revised submissions of the entire bid in the whole

4.2. 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.

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

#### **5. 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 Notice Board/Bank's website (i.e. [www.canarabank.com](http://www.canarabank.com)). 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.

#### **6. Determination of L1 Price:**

6.1. L1 Price will be determined after giving effect to arithmetical correction, if any.

6.2. The L-1 bidder will be determined on the basis of the lowest price quoted in the Reverse Auction. The Reverse Auction would be conducted for Total Cost of ownership given in Bill of Material as per Annexure-13 of RFP or in a manner described in Appendix-J (Business Rules and Terms & Conditions of Reverse Auction).

#### **6.3. Online Reverse Auction**

6.3.1. Bidders, whose Commercial Bids (Indicative) has been opened by the Bank will be called for the Reverse Auction.

6.3.2. Reverse Auction event will be carried out among the technically qualified Bidders, based on evaluation of Part B-Technical Proposal, for providing opportunity to the Bidders to quote the price dynamically for the procurement for which RFP is floated and also to get the most competitive price.

6.3.3. For finalization of the most competitive offer, the Bank will conduct "Reverse auction" The detailed procedure and Business rules for the Reverse auction is given as per Appendix-J.

6.3.4. Bank will call the technically qualified bidders whose Commercial Bids (Indicative) have been opened by the Bank for participating in the Reverse auction process which will be conducted by an Auction company authorized by





the Bank. Bank will share the contact details of the concerned person of the Auction Company. Specific rules for this particular event viz. date and time, CAP price, bid decrement value, duration of event etc. shall be informed by the Auction Company to the participating bidders before the event. The bidders should furnish indicative prices for the project in their Indicative Commercial Bid to facilitate finalizing the start bid for "Reverse auction". However, the CAP price for Reverse auction will be fixed by the Bank.

6.3.5. Bidders should note that the indicative commercial bid is considered for the purpose of conducting Reverse auction process only. The L-1 bidder will be decided only later, on finalization of prices through Reverse auction.

6.3.6. The L1 bidder emerging at the end of the Reverse Auction process shall be required to submit the break-up of their Final price (last bid price) again as per Annexure-13 within 2 working days. Failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result in forfeit of the EMD with the Bank and/or debar the bidder from participating in future tenders, which may please be noted.

#### 6.4. Re-auction/s Rules

6.4.1. Bank may consider the option of a Re-Auction/s in following circumstances:

6.4.1.1. At the end of the Reverse Auction, L1 price is not acceptable to the Bank.

6.4.1.2. During the process of reverse auction, if there is no bid from logged in bidders, Bank may decide a re-auction by increasing the CAP price for Re-auction.

6.4.1.3. At the end of the Reverse Auction If only one bidder puts up bid/s, Bank at its discretion may decide a re-auction.

6.4.2. Even after conducting Reverse Auction/s, if no Bidder has quoted or the prices quoted by them are not acceptable to the Bank. Bank at its discretion can advice all the technically qualified Bidders to submit the Closed Commercial Bid by giving sufficient time to the Bidders. If Bidder/s are not submitting the Commercial Bid in due date and Time, their EMD will liable to be forfeited. If the EMD is submitted by the way of BG, Bank can its discretion invoke the Bank Guarantee.

6.4.3. If at the end of the Reverse Auction/s only one Bidder submits their Bid, Bank reserves the right to place the entire order on L1 Bidder only.

6.4.4. Bank reserves the right to reject any or all proposals. Similarly, it reserves the right not to include any bidder in the final short-list.

6.5. The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves the right to obtain revised price bids from the bidders with regard to change in RFP clauses. The Bank reserves the right to accept any bid in whole or in part.



## F. Ownership & Awarding of Contract

### 1. Bid Validity Period

The Offer submitted and the prices quoted therein shall be valid for 90 days from the date of opening of Commercial Bid / conducting Reverse Auction. 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 important to the evaluation and selection process, it is necessary that, the bidder carefully prepares the proposal as per the prescribed format only. Under no circumstance, the format can be changed, altered or modified. Bidders must provide categorical and factual replies to specific questions. Bidders may provide additional technical literature relating to their proposal but in a separate Annexure. Correct and current technical details must be completely filled in. The Appendices/Annexures to this RFP shall form integral part of the RFP.

### 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 software related to **Supply of Microsoft Server Operating System Licenses & Red hat Enterprise Licenses** 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 is also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership.
- 3.3. The Bidder also has to submit a certificate/Letter from OEM that the proposed Hardware, OS, any other related software and the solution offered by the bidder to the Bank are correct, viable, technically feasible for implementation and the solution will work without any hassles.

### 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. 6 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

- 7.1. 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 on the progress in installation/commissioning of the solution 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 Order within 15 days from the date of acceptance of the Order or 21 days from the date of issue of Purchase Order whichever is earlier. ✓
- 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). However, it should be as per the **Appendix-G**.
- 8.4. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Canara Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). The format for submission of Security Deposit / Performance Guarantee in the form of Bank Guarantee is as per Appendix-G. Any bank guarantee submitted in physical mode, including Security Deposit / Performance Guarantee which cannot be verifiable through SFMS will be rejected summarily.
- 8.5. Security Deposit/Performance Bank Guarantee should be valid for contract period from the date of last installation and shall be retained till the completion of Contract period. The guarantee should also contain a claim period of Three months from the last date of validity.
- 8.6. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and warranty period.
- 8.7. The security deposit / bank guarantee will be returned to the bidder on completion of Warranty Period.
- 8.8. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.

## **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. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form a part of the Contract Agreement till the conclusion of the contract.

## **10. Pricing**

- 10.1. The Price offered to the Bank must be in Indian Rupees inclusive of all taxes and duties but Exclusive of GST. 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 completion of the contract including warranty 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**


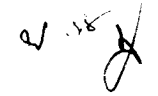
- 11.1. The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:
- 11.1.1. Delay in delivery beyond the specified period for delivery.
- 11.1.2. Serious discrepancies noted in the items delivered.
- 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 during AMC period (If contracted).
- 11.4. In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days prior notice to the bidder.
- 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 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) & Section-H (PURCHASE PREFERENCE) are uploaded in bank's Website URL:

<https://canarabank.com/english/announcements/important-rfptender-documents-of-dit-wing>

  
DEPUTY GENERAL MANAGER  




## Annexure-1

### Bid Covering Letter

Reference No:

Date:

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

Dear Sir,

**SUB: RFP for Supply of Microsoft Server Operating System Licenses & Red hat Enterprise Licenses.**

**Ref: Your RFP 05/2019-20 dated 09/05/2019**

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

If our offer is accepted, we undertake to complete **Supply of Microsoft Server Operating System Licenses & Red hat Enterprise Licenses** 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 devices supplied as per the above referred RFP, during warranty support period and AMC (if contracted). We enclose a Demand Draft / Bank Guarantee in lieu of EMD as per RFP 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/Reverse Auction and for such further period as mutually agreed between the bank and successful bidder, and agreed to in writing by the bidder. We also agree to keep the Earnest Money Deposit/Bank Guarantee in lieu of EMD during the entire validity period of the tender. However, if we withdraw our offer within the said validity period, you shall have the right to forfeit the EMD/invoke the Bank Guarantee in lieu of EMD, without reference to us. We agree to abide by and fulfil all the terms and conditions of the tender and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in tender together with the return acceptance of the contract.

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

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

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

**SUB: RFP for Supply of Microsoft Server Operating System Licenses & Red hat Enterprise Licenses.**

**Ref: Your RFP 05/2019-20 dated 09/05/2019**

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 Part A-Conformity to Eligibility Criteria	Bidder's Response and Documents Submitted
<b>CONSTITUTION</b>	a)	The Bidder should be a partnership firm registered under LLP Act, 2008/Indian Partnership Act, 1932 or Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013 and should have been in operation for at least three years.	Copy of Certificate of LLP registration. (OR) 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>OEM/OSD/OSO</b>	b)	Bidders shall be the Original Software Developer (OSD)/Original Software Owner (OSO) of Solution  (OR)  An authorized dealer	If the applicant is a OSD/OSO, an Undertaking Letter has to submitted in this effect.  If the bidder is an Authorised Dealer, an Authorisation letter from their OSD/OSO to deal/market their product in India and it should be valid for a minimum period of 5 years from the date of submission of the Bid.	



FINANCIALS	c)	The Bidder should have minimum turnover of Rs. Five (5) Crores from the Indian Operations only in any one of the last three financial years (i.e. 2015-16, 2016-17 and 2017-18).	Bidder has to submit Audited Balance Sheet for last 3 Years (i.e. 2015-16, 2016-17 and 2017-18).  (the documents certified by Chartered Accountants should mandatorily contain UDIN)	
	d)	The Bidder should have Positive Net Worth as on 31/03/2018.	The Bidder must produce a certificate from the Company's Chartered Accountant to this effect.  (the documents certified by Chartered Accountants should mandatorily contain UDIN)	
BIDDER EXPERIENCE	e)	Bidder should have supplied proposed 100 numbers of Microsoft Windows and 10 Numbers of Redhat OS licenses to Scheduled Commercial Banks/ Government Departments/ Public Sector Units in India in single/multiple orders during last two years from the date of RFP.	The Bidders has to provide order copy/reference Letter from Scheduled Commercial Banks/ Government Departments/ Public Sector Units in their name duly mentioning the proposed licenses.	
	f)	The applicant shall have support office in Bengaluru or Mumbai for 24x7 supports.	The Bidders to furnish their existing service center infrastructure details like contact details with postal address , no of engineers etc. besides local Contact Person Name , Address , Phone No, Mobile No, Email etc.	
DECLARATION	g)	The Bidder should not be a blacklisted/ debarred company as on date of submission of RFP by any Government entity, Bank or Financial Institutions.	Bidder should submit an undertaking letter to this effect in Letter Head stating.	

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**

**Bidder's Profile**

**SUB: RFP for Supply of Microsoft Server Operating System Licenses & Red hat Enterprise Licenses.**

**Ref: Your RFP 05/2019-20 dated 09/05/2019**

Sl. No.	Particulars	Details
a)	Name of the Firm/Company	
b)	Proposed Solution Name	
c)	Constitution (Ltd./ Pvt. Ltd/Firm).	
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 10 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**

**Service Support Details**

SUB: RFP for Supply Maintenance and Support for Operating System Licenses.

Ref: Your RFP 05/2019-20 dated 09/05/2019

Sl. No.	Location	Postal Address	Contact person Name & Mobile No..	Landline No	Email-ID	No. of Engineers	Jurisdictions
1.	Bengaluru						
2.	Mumbai						
3.	Any other						

Date

Signature with seal

Name :

Designation :



Annexure-5

Track Record of Past supply of proposed Microsoft & Redhat Server Operating System Licenses

SUB: RFP for Supply of Microsoft Server Operating System Licenses & Red hat Enterprise Licenses.

Ref: Your RFP 05/2019-20 dated 09/05/2019

Name of the Bidder \_\_\_\_\_

List of Bidder's Major Customers in Last 3 Years and References

Sl. No.	Name of the Client/s where similar Solution/Services were delivered	Contact Person's Name	Telephone No.	Address
1	2	3	4	5

(Enclose necessary documentary proof)

Date

Signature with seal

Name :

Designation :



Annexure-6

Non-Disclosure Agreement

SUB: RFP for Supply of Microsoft Server Operating System Licenses & Red hat Enterprise Licenses.

Ref: Your RFP 05/2019-20 dated 09/05/2019

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 "Supply of Microsoft Server Operating System Licenses & Red hat Enterprise Licenses." and/or in the aftermath thereof, it may be necessary that the Bidder may perform certain jobs/duties on the Banks properties and/or have access to certain plans, documents, approvals or information of the BANK; NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, in order to induce the BANK to grant the Bidder specific access to the BANK's property/information. The Bidder will not publish or disclose to others, nor, use in any services that the Bidder performs for others, any confidential or proprietary information belonging to the BANK, unless the Bidder has first obtained the BANK's written authorization to do so.

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

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

Date

Signature with seal

Name :

Designation :



## Annexure-7

### Technical Specifications of Microsoft & Redhat Server Operating System Licenses

SUB: RFP for Supply of Microsoft Server Operating System Licenses & Red hat Enterprise Licenses.

Ref: Your RFP 05/2019-20 dated 09/05/2019

**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 equipment 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.

Sl. No.	Description	Quantity	Compliance (Yes/No)
a.	Microsoft Windows Server 2019 Standard with downgrade kit to 2016 Standard & 2012 R2 Standard Edition.	480 quantities of 2-Packs of Core licenses with 02 years of Software Assurance (SA).	
b.	Redhat Enterprise Linux Server (RHEL).	Three years standard subscription for seventeen quantity of Redhat Enterprise Linux (RHEL) Server	
		Three year renewal of existing three quantity of premium subscription of Redhat Enterprise Linux (RHEL) Server	

Date

Signature with seal

Name :

Designation :





Annexure-8

Undertaking of Authenticity for Supply of Microsoft Server Operating System Licenses & Red hat Enterprise Licenses

SUB: RFP for Supply of Microsoft Server Operating System Licenses & Red hat Enterprise Licenses.

Ref: Your RFP 05/2019-20 dated 09/05/2019

We 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 (e.g. Product Keys on Certification of Authenticity in case of Microsoft Window Operating System/Software) & subscriptions in case of RHEL and also that it shall be sourced from the authorized source (e.g. Authorized Microsoft Channel in case of Microsoft Operating System).

We confirm that the OS and software 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/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

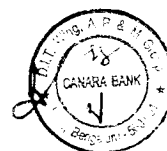
In case of default and we are unable to comply with the above at the time of delivery, for the IT Software already billed, we agree to take back the **Operating system licenses** without demur, if already supplied and return the money if any paid to us by you in this regard.

Date

Signature with seal

Name :

Designation :



Annexure-9

Compliance Statement

SUB: RFP for Supply of Microsoft Server Operating System Licenses & Red hat Enterprise Licenses.

Ref: Your RFP 05/2019-20 dated 09/05/2019

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.

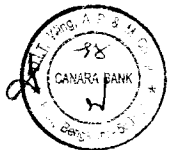
Compliance	Compliance (Yes / No)	Remarks / Deviations
Terms and Conditions		
Technical & Functional Requirement as per Annexure-7		

(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 Format**

**SUB: RFP for Supply of Microsoft Server Operating System Licenses & Red hat Enterprise Licenses.**

**Ref: Your RFP 05/2019-20 dated 09/05/2019**

- a. We understand that Bank shall be placing Order to the Selected Bidder exclusive of taxes only.
- b. We also confirm that we have quoted the solution with GST only.
- c. We also confirm that in case of invocation of any Bank Guarantees submitted to the Bank, we will pay applicable GST on Bank Guarantee amount.
- d. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.
- e. We hereby confirm to undertake the ownership of the subject RFP.
- f. 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).
- g. 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**

SUB: RFP for Supply of Microsoft Server Operating System Licenses & Red hat Enterprise Licenses.

Ref: Your RFP 05/2019-20 dated 09/05/2019

Name of the Company:

Delivery Related Issues:

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

Service Related Issues:

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

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

Date

Signature with seal

Name :

Designation :



**Annexure-12**  
**Manufacturer Authorization Form**

[Note: This Format Letter should be on the letterhead of the manufacturing concern and should be signed by an Authorised Signatory of the manufacturer.

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

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

**SUB: RFP for Supply Maintenance and Support for Operating System Licenses.**

**Ref: Your RFP 05/2019-20 dated 09/05/2019**

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

We (Manufacturer) hereby extend our warranty as per terms and conditions of the tender and the contract for the solution, products/equipment and services offered against this invitation for tender offer by the above firm and will extend technical support and updates for our products for contract period from the date of installation.

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

Yours faithfully

**(Name)**  
For and on behalf of  
M/s



**Annexure- 13**  
**Bill of Material**

SUB: RFP for Supply of Microsoft Server Operating System Licenses & Red hat Enterprise Licenses.

Ref: Your RFP 05/2019-20 dated 09/05/2019

**Notes**

1. These details should be on the letter head of Bidder and each & every page should be signed by an Authorised Signatory with Name and Seal of the Company.
2. Please be guided by RFP terms, subsequent amendments and replies to pre-bid queries (if any) while quoting.
3. Do not change the structure of the format nor add any extra items.
4. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.

**Table -A**

**Price details of Operating Systems Licenses and Software Assurance/Subscription**

[Amount in Rs.]

Sl. No.	Requirement Details	Unit Price (Excl. of Tax)	Tax for Column A		Unit Price with (Incl. of Tax)	Quantity	Total Cost (Incl. of tax)	
		A	B= % of tax	C= Tax Amt	D= A+C	E	F= (DxE)	
1.	2-packs of core licenses for Microsoft Windows Server 2019 standard with 02 years of Software Assurance (SA). as per Annexure-7.					480		
2.	RHEL Licenses with 3 years standard subscription.					17		
3.	Renewal of existing premium subscription (11485264, 10907962, 10907985) of Redhat Enterprise Linux (RHEL) Server.					03		
4.	Total cost of Ownership (Total of Column F of Row 1, 2 & 3)							

**Undertaking**

- i. Bill of material is submitted on the letter head and is signed by an Authorized Signatory with Name and Seal of the Company.
- ii. We confirm that we have gone through RFP clauses, subsequent amendments and replies to pre-bid queries (if any) and abide by the same.
- iii. 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.
- iv. 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.
- v. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.

Date

Signature with seal

Name :

Designation :



Appendix -A

Instructions to be noted while 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 Annexure should be submitted in Bidder's Letter Head.**

- 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 in lieu of EMD / Exemption Certificate.
- 4) Undertaking for applicability of Purchase Preference Policy. (if eligible)
- 5) Self-Declaration of MSEs/Startup on their Letter Head as per Form PP - B. (if eligible)
- 6) Undertaking by Bidder towards Mandatory Minimum LC (In Case Bidder Seeking Benefit of PP-LC)
- 7) Certificate by Statutory Auditor of Bidder towards Mandatory Minimum LC (In Case Bidder Seeking Benefit of PP-LC)
- 8) Affidavit of Self Certification regarding Domestic Value Addition in an Electronic Product. (MeitY Form -1) (if eligible)
- 9) Self-Certification regarding Local Content (LC) for Telecom Product, Services or Works. (DoT Form - 1) (if eligible)
- 10) 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.
- 11) Bid Covering letter as per **Annexure-1**.
- 12) Eligibility Criteria declaration as per **Annexure-2** with documentary proof in support of the Eligibility Criteria.
- 13) Bidder's Profile as per **Annexure-3**.
- 14) Service Support Details as per **Annexure-4**.
- 15) Track Record of Past Implementation of Projects as per **Annexure-5**.
- 16) Non-Disclosure Agreement as per **Annexure-6**.
- 17) Signed Pre Contract Integrity Pact as per **Appendix-I** in non-judicial Stamp paper.
- 18) Write up on the Work Experience / Expertise of Supply, Installation, Implementation, Maintenance and Support for IT-GRC (Information Technology-Governance, Risk and compliance) Solution for Canara Bank.
- 19) 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.
- 20) Bidder should provide Call Log in procedure for call logging and ticketing.



## 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 should be submitted in Bidder's Letter Head.** Technical Offer for this RFP shall be made as under:

- 1) Index of all the document submitted with page numbers.
- 2) Compliance to the Technical specifications of Microsoft & Redhat Server **Operating System Licenses** as per **Annexure-7**.
- 3) Undertaking of Authenticity for Supply of Microsoft Server Operating System Licenses & Red hat Enterprise Licenses 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) Manufacturer Authorization form as per **Annexure-12**.
- 8) Masked bill of Material as per **Annexure-13**.
- 9) Technical Documentation (Product Brochures, leaflets, manuals, drawings).
- 10) A detailed list of the other Infrastructure required and any other precautions to be undertaken should be given in detail along with the Technical Proposal.
- 11) Bidder has to provide detailed proposed BOM each line item wise for Solution, OS, Licenses as part of Technical Bid.





## 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 (not initials) of the authorized signatory. **All the Annexures should be submitted in Bidder's Letter Head.**

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

- 1) Bill of Materials as per Annexure-13.



Note: following Appendixes are uploaded in Bank's website under URL: <https://canarabank.com/english/announcements/important-rfptender-documents-of-dit-wing>

<b>Sections</b>	
<b>Section G</b>	General conditions
<b>Section H</b>	Purchase preference
<b>Forms (Purchase Preference)</b>	
<b>Form PP-A</b>	Undertaking for Applicability of Purchase Preference Policy
<b>Form PP-B</b>	Self-Declaration of MSEs and Startups
<b>Form PP-C</b>	Undertaking by Bidder towards Mandatory Minimum LC (Local Content)
<b>Form PP-D</b>	Certificate by Statutory Auditor of Bidder towards Mandatory Minimum LC
<b>MeitY Form - 1</b>	Affidavit of Self Certification regarding Domestic Value Addition in an Electronic Product
<b>DoT Form - 1</b>	Self-Certification regarding Local Content (LC) for Telecom Product, Services or Works
<b>Bid Formats</b>	
<b>Appendix D</b>	Format for Sending Prebid Queries.
<b>Appendix E</b>	Authorization Letter Format.
<b>Bank Guarantee Formats</b>	
<b>Appendix-F</b>	Bank Guarantee Format for Earnest Money Deposit.
<b>Appendix G</b>	Proforma of Bank Guarantee for Contract Performance.
<b>Appendix H</b>	Format for Bank Guarantee for Advance Warranty Payment. (Not Applicable)
<b>Pre Contract Integrity Pact</b>	
<b>Appendix I</b>	Pre Contract Integrity Pact.
<b>Reverse Auction Formats</b>	
<b>Appendix J</b>	Business Rules and Terms and Conditions of Reverse Auction.
<b>Appendix J (1) &amp; Appendix J(3)</b>	Format to be submitted before commencement of Reverse Auction.
<b>Appendix J(2)</b>	Format to be submitted after Reverse Auction by L1 vendor.

