



**REQUEST FOR PROPOSAL [RFP]
FOR
SUPPLY, INSTALLATION AND MAINTENANCE
OF
GOLD PURITY TESTING MACHINES
UNDER RATE CONTRACT
THROUGH
ONLINE REVERSE AUCTION**

**Issued by: Canara Bank,
Agriculture Policy and Information Section
Priority Credit Wing, Head Office
112, J C Road
Bangalore - 560002
PH: 080-22104291
Email: hopcs@canarabank.com**

A. BID SCHEDULE & ABBREVIATIONS

1. BID SCHEDULE

Description	Details
RFP No. and Date	RFP 02/2019-20 dated 25/07/2019
Name of the Wing	Priority Credit Wing
Brief Description of the RFP	Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract through online reverse auction
Bank's Address for Communication	CANARA BANK Agriculture Policy and Information Section PC Wing, 112, J C Road, BANGALORE-560002 Phone :080 22104291 Fax : 080 22128838 Email : hopcs@canarabank.com
Date of Issue of RFP	25/07/2019, Thursday
Tender Fee (Non-refundable)	Rs. 5900/- (includes 18% GST)
Earnest Money Deposit (Refundable)	Rs. 2,00,000/- (Two lakh only)
Last Date and Time for Submission of Bids	17/08/2019, Saturday upto 3.00 PM Tender Box will be placed in the following Venue: Venue: Canara Bank, Head Office Mezzanine floor, Conference Hall Agriculture Policy and Information Section PC Wing, 112, J C Road, BANGALORE-560002 Phone :080 22104291
Date, Time & Venue for opening of Part A- Conformity to Eligibility Criteria.	17/08/2019, Saturday upto 3.00 PM Venue: Canara Bank, Head Office Mezzanine floor Agriculture Policy and Information Section PC Wing, 112, J C Road, BANGALORE-560002 Phone :080 22104291
Date and time for opening of Technical Bid Part-B / Commercial Bid	Will be intimated at a later date.
Pre-bid Meeting Date & Time	Pre-Bid meeting will be held 06/08/2019 Tuesday at 3.30 PM Venue: Canara Bank, Head Office Mezzanine floor, Conference Hall Agriculture Policy and Information Section PC Wing, 112, J C Road, BANGALORE-560002 Phone: 080 22104291 • Pre Bid queries should be submitted as per Appendix-D.

	<ul style="list-style-type: none"> • Pre-Bid Queries to E-mail hopcs@canarabank.com must reach us on or before 02/08/2019, Friday at 3.00 PM. Subject of the email should be given as "Pre Bid Queries for - RFP 02/2019-20 dated 25/07/2019 Queries reaching after 02/08/2019, Friday at 3.00 PM will not be entertained.
<p>Other Details</p>	<ol style="list-style-type: none"> 1. The bidders must fulfill the Pre-Qualification criteria for being eligible to bid. 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 http://canarabank.com/english/announcements/tenders. 3. No suggestions or queries shall be entertained after pre-bid meeting.
<p>This document can be downloaded from following website http://canarabank.com/english/announcements/tenders, http://etenders.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 (i.e. http://canarabank.com/english/announcements/tenders). No individual communication will be sent to the individual bidders.</p>	

2. Abbreviations:

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

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.

LIST OF CONTENTS

SECTION A - BID DETAILS & ABBREVIATIONS			
Clause No.	Clause Description	Clause No.	Clause Description
1.	Bid Schedule	2.	Abbreviations
SECTION B - INTRODUCTION			
1.	About Canara Bank	6.	Participation Methodology
2.	Definitions	7.	Requirement Details
3.	About RFP	8.	Scope of Work
4.	Objective	9.	Training
5.	Eligibility Criteria		
SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS			
1.	Delivery & Installation	7.	Scope Involved During Warranty and AMC (if contracted)
2.	Penalties/Liquidated Damages	8.	Annual Maintenance Contract (AMC)
3.	Payment Terms	9.	Mean Time Between Failures (MTBF)
4.	Local Support	10.	Subcontracting
5.	Software, Drivers and Manuals	11.	Defect Liability
6.	Warranty		
SECTION D - BID PROCESS			
1.	Clarification to RFP & Pre-Bid queries	9.	Software Version
2.	Pre-Bid Meeting	10.	Documentation
3.	Amendment to Bidding Document	11.	Cost & Currency
4.	Bid System Offer	12.	Erasures or Alterations
5.	Preparation of Bids	13.	Assumptions/Presumptions/Modification
6.	Tender Fee	14.	Submission of Bids
7.	Earnest Money Deposit (EMD)/Bank Guarantee In Lieu Of EMD	15.	Bid opening
8.	Make & Models		
SECTION E - SELECTION OF BIDDER			
1.	Preliminary Scrutiny	5.	Normalization of Bids
2.	Clarification of Offers	6.	Intimation to Qualified/Successful Bidders
3.	Evaluation of Bids	7.	Determination of L1 price
4.	Bidders Presentation/Site Visit/Product Demonstration/POC		
SECTION F - OWNERSHIP & AWARDING OF CONTRACT			
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			
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.	Adoption of Integrity Pact
7.	Negligence	19.	Amendments to the Purchase Order
8.	Assignment	20.	Amendments to the Agreement
9.	Publicity	21.	Modification/Cancellation of RFP
10.	Insurance	22.	Social Media Policy
11.	Guarantees	23.	Resolution of Disputes
12.	Intellectual Property Rights	24.	Legal Disputes and Jurisdiction of the court
SECTION H - PURCHASE PREFERENCE			
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 Center Details		
5.	Track Record for Past Delivery and Installation of Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract		
6.	Non-Disclosure Agreement		
ANNEXURES(To be submitted with Part-B -Technical Proposal)			
7.	Technical/Functional Requirements for Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract in Canara Bank		
8.	Scope of Work for Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract in Canara Bank		
9.	Undertaking of Authenticity for Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract		
10.	Compliance Statement		
11.	Undertaking Letter		
12.	Escalation Matrix		

13.	Manufacturer Authorization Form
ANNEXURES (To be submitted with Part-C -Commercial Bid (Indicative))	
14.	Bill of Material

APPENDICES	
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 Pre bid 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.
K.	Location Details

FORMS (Purchase Preference)	
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 PCFI Wing, HO, 112 JC Road, Bengaluru-02. 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 solution. The Bank is a forerunner in implementation of IT related products and services and continuously making efforts to provide the state of art technological products to its customers.

2. Definitions:

- 2.1. 'Bank' means unless excluded by and repugnant context or the meaning thereof, shall mean 'Canara Bank', described in more detail in Clause 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successor and permitted assigns.
- 2.2. 'RFP' means Request for Proposal for **"Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract"**.
- 2.3. 'Bidder' means a vendor submitting the proposal in response to RFP.
- 2.4. 'Solution' means **"Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract"** as per the Technical Specifications mentioned in this RFP.
- 2.5. 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
- 2.6. 'Successful Bidder' / 'L1 bidder' means the Bidder who is found to be the lowest bidder after conclusion of the bidding process including Reverse Auction (if any), subject to compliance to all the Terms and Conditions of the RFP, etc.

3. About RFP:

- 3.1. Bank intends to select Vendor/s for **Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract** for its selected Branches spread across the Country.
- 3.2. In this connection, Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid (Indicative)' as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.

4. Objective:

- 4.1. The Objective of this RFP is to enter into Contract with Selected Bidder for **Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract**. The requirement mentioned in the RFP is estimated only and Bank will place the purchase order through its Head Office based on requirement.
- 4.2. The selected bidder will enter into a Contract with the Bank Centrally at PC Wing, Head Office for supply of Gold Purity Testing Machines & other Items as per the specifications mentioned in **Annexure-7** and Requirements details mentioned in the RFP.
- 4.3. The selected bidder will undertake to ensure availability of offered Gold Purity Testing machines & Other Items as per contract, as well as maintenance of sufficient inventory of genuine spare parts for a minimum period of Five (5) years.

5. Eligibility Criteria:

- 5.1. A vendor submitting the proposal in response to this RFP shall hereinafter be referred to as 'Bidder' and "Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract" in the Bank shall hereinafter be referred as "Solution".
- 5.2. Interested Bidders, who can Supply, Install and Maintain Gold Purity Testing machine for the Offices/Branches of the Bank and meeting the Eligibility Criteria as per Annexure-2 may respond.

6. Participation Methodology:

- 6.1. In a tender either the Partner/Distributor/System Integrator on behalf of the OEM or OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- 6.2. If a Partner/Distributor/System Integrator bids on behalf of the OEM, the same Partner/Distributor/System Integrator shall not submit a bid on behalf of another OEM in the same tender for the same item/product.
- 6.3. If any product of OEM is being quoted in the tender, the OEM cannot bid for any other OEM's product in the same tender.
- 6.4. In the event Partner/Distributor/System Integrator fails in their obligations to provide the product updates (including management software updates and new product feature releases) within 30 days of release/announcement, the OEM should assume complete responsibility on behalf of the partner/distributor/System Integrator to provide the same to the bank at no additional cost to the bank and will directly install the updates and any new product releases at the Bank's premises. To this effect Bidder should provide a dealer/distributor certificate as per Annexure-13.

7. Requirement Details:

- 7.1. Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid (Indicative)') for **Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract** for different Branches/Offices of the Bank as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document. The brief description of Gold Purity Testing Machine is furnished in following table:

Sl. No.	Item Details	Quantity
1	Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract as per Technical Specifications narrated in Annexure-7.	500

Vendor has to confirm that the Gold Purity testing machine is working satisfactorily in tandem with accessories like Printer and electronic weighing Machine (supplied by Bank) at all the branches where the machines is installed before seeking payment.

- 7.2. It may be noted that the requirement given in this RFP is indicative only and may vary as per actual needs. Also note that there is no minimum purchase commitment by the Bank to the Bidder. Bank shall procure the **Gold Purity Testing Machines & Other Items** as and when requirement arises at the rates fixed and on the terms & conditions of this RFP

7.3. Detailed technical specification for the above Gold Purity Testing Machines is furnished in **Annexure-7**. All the Hardware / Software ordered for **Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract** should have comprehensive onsite warranty of 3 years & AMC of 2 Years (if contracted).

7.4. 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 the work is for **Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract** as per the quantity detailed under **clause 7** and elsewhere in the document.

8.2. Bidder has to confirm compliance to the Scope of Work mentioned in **Annexure-8**.

8.3. Project Completion and Management

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

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

9. Training

The selected Vendor has to give demo and explain the below operational guidelines of the product at the site of the installation to Bank's Officials:

- a. Initial Setup.
- b. Calibration of Gold Purity Testing machine
- c. Connecting the machine with accessories such as Printer and electronic weighing Machine (supplied by Bank).
- d. Purity testing of Gold Jewellery.
- e. Report generation.

Further, the vendor may also train the concerned staff at least for the full day on the date of installation.

C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAs)

1. Delivery & Installation:

- 1.1. Bank shall provide the address and contact details for delivery of Gold Purity testing machines **while placing the order.**
- 1.2. Delivery of all Gold Purity testing Machines & Other Items should be within **Five (5) weeks** from the date of acceptance of the Purchase Order. Vendor has to arrange for road permit, E-Way bill at his own cost. It will be the sole responsibility of the vendor to submit any form required for release of shipment from the check post.
- 1.3. The successful bidder should ensure installation of the delivered Gold Purity testing Machines & Other Items and complete all the works specified in the Scope of Work at the bank branch/office within **One (1) Week** from the date of delivery of all the materials for each ordered locations.
- 1.4. Bank reserves the right to change/modify locations for supply of the items. In the event of any change/modification in the locations where the hardware items are to be delivered/not billed, the bidder in such cases shall deliver, install at the modified locations at no extra cost to the Bank. However, if the hardware items are already delivered/billed, and if the modifications in locations are made after delivery, the bidder shall carry out installation at the modified locations and the Bank in such cases shall bear the shifting charges/arrange shifting. The Warranty & AMC (if contracted) should be applicable to the altered locations also.
- 1.5. The Installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank after acceptance testing/ examination. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted and the warranty period will not commence. The installation will be accepted only after complete commissioning of hardware.
- 1.6. The Bank will not arrange for any Road Permit / Sales Tax clearance for delivery of hardware to different locations and the Vendor is required to make the arrangements for delivery of hardware to the locations as per the list of locations /items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the Bidder, if required.
- 1.7. Installation of the hardware will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this Tender.
- 1.8. Partial or incomplete or damaged delivery of materials will not be considered as delivered of all the ordered materials. Date of delivery shall be treated as date of last material delivered to the ordered locations if materials are not damaged. In case materials are delivered with damage, Date of delivery shall be treated as date of replacement of damaged material with new one. Delivery payment shall be paid against completion of delivery of all the ordered materials without any damage and proof of delivery duly certified by Bank's Officials, along with delivery payment claim letter.

2. Penalties/Liquidated Damages:

2.1. Penalties/Liquidated damages for delay in Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract in all locations would be as under:

2.1.1. Non-compliance of the delivery clauses (1.2) will result in the Bank imposing penalty 0.50% (Plus GST) on delay in delivery per Gold Purity Testing Machine & Other Items, per week or part thereof, on the invoice value of that location.

2.1.2. Non-compliance of the installation clauses (1.3) will result in the Bank imposing penalty 0.50% (Plus GST) on delay in installation per Gold Purity Testing Machine, per week or part thereof, on the invoice value of that Location.

2.1.3. However, the total Penalty/LD to be recovered under above clauses 2.1.1 & 2.1.2 shall be restricted to 5% (Plus GST) of the total value of the order (exclusive of Taxes).

2.2. In case faulty Gold Purity Testing Machine & Other Items are not repaired/replaced within a Business day as per clause 4.3 (of Section C), Bank shall impose a penalty of Rs. 100 (Plus GST) per day of delay. However, the total Penalty/LD to be recovered under this clause shall be restricted to 5% (Plus GST) of the total value of the order.

2.3. Penalties/Liquidated Damages for non-performance: If the specifications of the RFP are not met by the bidder during various tests, the bidder shall rectify or replace the same at bidders cost to comply with the specifications immediately to ensure the committed uptime, failing which the Bank reserves its right to reject the items.

2.4. 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 Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.

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

2.6. 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	Percentage of Payment	Condition/Remarks
1.	Delivery	70%	70% on delivery of all Hardware & Software items on production of relevant documents. Please note that Originals of invoices (plus One Copy) reflecting Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office and Manufacturer's / Supplier's Warranty Certificate should be submitted while claiming payment in respect of orders placed

2.	Installation & Maintenance	20%	20% of the total cost will be released after successful installation of Hardware/Software items supplied as per Scope of Work. The vendor has to submit installation reports duly signed by the Bank officials of the respective Branch/offices, while claiming payment. The invoice and installation report should contain the product serial number of the items supplied.
3.	Warranty	10%	10% of the total cost shall be paid only after completion of warranty period of Three years or On submission of a Bank guarantee for equivalent amount by the vendor after releasing 90% payment.

3.2. Bank will release the payment on completion of activity and on production of relevant documents/invoices. 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.

3.3. The vendor has to submit installation report/Sign off report duly signed by the Bank officials of the respective Branch/offices in originals while claiming payment. The invoice and installation report should contain the product serial number of the items supplied.

3.4. Bank will not pay any amount in advance.

3.5. Payment shall be released within 30 days from submission of relevant documents as per RFP terms and found in order by the Head office, who have placed order on the selected Bidder.

3.6. The payments will be released through NEFT / RTGS after deducting the applicable LD/Penalty, TDS if any, by the respective offices who have placed order on the selected bidder and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code, GSTIN, State Code, State Name, HSN Code etc.

4. Local Support:

4.1. The bidder should be capable of meeting the service & support standards as specified in this tender.

4.2. The bidder shall provide Warranty and AMC support [if contracted] during office Hours on all Bank Working days of the year for all the locations.

4.3. Response Time and Meantime to Restore [MTTR]

4.3.1. Response Time shall be 6 hours for Urban Branches and 8 hours for other locations. MTTR shall be next Business day.

4.3.2. Time specified above is from lodging of complaint.

5. Software, Drivers and Manuals:

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

6. Warranty:

The entire equipment / hardware & software deployed for this project shall be under **Comprehensive Onsite Warranty** covering all parts, updates, minor update of software, maintenance or support for its proper operation, performance and output as specified in the tender technical specifications for a period of 3 Years from the Date of Installation/commissioning. However, consumable (Cartridge Toner) and physically damaged plastic will not be covered under warranty.

7. Scope Involved During Warranty and AMC (if contracted):

During the period of contract up to completion of Warranty and also during Annual Maintenance Contract (if contracted), the bidder shall perform the following:

- 7.1. If any software and Hardware updates provided by the OEM are free of cost, it should be provided and installed & configured by the selected bidder during Warranty and AMC support [If contracted].
- 7.2. Any corruption in the Software or media shall be rectified during the full period of the contract including Warranty and AMC, if contracted, at no extra cost to the Bank.
- 7.3. The system spare parts/services, as and when required, and complete maintenance of the Gold Purity Testing Machines & Other Items during warranty period and AMC (if contracted), shall be supported for a period to be specified by the bank.
- 7.4. The support shall be given in person or through telephone, FAX, letter and E-mail within a reasonable time as the case may be.
- 7.5. Only licensed copies of software shall be supplied. The bidder shall grant an irrevocable perpetual license to the Bank to use the software. Further, all software supplied shall be of latest version.
- 7.6. The bidder shall provide centralized complaint booking facility to the bank and the dash board, if available, shall be provided to the Bank. The method of booking complaints shall be E-mail, Toll-free no, on line portal, web, etc.
- 7.7. Escalation matrix should be provided for support, technical, project, etc. as per **Annexure-12**.
- 7.8. During AMC period [If contracted] Bank may, by notice of not less than 30 days in writing to the bidder, modify or delete either any location or all location, either partial items or all items of the contract.

8. Annual Maintenance Contract (AMC) (if contracted):

- 8.1. The Bank, at its discretion may enter into Annual Maintenance Contract (AMC) with the Bidder after completion of respective warranty periods.
- 8.2. Support for maintenance of Gold Purity Testing Machines & Other Items supplied should be available for a minimum period of 2 years, covering all parts, maintenance and support, after expiry of warranty period. The bidder/vendor has to replace all the defective spares during Warranty and AMC Period. All parts should be covered except consumables.

- 8.3. The offer for Gold Purity Testing Machines must include comprehensive onsite free warranty and AMC period for a total duration of Five (5) years from the date of installation and acceptance of system by the bank. However, consumable (Cartridge toner) and physically damaged plastic will not be covered under warranty.
- 8.4. The Bank will pay AMC charges for Gold Purity Testing Machines & Other Items after the end of warranty period. Such payment shall be released quarterly in arrears after satisfactory completion of service during the period and submission of reports and invoices.
- 8.5. During the Warranty and AMC (if contracted) period, the Bidder should extend the On Site Service Support. The scope of Warranty and AMC (if contracted) shall include
- 8.5.1. Rectification of Bugs/defects if any.
 - 8.5.2. Preventive Maintenance Yearly.
 - 8.5.3. Maintenance of Gold Purity Testing Machines & Other Items including Software drivers.
- 8.6. It may be noted that the Bank reserves the right to demand additional performance Bank Guarantee to the tune of 10% of the value of the Purchase Order, if AMC charges quoted by the bidder are abnormally low (i.e. AMC/ATS Cost percentage per annum should not be less than 5% of the cost of Hardware and software). The Bank has discretion to consider such offer or for seeking clarification from the bidder to decide for consideration. This Bank Guarantee will be towards contractual/AMC obligations of the bidder. Bidder shall quote the charges of AMC as per the Bill of Material (**Annexure-14**). This Bank guarantee shall be submitted within 15 days from the date of acceptance of the order which shall cover warranty and AMC period with a claim period of 3 months. The bidder has to submit this Bank guarantee in addition to the Security Deposit/Bank Guarantee as specified in **clause 8 of Section-F**. 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.

9. Mean Time Between Failures (MTBF):

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

10. 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 selected Bidder under the contract without the prior written consent of the Bank.

11. Defect Liability:

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

D. BID PROCESS

1. Clarification to RFP and Pre-Bid Queries:

- 1.1. The bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases should seek clarification in writing in the same serial order as that of the RFP by mentioning the relevant page number and clause number of the RFP as per format provided under **Appendix-D.**
- 1.2. All communications regarding points requiring clarifications and any doubts shall be given in writing to the Deputy General Manager, Canara Bank, PCFI Wing, HO, 112 JC Road, Bengaluru-02 or an email can be sent to hopcs@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. 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) 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) 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, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract 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-14. The format for submission of Commercial Bid (Indicative) is as per Appendix-C. Online Reverse Auction will be conducted by the bank to those bidders who qualify in the technical evaluation.

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 envelopes shall be placed inside another envelope and properly closed and sealed. The final envelope should be superscribed as "**Offer for Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract in response to PC Wing, HO - RFP 02/2019-20 dated 25/07/2019**" (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, Agriculture Policy and Information Section, PC Wing, Head Office, 112 J C Road, Bengaluru - 560002.

5.1.2. All the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be paginated with Name, Seal and Signature (not initial) 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, Singed Pre Contract Integrity Pact as per Appendix-I 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 02/2019-20 dated 25/07/2019 for Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract**”.

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 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 02/2019-20 dated 25/07/2019 for Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract**”.

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-14 and conditions of RFP on prices. Bill of Material should give all relevant price information as per **Annexure-14**. Any deviations from the Bill of Material / non-submission of prices as per the format shall make the bid liable for rejection.
- 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 02/2019-20 dated 25/07/2019 for Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract”**.

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. Make and Models:

It is mandatory to provide Technology, make & model of all the items and their subcomponents as has been sought in the technical specification. The Offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of make, model of the items offered. Please note that substituting required information by just brand name is not enough. Bidder should not quote Technology, hardware which is already End of Sale. Bidder also should not quote hardware which are impending End of Sale.

9. Software Version:

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

10. 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.

11. Costs & Currency:

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

12. 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.

13. 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.

14. Submission of Bids:

- 14.1. 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.
- 14.2. The bid/s properly super scribed 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.
- 14.3. 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.
- 14.4. Bids sent through post/courier will not be accepted/evaluated. Bids should be deposited in the Tender Box.
- 14.5. 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.
- 14.6. The following officials will facilitate in bid related queries and make arrangements for deposit of bid documents.

First Official	Alternate Official
Mr. Amit M K Senior Manager Canara Bank Agriculture Policy and Information Section, PC Wing, Mezzanine Floor, Head Office, 112 J C Road, Bengaluru - 560 002. Tel - 080 22104291	Smt. S Suchithra Assistant General Manager Canara Bank Agriculture Policy and Information Section, PC Wing, Mezzanine Floor Head Office, 112 J C Road, Bengaluru - 560 002. Tel - 080 22112612

14.7. 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 14.2.

15. Bid Opening:

15.1. 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.

15.2. 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: Authorization letter should be carried in person.

15.3. 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.

15.4. 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.

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

15.5.1. Name of the Bidders.

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

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

15.6. 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.

15.7. 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.

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

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 **Annexure-2** and on the documents submitted as per Appendix-A of RFP. Part-A will be evaluated by the Bank and Bank will seek clarification, if required.
- 3.3. **Part B-Technical Proposal:** The Part B-Technical Proposal of only those bidders who qualified in Part A- Conformity to Eligibility Criteria, will be opened with due communication by the Bank. The Part B- Technical Proposal submitted by the bidder will be evaluated based on documents submitted as per **Appendix-B**. Part-B will be evaluated by the Bank and Bank will seek clarification, if required.
- 3.4. **Part C-Commercial Bid (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 among all the eligible bidders for arriving at L1/L2/L3 etc.,

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

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

- 4.2. As a Part of Technical Evaluation based on the technical bids submitted by the Bidders, Bank at its discretion may call the Bidders for conducting POC (Proof of Concept) of the Gold Purity Testing Machines proposed by them. This exercise will be undertaken before opening of the Commercial Bids of the Bidders whose Part B-Technical proposals has been opened.
- 4.3. The Bank at its discretion call for providing of Proof of Concept (PoC) of proposed solution at the location which is identified by the Bank.
- 4.4. Bidders are further required to be in preparedness to demonstrate the proposed solution by arranging for product walk-through at their own installations/principals/R&D labs duly meeting the specific requirements/issues raised by the Bank.
- 4.5. Setting of evaluation criteria for product demonstrations shall be entirely at the discretion of the Bank. The decision of Bank in this regard shall be final and in this regard, no correspondence shall be entertained.
- 4.6. All expenses incurred in connection with the above shall be borne by the bidder. However, Bank will bear the travelling, boarding and lodging expenses related to its own personnel and its Consultants, if any.

5. Normalization of Bids

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

6. Intimation to Qualified/Successful Bidders:

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

7. Determination of L1 Price:

- 7.1. L1 Price will be determined after giving effect to arithmetical correction, if any.
- 7.2. 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-14 of RFP or in a manner

described in **Appendix-J** (Business Rules and Terms & Conditions of Reverse Auction).

7.3. Online Reverse Auction

- 7.3.1. Bidders, whose Commercial Bids (Indicative) have been opened by the Bank will be called for the Reverse Auction.
- 7.3.2. 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.
- 7.3.3. 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**.
- 7.3.4. 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.
- 7.3.5. 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.
- 7.3.6. 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-14** 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.

7.4. Re-auction/s Rules

- 7.4.1. Bank may consider the option of a Re-Auction/s in following circumstances:
 - 7.4.1.1. At the end of the Reverse Auction, L1 price is not acceptable to the Bank.
 - 7.4.1.2. 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.
 - 7.4.1.3. At the end of the Reverse Auction If only one bidder puts up bid/s, Bank at its discretion may decide a re-auction.
- 7.4.2. 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.
- 7.4.3. 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.

- 7.4.4. 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.
- 7.5. 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 One (1) Year from the date of placing LOI from the Bank. 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 hardware and software related to **Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract** 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 7 of Section-E**, 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.
- 5.6. The Head Office shall be placing orders during the entire Rate Contract Period for the branches/offices situated across PAN India and the payment will be released by the respective Circle Office/Head Office who places orders.
- 5.7. The Shortlisted bidder/s will be required to Supply, Implementation and Support the solution along with the hardware to various branches / Offices of the Bank at the rates not higher than the agreed rate finalized under this RFP.

6. Effective Date:

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

7. Project Execution:

The entire project needs to be completed expeditiously. The Bank and the selected bidder shall nominate a Project Manager each immediately on acceptance of the order/LOI, who shall be the single point of contact for the project at Bengaluru. However, for escalation purpose, details of other persons shall also be given. 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/LOI. The Bidder shall submit a Weekly progress report to the Bank as per format, which will be made available to the selected bidder.

8. Security Deposit / Performance Bank Guarantee:

- 8.1. The successful bidder should submit a Security Deposit / Performance Guarantee for 15% of total value of the contract within 15 days from the date of acceptance of the Order or within 21 days from the date of order.
- 8.2. If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above, penalty at 0.50% (Plus GST) for each completed calendar week of delay or part thereof on the value of the order (Exclusive of Taxes) will be deducted

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

- 8.3. Security Deposit should be submitted by way of DD drawn on Canara Bank payable at Bengaluru / Bank Guarantee may be obtained from any of the Scheduled Banks (other than Canara Bank). 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/LOI, 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 (CGST/SGST/IGST). The Vendor has to quote the applicable taxes separately in the Bill of Material.
- 10.2. The item value along with GST should be claimed in the invoice and GST will be paid in actuals at our end.
- 10.3. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the 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.

11.1.4. Partial Delivery.

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. Fails to sign the agreement within the specified time.

11.2.3. Fails to deposit the Security deposit/performance guarantee within the specified time.

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

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

11.2.6. The selected bidder becomes or is declared bankrupt or goes in liquidation voluntary or compulsory, except for the purpose of amalgamation or reconstruction.

11.2.7. The selected bidder cease to carry on its business or suspends all or substantially all if its operation; or

11.2.8. There is any material adverse change or any change in applicable law, rules, regulations, directives or guidelines, which prevents the continuing of the arrangement under this Agreement; or

11.2.9. If an event of any Force Majeure conditions continues for a period in excess of thirty (30)days

11.2.10. If the selected Bidder engages in fraud or other illegal or unethical activities.

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

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

11.2.13. 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, In case the selected Bidder fails to fulfill the Order as per the agreed terms of delivery the Bank reserves the right to procure the same or similar product from alternate source at the risk, cost and responsibility of the selected bidder.

- 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 shall invoke the Bank Guarantee or forfeit the Security Deposit given by the bidder towards nonperformance/noncompliance of the terms and conditions of the contract, to appropriate any loss or damages incurred by the Bank.

G. GENERAL CONDITIONS:

1. General Order Terms

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

2. Roles & Responsibility during Project Implementation

- 2.1. All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning maintenance during warranty and AMC etc., shall be provided by the Bidder at no extra cost to the Bank for completing the scope of work as per this RFP.
- 2.2. The selected Bidder shall take all steps to ensure safety of Bidder's and the Bank's personnel during execution of the contract and also be liable for any consequences due to omission or act of the selected bidder or their sub-bidders.
- 2.3. In case of any damage of Bank's property during execution of the work is attributable to the bidder, bidder has to replace the damaged property at his own cost.
- 2.4. The selected bidder has to execute an Undertaking of Authenticity for **Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract** as per Annexure-9.

3. Responsibilities of the Selected Bidder

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

4. Human Resource Requirement

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

- 4.1. The Bidder shall provide a contingent of well trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc. as part of the solution/service.
- 4.2. The Bidder shall confirm that every person deployed by them on the project has been vetted through a third-party background check prior to their engagement. The Bidder shall manage the activities of its personnel or others engaged in the project, etc. and shall be accountable for all the personnel deployed/engaged in the project.

- 4.3. In case the performance of the Bidder/their CSP/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, The Bidder shall have to replace the said person within the time limits stipulated by the Bank. Where the Bidder fails to comply with the Bank's request, the Bank may replace the said person or their agents/employees on its own.
- 4.4. No right to employment in the Bank shall accrue or arise to the employees or agents of the Bidder, by virtue of engagement of employees, agents, etc. of The Bidder for any assignment under this project. It is further clarified that the arrangement herein with the Bidder is a contract for service.
- 4.5. The Bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for all critical activities.
- 4.6. The Bidder shall extend all of the outsourced banking and financial services by deploying such personal that have high integrity and meet the qualifications and other criteria stipulated by the Reserve Bank of India , Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time ,as per the provisions of Minimum Wages Act 1948.

5. Responsibility for Completeness

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

6. Inspection of Records

Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts and records including Hardware, Software provided to the Bank under this RFP and the vendor shall extend all cooperation in this regard.

7. Negligence

In contravention of the provisions of the General Terms if the Bidder neglects to execute the order with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank shall have the right to cancel the contract holding the bidder liable for the damages that the bank may sustain in this behalf. The Bank reserves the right to get the balance contract executed by another party of its choice. 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.

8. Assignment

- 8.1. The vendors shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's prior written consent.
- 8.2. If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Vendor under this RFP.

9. Publicity

Any publicity by the bidder in which the name of the Bank is to be used will be done only with the explicit written permission of the Bank.

10. Insurance

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

11. Guarantees

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

12. Intellectual Property Rights

- 12.1. The Selected Bidder hereby covenants that the input/deliverables provided by it shall not infringe upon any third person's intellectual property rights, including copyrights, patents, designs, trademark, trade secrets, technical knowhow or any other intellectual property rights, whether registrable or not, prevailing anywhere in the world
- 12.2. In the event that the machines supplied by the Selected Bidder become the subject of claim of violation or infringement of a third party's intellectual property rights, the Selected Bidder shall
 - 12.2.1. Procure for the bank the right to continue to use such deliverables;
 - 12.2.2. Replace or modify such deliverables to make them non infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or
 - 12.2.3. If the rights to use the same cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse the Bank for any amount paid to bidder for such deliverables, along with the replacements costs incurred by the Bank for procuring an equivalent equipment in addition to the penalties levied by the Bank.
- 12.3. In the event of any such claim of violation or infringement of a third party's intellectual property rights the bidder shall at its choice and expense, defend such claim.

- 12.4. Further, the Selected Bidder shall not either during the currency of this Agreement or any time later, use the name, logo or any other identity of Bank for any purpose unless the same is specifically authorized by the Bank in writing.
- 12.5. Selected Bidder hereby agrees, confirms and acknowledges and records that business logics, work flows, delegation and decision making processes of Bank is of business sensitive nature and shall not be disclosed/referred to third parties.
- 12.6. Notwithstanding anything contained in this Agreement, Selected Bidder shall be responsible at all times to adequately compensate Bank in respect of any attributable or contributory infringement of any of the intellectual property rights involved. In no event bank shall be liable for any loss, claim, liability or damages of any kind and/or any special, direct, incidental, punitive, exemplary or consequential damages arising out of or in connection with infringement of the proprietary rights of the third parties.

13. Confidentiality and Non-Disclosure

- 13.1. The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking as given in Annexure-6.
- 13.2. No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.

14. Indemnity

- 14.1. The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:
- 14.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;
- 14.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;
- 14.1.3. Wilful Negligence, Fraud or gross misconduct solely attributable to the bidder or its employees or its representatives, agents, security analysts, consultants and advisors.
- 14.2. The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of **Solution** supplied by them.
- 14.2.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
- 14.2.2. The limits specified in above clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.
- 14.2.3. All Employees engaged by the Bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be

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

- 14.3. Bidder's aggregate liability shall be subject to an overall limit of the total Cost of the project.
- 14.4. For the purpose of the Agreement, the bidder shall include the bidder, its personnel, employees, consultants, and/or other authorized persons.
- 14.5. The responsibility to indemnify set forth in this Clause shall survive the termination of this Agreement for any reason with regard to any indemnity claims arising in relation to the performance hereof.

15. Force Majeure

- 15.1. The bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.
- 15.2. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation.
- 15.3. In the event of any such intervening Force Majeure, the Bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the Bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- 15.4. In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem.
- 15.5. Under no circumstances the bidder will be entitled to any compensation, damages or extra cost. Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder

16. Responsibilities of the Bidder

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

- 16.1. The Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition.
- 16.2. The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
- 16.3. No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- 16.4. Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with CANARA BANK. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.
- 16.5. The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder

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

17. Corrupt and Fraudulent Practices

17.1. Selected Bidder to submit the following undertaking:

17.1.1. We certify that there has been no conviction by a Court of Law or contemplated by court for misconduct, guilty or indictment/adverse order by a regulatory authority for an offence, against us or orders against any of our Partner(s)/Employees(s) and if it arises we will intimate the Bank of the same.

17.2. The bidder/consultant shall further ensure the compliance of the guidelines issued by Central Vigilance commission for the purpose of selection and employment of consultant.

17.3. As per Central Vigilance Commission (CVC) directives, it is required that Bidders /Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

17.4. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

17.5. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

17.6. The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

17.7. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

17.8. The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.

17.9. Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the

Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.

17.10. The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for Supply, Implementation and Support of the Solution by the Bank.

18. Adoption of Integrity Pact

18.1. The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.

18.2. Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.

18.3. The Bidders shall submit signed Pre Contract integrity pact as per **Appendix-I** along with Part-A Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.

18.4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates

18.5. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

18.6. Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

18.7. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.

18.8. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

18.9. Integrity pact shall be signed by the person who is authorized to signed the Bid.

18.10. The Name and Contact details of the Independent External Monitor(IEM) nominated by the Bank are as under:

Sri. Dilip Mavinkurve,	Sri. Hari Santosh Kumar
Email:dilipmav@gmail.com	Email:hsantoshkumar50@gmail.com

19. Amendments to the Purchase Order

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

20. Amendments to the Agreement

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

21. Modification/Cancellation of RFP

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

22. Social Media Policy

- 22.1. No person of the bank or the contractors and third parties shall violate the social media policy of the bank.
- 22.2. The following acts on the part of personnel of the bank or the contractors and third parties shall be construed as violation of social media policy:
 - 22.2.1. Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.
 - 22.2.2. Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of social media related systems and procedures.”

No amendments or modifications of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by the Parties hereto.

23. Resolution of Disputes

- 23.1. The Purchaser (Bank) and supplier (Bidder) shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. No further discussions shall be entertained with such bidders in respect of the subject technical bid.
- 23.2. Any dispute(s) or difference(s) arising between the parties out of or in connection with or in any manner related to the contract or interpretation of any of the provisions of the contract or performance of any of the terms or conditions of the contract shall be settled amicably through mutual discussion and negotiation between the Parties. If no settlement to dispute(s) or difference(s) can be reached through amicable negotiation between the Parties within 30 days of such reference, the Parties shall approach the appropriate Court of Law. However, upon mutual consultation, the Parties may also have an option to refer the dispute(s) or difference(s) for settlement by Arbitration. Decision of the Bank shall be final in this regard.
- 23.3. If the parties mutually opt for Arbitration, the same shall be conducted as follows:
 - 23.3.1. There shall be a Single Arbitration as decided by the Bank.
 - 23.3.2. The Proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force.
 - 23.3.3. The costs of the Arbitration shall be borne equally by both Parties.
 - 23.3.4. Any Arbitration shall be confidential and neither the bidder nor the bank may disclose the existence, content or results of any arbitration, except as required by law or purpose of enforcing the arbitration award.

23.3.5. The arbitration proceeding shall be in English.

23.3.6. The place of Arbitration shall be Bangalore and Courts at Bangalore shall have exclusive jurisdiction over the matters covered.

24. Legal Disputes and Jurisdiction of the court

24.1. The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

24.2. All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts in **Bengaluru** and the parties agree to submit themselves to the jurisdiction of such court as this RFP/Contract agreement shall be governed by the laws of India.

H. PURCHASE PREFERENCE

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

1. Micro & Small Enterprises [MSEs]:

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

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

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

2. Startup:

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

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

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

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

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

Order 2017. Bidder has to provide the value & percentage of the local content in price bids.

3.8. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules issued by the Ministry of Finance for which a bidder or its successors can be debarred for up to two years as per Rule (iii) of the General Financial Rules along with such other actions as may be permissible under law.

3.9. All the relevant documents/information regarding claim for preferential treatment under this policy must be submitted along with offer by the tenderers. Post tender submission of these information/documents shall not be considered. Further firms seeking these considerations shall be completely responsible for the truthfulness and authenticity of their claim for these benefits.

3.10. Ministry of Electronics and Information Technology (MeitY):

In furtherance of the Public Procurement (Preference to Make in India) Order 2017 notified vide reference cited above, Ministry of Electronics and Information Technology, Government of India has notified ten (10) electronic products vide reference F.No.33(1)/2017-IPHW dated 14.09.2017.

3.10.1. Domestic Manufacturers are required to indicate the domestic value addition/Local Content in terms of Bill of Material (BoM) for the quoted products, in terms of aforesaid guidelines, in their bid. Bidders, claiming to bid in the status of domestic manufacturer/local supplier on behalf of domestic manufacturer are also required to give an undertaking in the format as given in MeitY Form-1.

3.11. Department of Telecommunications (DoT):

In furtherance of the Public Procurement (Preference to Make in India) Order 2017, Department of Telecommunications, Ministry of Communications, Government of India has notified Thirty-Six (36) Telecom Products, Services and Works vide reference No. 18-10/2017-IP dated 29.08.2018.

3.11.1. Domestic Manufacturers are required to indicate the domestic value addition/Local Content in terms of Bill of Material (BoM) for the quoted products, in terms of aforesaid guidelines, in their bid. Bidders, claiming to bid in the status of domestic manufacturer/local supplier on behalf of domestic manufacturer are also required to give an undertaking in the format as given in DoT Form-1.

3.12. Canara Bank shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain complete back up calculation.

4. In case a bidder is eligible to seek benefit under Purchase PP-LC policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC and MSE policy in Form PP-A. The option once exercised cannot be modified subsequently.

5. Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

6. In case a MSEs bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders

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

7.1 Public Procurement Policy for MSE 2012

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

DEPUTY GENERAL MANAGER

Annexure-1

Bid Covering Letter

Reference No:

Date:

The Deputy General Manager
Canara Bank
Agriculture Policy and Information Section
Priority Credit & Financial Inclusion Wing
Canara Bank, Head Office,
112, Head Office
Banagalore-560002

Dear Sir,

SUB: RFP for Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract.

Ref: Your RFP 02/2019-20 dated 25/07/2019

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 delivery, Installation, Integration, Commissioning and Maintenance of solution as per timelines mentioned in the RFP for each ordered locations.

If our offer is accepted, we undertake to provide Technical consultancy / Service support / Guidance for the 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 One (1) Year from the date of Letter of Intent (LOI) 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. Bank reserves the right to verify /evaluate the claims made by the Bidder independently.

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
Agriculture Policy and Information Section
Priority Credit Wing
Canara Bank, Head Office,
112, Head Office
Banagalore-560002

SUB: RFP for Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract.

Ref: Your RFP 02/2019-20 dated 25/07/2019

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
CONSTITUTION	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.	Bidder has to submit 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.	
OEM	b)	The bidder should be the original equipment manufacturer (OEM) of proposed XRF type Gold Purity Testing Machines. OR Authorized Indian supplier/Distributor/ Partner/System Integrator (SI) of proposed Gold Purity Testing Machines with past 3 years of presence in India.	If the bidder is Manufacturer, an undertaking letter has to be submitted in this regard. If the bidder is an Authorized Indian Supplier/Distributor/Partner/System Integrator, an Authorization letter from the OEMs of respective hardware items to deal/market their product in India and it should be valid for a minimum period of Five years from the date of submission of Bid.	
FINANCIALS	c)	The Turnover of the Bidder should be minimum Rs. 25 Crores each year during last 3 years from the sales of Gold Purity Testing Machine (i.e. 2016-17, 2017-18 and 2018-2019). The turnover must be	i) Audited Balance Sheet and P&L Account for last 3 Years (i.e. 2016-17, 2017-18 and 2018-2019). If Audited Balance sheet of year 2018-19 is not available, bidder has to submit the provisional balance sheet signed by the Chartered Accountant of the company. ii) Certificate from Chartered	

		individual company's turnover and not that of any group of companies.	Accountant certifying the turnover of last three financial years i.e. 2016-17, 2017-18 and 2018-2019 from business of Gold Purity Testing Machine. iii) The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number.	
	d)	The Bidder should have Positive Net Worth as on 31/03/2019.	The Bidder must produce a certificate from the Company's Chartered Accountant to this effect. The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number.	
BIDDER EXPERIENCE	e)	The Bidder should have supplied & installed at least 200 numbers of similar type of X-Ray Fluorescence (XRF) Gold Purity Testing Machines offered in this RFP during last TWO years ending 31/03/2019 to Commercial Banks/ Financial institutions in India.	i. Purchase Order Copies issued by Commercial Banks/ Financial institutions in India. ii. Satisfactory completion certificate from Commercial Banks/ Financial institutions in India with date and quantities supplied in respect of above mentioned purchase order/s.	
	f)	The Bidder should provide the List of their Service centers/Locations as mentioned in Annexure-4 of the RFP	The Bidders to furnish their Service Centre infrastructure with contact details, postal addresses, No. of engineers, jurisdiction of the engineers etc. as per Annexure-4 .	
OEM	g)	Minimum 200 Nos. of X-Ray Fluorescence (XRF) Gold Purity Testing Machines of the proposed OEM (not necessarily the model) offered to Bank in this RFP should have been supplied (not necessarily by the Bidder) to Central Government/State Government/ Public Sector Organization/ Scheduled Commercial Banks in India during last 2 years from 01/04/2017 to 31/03/2019 .	Purchase Order Copies Or Reference Letters duly mentioning the Make and quantity of the X-Ray Fluorescence (XRF) Gold Purity Testing Machines from the Customers to this effect are to be enclosed.	
	h)	The OEM of the X-Ray Fluorescence (XRF) Gold Purity Testing Machines should be ISO 9001 Certified	The Bidder should submit the valid ISO Certificate of the OEM.	

	i)	The Model of Gold Purity Testing Machines proposed by the bidder under this RFP should be certified by Atomic Energy Regulatory Board of India.	Copy of latest and valid certificate to be submitted from Atomic Energy Regulatory Board of India to be enclosed.	
DECLARATION	j)	The Bidder should not be a blacklisted/ debarred company as on the date of submission of RFP by any Government Department /Financial Institution/ Public Sector Units/ Scheduled Commercial Bank in India.	Bidder should submit Self Declaration to this effect in Letter Head.	

We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection. All documentary evidence / certificates confirming compliance to Eligibility Criteria should be part of Eligibility bid.

Date

Signature with seal

Name :

Designation :

Annexure-3

Bidder's Profile

SUB: RFP for Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract

Ref: Your RFP 02/2019-20 dated 25/07/2019

Sl. No.	Particulars	Details	
A	Company/Bidder		
a)	Name of the Firm/Company		
b)	Proposed Solution Name with Name of OEM/OSM		
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 25 Cr for any Previous year.)		
g)	Whether eligible for Purchase Preference linked with Local Content under Public Procurement (Preference to Make in India) Order 2017, and Notifications issued thereunder? (Form PP-C or PP-D as applicable.)		
h)	Address of Corporate Office		
	Address of the Registered Office		
	Order to be placed on Registered Office/Corporate Office with contact person details?		
i)	Telephone No.		
	Fax No.		
	E-mail Address		
	Website		
j)	Annual Turnover:	2016-2017	
		2017-2018	
		2018-2019	
k)	Net worth as on 31/03/2019		

l)	Domestic Customer base(Number of Gold Purity Testing Machines installed in India)	
m)	Service Net Work (Number of Service Centres in)	
	North India	
	South India	
	East India	
	West India	
	Central India	
B.	Manufacturer's Profile	
a)	Name of the Manufacturing Company	
b)	Constitution of the Manufacturing Company	
c)	Date of Establishment/incorporation of the Manufacturing Company	
d)	Address of the Manufacturing Company	
	Registered Office Corporate Office	
e)	Telephone No.	
	Fax No.	
	E-mail Address	
	Website	
f)	Nature of Relationship of your company with the manufacturing Company	
	Subsidiary of the manufacturing Company/Division of Manufacturing Company/Sole Distributor/Non Exclusive Distributor/Agent/others(Please specify)	
	Experience of the Manufacturing Company in Gold Purity Testing machines	
n)	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, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract

Ref: Your RFP 02/2019-20 dated 25/07/2019

Locations:

Sl. No.	Place	Postal Address	Mobile No., Landline No, Email-ID	No. of Engineers/ Service Staff
1.				
2.				
3.				
4.				
5.				
6.				
7.				

Date

Signature with seal

Name :

Designation :

Annexure-5

Track Record of Past Delivery & Installation of Gold Purity Testing Machines

SUB: RFP for Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract

Ref: Your RFP 02/2019-20 dated 25/07/2019

Name of the Bidder _____

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

Sl. No.	Name of the Client/s where Gold Purity Testing Machines 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, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract

Ref: Your RFP 02/2019-20 dated 25/07/2019

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the Bidder, are agreeable to provide services to Canara Bank, having its office at Head Office, 112, J C Road, Bengaluru -560002 hereinafter referred to as the BANK and,

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

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

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

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

Date

Signature with seal

Name :

Designation :

Annexure-7

Technical/Functional Requirements for Gold Purity Testing Machines in Canara Bank

SUB: RFP for Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract.

Ref: Your RFP 02/2019-20 dated

Note:

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

A. Technical Specification of Gold Purity Testing Machines:

Sl. No.	Components	Required Configurations	Bidder's Compliance (Yes/No)
1	Mention Make and Model		
2	Type of Gold Purity Testing Machine	Table Top or Desktop	
3	X ray source	X ray tube (X Ray Fluorescence technology)	
4	Detector	Silicon Pin Detector	
5	Detection Range	Au, Ag, Pt, Pd,Rh,Ru, Cu, Cd, Zn, Ni, Ir, Plus other(If any)	
6	Measurement/test Area	1 mm and above	
7	Measuring Direction	Bottom up	
8	Measuring Distance/Depth	10 micron & above	
9	Measurement time	30-60 seconds	
10	Test Precision/Accuracy	(+ or -) 0.01 to 0.05%	
11	Collimator	1.0 mm or above	
12	Working temperature	Indian weather condition	
13	Display	External Desktop PC or built in display system	
14	Accessories Integration	Integration with PC, weighing machine and printer with related software	
15	Sample positioning	Manual	
16	Focusing	Auto focus	
17	Sample chamber	Large in order to accommodate big ornaments	
18	Reports	Should be informative with spectrum, percentage of element with weight and Karat value/ to be generated in Excel/PDF/ XML and auto saved to	

		system; should show the purity of Gold in percentage (%) value and in carat value; also elements other than Gold should also be mentioned in the report. Any metals detected other than the Gold and other listed in detection range, should add to other metal category in the reports and should not be added to the any of the metals mentioned in detection range.	
19	Safety Standards	Safety switch to ensure X-ray disperse only when top cover is closed.	
20	Battery Backup	UPS compatible with built in stabilizer.	

B. Additional Functional Requirement for Gold Purity Testing Machines:

Sl. No.	Functional Requirements	Bidder's Compliance (Yes/No)
1.	Gold Purity Analyzer (X-ray fluorescence technology) should use the interaction of x-rays with the target material (Ornament/ Jewellery) to determine its elemental composition.	
2.	Gold Purity Analyzer Machine should give the exact purity of Gold ornaments along with the details of the various metals present in the ornaments.	
3.	Purity of the Gold Ornaments should be displayed a. on the computer screen attached to the Gold Purity Testing Machine or b. on the inbuilt display of the Gold Purity Testing Machine	
4.	There should be no loss of Gold on account of testing as in the case of traditional methods.	
5.	Machines should not in any way allow any possibility of human manipulation	
6.	The Gold ornaments / coins are to be appraised by Gold purity analyzer machine (x- ray fluorescence spectrometer) to determine the value and purity. Item/ piece-wise test reports should be obtained from the analyzer machine.	
7.	Instrument should be having high precision, repeatability and nondestructive analysis.	
8.	The instrument should be able to interface to a computer through USB port and should use convenient software which can be interface easily for quick analysis and preparation of report.	
9.	Calibration/standardization should be one time (during installation or shifting) Regular software updates to be provided free of cost.	
10.	Instrument should provide print out of details with the borrowers name, other fields along with details/quality of Jewellery etc.	

Note:

1. Connecting to Printer and Electronic Weighing Machine (supplied by Bank) along with Gold Purity Testing machine to be ensured.
2. Bank will provide the format of output result report to the successful bidder. Output result report should be automated through the system and print out to be made as per the Bank format.

Date

Signature with seal

Name :

Designation :

Annexure-8

Scope of Work

SUB: RFP for Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract

Ref: Your RFP 02/2019-20 dated 25/07/2019

Sl. No.	Broad Scope of Work	Compliance (Yes/No)
1.	The Scope of the work is for Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract as per the quantity detailed elsewhere in the document.	
2.	The Bidder should maintain the system during warranty period. During the Warranty period, the Bidder is bound to do all hardware spares replacement without extra cost to Bank covering all parts & labour from the date of acceptance of the systems by Canara Bank at the respective locations i.e. On-Site Comprehensive Warranty.	
3.	The Bidder shall deliver Gold Purity Testing Machines & Other Items at the respective locations as per the Delivery Schedule on receipt of the Purchase Order from the Bank.	
4.	For each location, the Bidder is expected to provide Gold Purity Testing Machines with the related hardware, all subsystems, operating system, system software, software drivers and manuals etc. The software version installed on the Gold Purity Testing Machines provided by the Bidder should be uniform.	
5.	The selected Bidder will be the single point of contact to the Bank.	
6.	The configuration as per the technical and other specifications of the Gold Purity Testing Machines must be functional and installed from the day one.	
7.	The bidder(s) must undertake to provide Post Warranty On-site Maintenance Support for supplied Gold Purity Testing Machines with operating system (if required) and arrange for spare parts for a minimum period of 2 years after expiry of warranty period (in total 5 Years) for all Hardware items. The Bidder shall provide service/support from 9 am to 7 pm on all Bank's working day for Branches / Offices with maximum resolution/response time specified in the RFP.	
8.	Installation/reinstallation of Operating System after formatting of the Gold Purity Testing Machines due to any reason whatsoever during Warranty/AMC period (if contracted) shall be done by the bidder without any extra cost to the Bank. Before formatting, backup of data and restoration of data after OS installation is bidder's responsibility. After Installation/ or reinstallation bidder has to complete the activity and /or install the software mentioned in Scope of Work.	
9.	The Bidder's scope of work as per the conditions of RFP and technical specifications shall be to supply & Installation of ordered Equipment, transportation, transit insurance, local delivery, storage and installation insurance up to acceptance by the Bank and also includes documentation, warranty, annual maintenance(if contracted).	
10.	The Bidder has to supply all the Hardware Items to the ordered locations as per the Technical Specifications mentioned in the Annexure-7 .	
11.	The Bidder shall be fully responsible for Delivery, Installation and Maintenance of the ordered Hardware Items.	
12.	The Bidder shall provide all other required equipment and services if any,	

	whether or not explicitly mentioned in this RFP, to ensure the successful installation and functioning of the Hardware Items ordered to the respective Branches/Offices.	
13.	All the items (Hardware & Software) would be covered under Comprehensive Warranty/AMC except consumables. If there is any gap between Bank's requirement and OEM Warranty/AMC then it will be the responsibility of bidder to fill up the gap.	
14.	Successful bidder will be responsible for affixing asset tags and complete inventory details of each hardware equipment supplied to the Bank. The Asset Tags so printed by the successful bidder must have the company's logo along with other details like Warranty/AMC validity, call logging no., mail id etc. The asset tag details for the Hardware would be mutually decided by the Bank and the successful bidder.	
15.	The bidder(s) has to submit an undertaking (format enclosed in the annexure 9) along with the delivered items, signed by the authorized person, certifying that all the components/parts/assembly/software used in the proposed hardware like Gold purity analyzer, monitor, memory, etc. are original/ new components/ parts/ assembly/ software and that no refurbished/duplicate/second hand components have been used or would be used	

Date

Signature with seal

Name :

Designation :

Annexure-9

Undertaking of Authenticity for Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract

SUB: RFP for Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract

Ref: Your RFP 02/2019-20 dated 25/07/2019

With reference to the Gold Purity Testing Machines being supplied/quoted to your RFP Ref. no. cited above.

We hereby undertake that all the components/parts/assembly/software's used in the **Gold Purity Testing Machines** under the above like Gold purity analyzer etc., shall be original new components /parts /assembly /software only from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

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

We confirm that the 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 or during installation, for the Machines already billed, we agree to take back the **Gold Purity Testing Machines** 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-10

Compliance Statement

SUB: RFP for Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract

Ref: Your RFP 02/2019-20 dated 25/07/2019

DECLARATION

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

Compliance	Compliance (Yes / No)	Remarks / Deviations
Terms and Conditions		
Technical Specifications of Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract as per Annexure-7		
Scope of Work as Per Annexure-8		

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

Date

Signature with seal

Name :

Designation :

Annexure-11

Undertaking Letter

SUB: RFP for Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract

Ref: Your RFP 02/2019-20 dated 25/07/2019

- 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 here by 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-12

Escalation Matrix

SUB: RFP for Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract

Ref: Your RFP 02/2019-20 dated 25/07/2019

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 received in 24 Hours)					
d.		Country Head (If response not received in 48 Hours)					

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

Date

Signature with seal

Name :

Designation :

Annexure-13
Manufacturer/Authorised Distributor in India Authorization Form

[Note: This Format Letter should be on the letterhead of the OEM and should be signed by an Authorised Signatory of the manufacturer]

No. _____ dated _____

The Deputy General Manager
Canara Bank
Agriculture Policy and Information Section
Priority Credit & Financial Inclusion Wing
Canara Bank, Head Office,
112, Head Office
Banagalore-560002
Karnataka
Dear Sir,

SUB: RFP for Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract

Ref: Your RFP 02/2019-20 dated 25/07/2019

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

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

We (Manufacturer/Indian Distributor) also confirm that we will ensure all product updates (including management software updates and new product feature releases) are provided by M/sfor all the products quoted for and supplied to the bank during the 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.

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

We hereby commit to the tender terms and conditions and will not withdraw our commitments during the process and or during the period of contract

Yours faithfully

(Name)
For and on behalf of
M/s

Annexure- 14
Bill of Material

SUB: RFP for Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract.
Ref: Your RFP 02/2019-20 dated 25/07/2019

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 Gold Purity Testing Machines

[Amount in Rupees]

Sl. No.	Item Details	Cost Price			AMC *(as per Table-B)				Total Cost per unit with AMC (Incl. Of tax)	Quantity	Total Cost (Incl. of tax)	
		Unit Price for Gold Purity Testing Machine with 3 years onsite Warranty (Excl. of Tax)	Tax for Column A		Unit Price for Gold Purity Testing Machine with 3 years onsite Warranty (Incl. of Tax)	2 years AMC* charges per unit after warranty period (Excl. of Tax)	Tax for Column E					2 year AMC* charges per unit after warranty period (Incl. of Tax)
			A	B % of tax			C Tax Amt	D=A+C				
1.	Gold Purity Testing machines as per Annexure-7 and Annexure-8									500		

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

Table -B

Post Warranty AMC Calculation Table for Unit Quantity

[Amount in Indian Rupees]

Sl. No.	Description	Post Warranty AMC Charges year wise**					
		4 th Year	5 th Year	Total AMC for 2 Years (Excl. of Tax)	Tax %	Tax in Amt.	Total AMC for 2 Years (Incl. of Tax)
		AMC Charge (Excl. of tax)	AMC Charge (Excl. of tax)				
		a	b	c=a+b	d	e	f=c+e
1.	Gold Purity Testing machines as per Annexure-7 and Annexure-8						

**The Charges mentioned in column 'c' of Table-B should tally with the charges mentioned under Column 'E' of Table-A. The Charges mentioned in column 'f' of Table-B should tally with the charges mentioned under Column 'H' of Table-A.

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 Annexures should be submitted in Bidder's Letter Head only.**

- 1) Index of all the documents submitted with page numbers.
- 2) Cost of Tender document by way of DD payable at Bengaluru / Exemption Certificate.
- 3) Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD / Exemption Certificate.
- 4) Undertaking for applicability of Purchase Preference Policy as per Form PP-A. (if eligible)
- 5) Self-Declaration of MSEs/Startup as per Form PP - B. (if eligible)
- 6) Undertaking by Bidder towards Mandatory Minimum LC as per Form PP-C (In Case Bidder Seeking Benefit of PP-LC). (if eligible)
- 7) Certificate by Statutory Auditor of Bidder towards Mandatory Minimum LC as per Form PP-D (In Case Bidder Seeking Benefit of PP-LC). (if eligible)
- 8) 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.
- 9) Bid Covering letter as per **Annexure-1**.
- 10) Eligibility Criteria declaration as per **Annexure-2** with documentary proof in support of the Eligibility Criteria.
- 11) Bidder's Profile as per **Annexure-3**.
- 12) Service Support Details as per **Annexure-4**.
- 13) Track Record of Past Delivery and Installation of Gold Purity Testing machines as per **Annexure-5**.
- 14) Non-Disclosure Agreement as per **Annexure-6**.
- 15) Signed Pre Contract Integrity Pact as per **Appendix-I** on non-judicial Stamp paper.
- 16) Write up on the Work Experience / Expertise of **Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract**.
- 17) Bidder should have central help Desk available on 24x7x365 basis for support and compliant booking. Details of the Help Desk phone no. & email ID has to be provided.

Appendix-B

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

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

- 1) Index of all the documents submitted with page numbers.
- 2) Compliance to Technical/Functional Specifications for **Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract** should be complete with all columns filled in as per **Annexure-7**.
- 3) Compliance to the Scope of Work as per **Annexure-8**.
- 4) Undertaking Letter of Authenticity for **Supply, Installation and Maintenance of Gold Purity Testing Machines under Rate Contract** as per **Annexure-9**.
- 5) Compliance Statement as per **Annexure-10**.
- 6) Undertaking Letter as per **Annexure-11**.
- 7) Escalation Matrix as per **Annexure-12**.
- 8) Manufacturer Authorization form as per **Annexure-13**.
- 9) Masked bill of Material as per **Annexure-14**.
- 10) Technical Documentation (Product Brochures, leaflets, manuals, drawings).

Appendix-C

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

The Commercial Bid should be made in an organized, structured, and neat manner. Brochures / leaflets etc., should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory. **All the Annexures 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 Material as per **Annexure-14**.
- 2) Affidavit of Self Certification regarding Domestic Value Addition in an Electronic Product. (MeitY Form -1) (if eligible).
- 3) Self-Certification regarding Local Content (LC) for Telecom Product, Services or Works. (DoT Form - 1) (if eligible).

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

Forms (Purchase Preference)	
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
Bid Formats	
Appendix D	Format for Sending Prebid Queries.
Appendix E	Authorization Letter Format.
Bank Guarantee Formats	
Appendix-F	Bank Guarantee Format for Earnest Money Deposit.
Appendix G	Performa of Bank Guarantee for Contract Performance.
Appendix H	Format for Bank Guarantee for Advance Warranty Payment. (Not Applicable)
Pre Contract Integrity Pact	
Appendix I	Pre Contract Integrity Pact.
Reverse Auction Formats	
Appendix J	Business Rules and Terms and Conditions of Reverse Auction.
Appendix J (1) & Appendix J(3)	Format to be submitted before commencement of Reverse Auction.
Appendix J(2)	Format to be submitted after Reverse Auction by L1 vendor.
Appendix K	Location Details