



**REQUEST FOR PROPOSAL [RFP]  
FOR  
“SUPPLY AND MAINTENANCE OF BIOMETRIC FINGERPRINT SCANNERS”**

**Issued by: Canara Bank,  
Digital Devices Procurement Section,  
5<sup>th</sup> Floor, Digital Banking Services Wing,  
Naveen Complex,  
14, MG Road, Bengaluru -560 001**

Bid Details in Brief

Sl. No.	Description	Details
1.	RFP No. and Date	RFP 01/2017-18 dated 01/07/2017
2.	Brief Description of the RFP	Supply and Maintenance of Biometric Fingerprint Scanners
3.	Bank's Address for Communication and Submission of Tender	Deputy General Manager Canara Bank, Digital Devices Procurement Section, V Floor, DBS Wing, Naveen Complex, 14 MG Road, Bengaluru -560 001  Tel - 080-25318415, Email: <a href="mailto:hodbsdprocurement@canarabank.com">hodbsdprocurement@canarabank.com</a> Senior Manager, Digital Devices Procurement Section, DBS Wing, HO, Bengaluru - 560 001
4.	Date of Issue	01/07/2017, Saturday
5.	Last Date of Submission of Queries for Pre Bid Meeting	07/07/2017 / Friday, 3.00 PM
6.	Date of Pre Bid Meeting	10/07/2017 / Monday, 3.00 PM
7.	Last Date of Submission of Bids	21/07/2017/ Friday upto 3.00 PM
8.	Date and time of Opening of Part A- Conformity to Eligibility Criteria.	21/07/2017/ Friday, 3.30 PM
9.	Date and time opening of Technical Bid Part-B/Indicative price /Commercial bid/ Reverse Auction	Will be intimated at a later date.
10.	Application Fees (Not Refundable)	Rs. 25,000/- (Rupees twenty five thousand only)
11.	Earnest Money Deposit(Refundable)	Rs. 20,00,000/- (Rupees twenty lakhs only)

This document can be downloaded from Bank's website <http://www.canarabank.com/English/Scripts/Tenders.aspx>. In that event, the bidders should pay the Application Fee for tender document by means of DD drawn on any scheduled Commercial Bank for the above amount in favour of Canara Bank, payable at Bengaluru and submit the same along with the Bid document.

**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 neither an agreement nor an offer. It is an invitation by Canara Bank to 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 ([www.canarabank.com](http://www.canarabank.com)) 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.

Abbreviations used in this Document:

1.	AMC	Annual Maintenance Contract
2.	BG	Bank Guarantee
3.	BOM	Bill of Material
4.	CST	Central Sales Tax
5.	DD	Demand Draft
6.	DBS	Digital Banking Services
7.	EMD	Earnest Money Deposit
8.	HO	Head Office
9.	LAN	Local Area Network
10.	LD	Liquidated Damage
11.	LST	Local Service Tax
12.	MAF	Manufacturer Authorisation Form
13.	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 Delivery 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.	VAT	Value Added Tax
25.	GST	Goods & Services Tax
26.	AePS	Aadhaar Enabled Payment System
27.	UIDAI	Unique Udentification Authority of India
28.	MeitY	Ministry of Electronics and Information Technology
29.	Gol	Government of India
30.	LoU	Letter of Undertaking
31.	FPS	Finger Print Scanner
32.	POC	Proof of Concept
33.	OEM	Original Equipment Manufacturer
34.	RD	Registered Device

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## **A. INTRODUCTION**

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

CANARA BANK, a body Corporate and a premier Public Sector Bank established in the Year 1906 and nationalized under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head office at 112, J C Road Bengaluru-560002 and among others, having Digital Banking Services (DBS) Wing at Naveen Complex, No.14, M G Road, Bengaluru-560001. The Bank is having pan India presence of more than 6000 branches and 21 Circle offices situated across the States. The Bank is a forerunner in implementation of IT related products and services and continuously making efforts to provide the state of art technological products to its customers.

### **2. Definitions**

- 2.1. 'Bank' means unless excluded by and repugnant context or the meaning thereof, shall mean 'Canara Bank', described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successor and permitted assigns.
- 2.2. 'RFP' means Request for Proposal for Supply and Maintenance of Biometric Fingerprint Scanners.
- 2.3. 'Bidder' means a vendor submitting the proposal in response to RFP.
- 2.4. 'Solution' means Supply and Maintenance of Biometric Fingerprint Scanners in the Bank.
- 2.5. 'Biometric Device' or 'Device' or 'Equipment' or 'Hardware' means Biometric Fingerprint Scanners
- 2.6. 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
- 2.7. 'Successful Bidder' / 'L1 bidder' means the Bidder who is found to be the lowest bidder after conclusion of the bidding process including the reverse auction, if any, subject to compliance to all the Terms and Conditions of the RFP, etc.
- 2.8. 'Application' means 'BHIM Aadhaar POS Application' used by the Bank either developed by M/s. Integra or M/s. TCS or NPCI or any other vendor.

### **3. About RFP**

The Bank wishes to procure Biometric Fingerprint Scanners from reputed vendors. In this connection, Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for Supply and Maintenance of Biometric Fingerprint Scanners as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.

### **4. Objective**

Ministry of Electronics and Information Technology (MeitY) has conceived Merchant Aadhaar Pay (BHIM Aadhaar POS) APP using Android hand set and a Finger Print Scanner (FPS) to complete a purchase transaction through digital mode and the product has been designed in such a way that it would be cardless and cashless. It works on the strength of Aadhaar No. available at the hands of the consumer and seeded in any of his / her bank account numbers. Bank wishes to select a bidder who can Supply and Maintain Biometric Fingerprint Scanners as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.



**5. Eligibility Criteria:**

- 5.1. A vendor submitting the proposal in response to this RFP shall hereinafter be referred to as 'Bidder' and Supply and Maintenance of Biometric Fingerprint Scanners in the Bank shall hereinafter be referred as "Solution".
- 5.2. Interested Bidders, who can supply and Maintain Biometric Fingerprint Scanners in the Bank and meeting the following Eligibility Criteria may respond:

Sl. No.	Eligibility Criteria	Documents to be submitted with this RFP
a.	The Bidder should be a registered company in India under Indian Companies Act 1956 for at least three years as on date of RFP.	Bidder has to provide copy of the Certificate of Incorporation. If the Bidder is a Public Ltd. Company, Certificate of Commencement of Business has to be provided.
b.	The Bidder should have annual turnover of minimum Rs. 10 Crores for the last three financial years. (i.e. 2013-2014, 2014-15, 2015-16) and should have Operating profit for the last 3 years (i.e. 2013-2014, 2014-15, 2015-16).	Audited balance Sheet and Financial Statements for last 3 Financial Years i.e. 2013-2014, 2014-15, 2015-16.
c.	The bidder should not have been black listed by any of the Government Authority or Public Sector Undertaking (PSUs)	The bidder in their company's letter head shall provide undertaking to this effect.
d.	The Bidder should have a valid ISO Certificate.	Copy of valid Certificate to be submitted.
e.	Bidders shall be the Original Equipment Manufacturers (OEM) of Biometric Fingerprint Scanners.  (OR)  An authorized Dealer	If the bidder is Manufacturer, they should have manufacturing and testing facilities of international standards and should enclose the details of locations where the manufacturing and testing facilities are available.  If the bidder is an Authorized Dealer, an Authorization letter from the OEMs to deal/market their product in India and it should be valid for a minimum period of Six years from the date of submission of Bid.

f.	Bidder should have Service Centers/support Offices for providing services/ support for Biometric Fingerprint Scanners in Circle office locations of the Bank as mentioned in Annexure-5.	The Bidders to furnish their existing service centre infrastructure details like contact details with postal address, Local Contact Person Name, Address, Phone No, Mobile No, Email etc. as per Annexure-5.
g.	Bidder should have experience in supply and maintenance of the product for Banking / Government Organization in India in the last two years.	Copy of Purchase order / implementation certificate to be furnished to this effect.
h.	Bidder should have supplied at least 25000 Biometric Fingerprint Scanner in any of the Banks /Government Organization in India in the last two years.	Proof of Orders/Certificate from the customer where the Biometric Fingerprint Scanner have been supplied to be produced. Same should be addressed in the name of Bidder.
i.	The Biometric devices proposed to be supplied should be certified by STQC and UIDAI	Copy of STQC and UIDAI certificates to be submitted w.r.t to the proposed devices.
j.	Bids should be for latest models and should not include models which are marked to be withdrawn (End of Life) during next 12 months and End of Support for next 60 months.	The OEM in their Company's letter head shall provide undertaking to this effect.
k.	Bidders should submit a certificate from OEM for availability of spares for at least 5 years for the Biometric devices quoted.	The OEM in their Company's letter head shall provide undertaking to this effect.
l.	Bidder should have submitted LoU to UIDAI to deliver the devices as per Registered Devices - Technical Document and the same should have been approved by UIDAI	Copy of approval /permission from UIDAI required.
m.	The biometric devices should be having a minimum of 'Level 0' UIDAI RD Certification from STQC /UIDAI and ability to detect live finger ( and it should be able to reject gummy or fake finger prints ) and de-duplication of finger print.	The OEM in their Company's letter head shall provide undertaking to this effect.
n.	The proposed device of the bidder should integrate with the Aadhaar Pay application provided by M/S Integra Micro systems, M/S TCS, the common BHIM Aadhaar Pay app to be launched by NPCI and any other Aadhaar Pay application of other vendors	The bidder in their company's letter head shall provide undertaking to this effect.

**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. 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 drivers releases at the Bank's premises. To this effect Bidder should provide a dealer/distributor certificate as per Annexure-15.

**7. Requirement Details**

- 7.1. Bank invite sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for Supply and Maintenance of Biometric Fingerprint Scanners for various Circle Offices of the Bank as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.
- 7.2. This tender consists of following requirements:

Item Details	Qty	Locations
Supply and Maintenance of Biometric Fingerprint Scanners across the Country as mentioned in Scope of Work and as per Technical Specifications narrated in ANNEXURE-10.	100000	Various Circle Offices of the Bank as detailed in Appendix-G

- 7.3. Though the quantity required is 1,00,000, Bank reserves the right to place Purchase Order in lots of 50,000 or lower.
- 7.4. The Bank reserves the right to increase or decrease the above quantum of purchase by 25% at the same rate arrived and on the same Terms and Conditions of this Tender. All the Hardware / Software ordered should have comprehensive onsite warranty of 3 years and AMC support for further 2 years.
- 7.5. The proposed Biometric devices and components also should meet the technical specifications mentioned in Annexure-10.
- 7.6. Though the delivery locations would be Circle Offices of the Bank, the devices would be provided to various Merchants operating within the geographical jurisdiction of such Circle Offices. Bank would be making arrangements to deliver the FPS to merchants enrolled.

## 8. Scope of Work

- 8.1. Canara Bank is looking for a vendor who can supply registered biometric devices as per STQC and UIDAI specifications and maintain them during comprehensive warranty period of three years and Annual Maintenance contract for two years. The vendor should support the equipment for at least 5 years from the date of procurement.
- 8.2. The Bank is planning to purchase 1,00,000 Biometric devices. The bidder needs to integrate these devices with Bank's BHIM Aadhaar POS application. Presently, Bank is using the Aadhaar Pay application developed by M/s. Integra. Bank reserves the right to use BHIM Aadhaar POS application provided by TCS or from other vendors or from NPCI if developed in future. The devices should be compatible to future applications. The vendor will coordinate with the existing vendor and any other vendor or NPCI that Bank may take in future to make devices compatible for such applications.
- 8.3. Though the quantity required is 1,00,000, Bank reserves the right to place Purchase Order in lots of 50,000 or lower.
- 8.4. Bidder should be capable of providing the Biometric devices along with accessories of hardware and software required to make the BHIM AADHAAR POS application operational.
- 8.5. Bidder needs to coordinate with the application vendor(s) for integrating with the application.
- 8.6. The biometric Finger Print Capture device must be intergrated with BHIM Aadhaar POS application of each application vendor without any additional cost to Bank.
- 8.7. Bank desires to procure Biometric Finger Print Scanners for distribution to the merchants (customers) across the country, hence the selected bidder should work seamlessly throughout the country.
- 8.8. The devices should meet STQC / UIDAI specifications of Registered Devices and there should be no storage or replay of biometrics. The devices also should be compatible with the Aadhaar Pay application developed by Bank.
- 8.9. The bidder has to provide support and applicable patches as and when released by the OEM of the devices during warrantly. Any observation raised by Regulators / Bank from time to time should be rectified and fixed by the bidder within 1 week time after reporting without any additional cost.
- 8.10. The successful bidder will take total responsibility for supply of Registered Biometric Devices and making them operational and maintaining them during warranty and AMC period.
- 8.11. The bidder should do successful POC with our Bank's application within 14 days from the date of technical qualification of this tender. The offer of those bidders who cannot complete the POC successfully within the specified time is liable to be rejected.
- 8.12. All and any cost associated with demonstrating the POC (including provision of Servers, technical resources, travel cost, boarding cost, etc.) will be to the account of the vendor and bank will not bear any cost.
- 8.13. Bank reserve its right to extend / shorten the period of POC if needed.
- 8.14. The POC would be done to check whether the quoted model meets the technical specifications as mentioned in Technical requirement.

- 8.15. Any vendor who is not complying with the above POC will be technically disqualified.
- 8.16. Vendors who have failed in the POC will automatically stand disqualified technically.
- 8.17. All Hardware and software used in making the proposed device operational should be legally purchased and necessary documents / certificates should be supplied along with devices.
- 8.18. Bank reserves the right to split the order among L-1 and L-2 provided L-2 vendor agrees to match the price of L-1 vendor in the ratio of 60:40. If L2 vendor does not agree, the opportunity would be passed on to L3 vendor and so on.
- 8.19. The selected bidder should upgrade the device if the same goes out of support or there is a need for upgradation for compliance to regulatory guidelines during the contract period without any additional cost to the Bank.
- 8.20. For the devices, all security regulations under Aadhaar Act, 2016 (prohibiting local storage and replay of biometrics etc) should be complied with.
- 8.21. The devices should meet the specifications of Registered devices as defined by STQC / UIDAI.
- 8.22. Supply of 100000 Biometric finger print scanner devices to Circle Offices of Bank as specified along with the setup files and other accessories required for installing devices.
- 8.23. Successful bidder should install 10 devices in co-ordination with each Vendor of the bank for "BHIM Aadhaar POS" and provide sign-off from bank officials that the device is working satisfactorily with the BHIM Aadhaar POS application.
- 8.24. Bidder should share the procedure and escalation matrix for support / service / replacement of faulty devices during warranty and AMC period.
- 8.25. The Scope of the work is for Supply and Maintenance of **Biometric Fingerprint Scanners** as per the quantity detailed under clause 7.
- 8.26. The scope of the services is to be provided for a period of 5 years from the date of supply / installation of the Biometric Fingerprint Scanner Devices, whichever is later.
- 8.27. The Bidder should maintain the system during warranty period of 3 years and post-warranty AMC for minimum 2 years. During the warranty and AMC period, the Bidder is bound to do all hardware spares replacement without extra cost to Bank covering all parts & labour from the date of supply of the systems at the respective locations i.e. on-site comprehensive warranty. Under Annual Maintenance Contract all parts & labour should be covered for on-site support. Canara Bank, however, reserves the right to enter into Annual Maintenance Contract (AMC) agreement either location-wise / Circle-wise / office wise or from a single centralized location.
- 8.28. The Bidder shall deliver Biometric Fingerprint Scanners at the respective locations as per the Delivery Schedule on receipt of the Purchase Order from the Bank, failing which the Bank reserves its right to levy Penalties/liquidated damages.

- 8.29. The Bidder has to obtain transit insurance cover for the Biometric Fingerprint Scanners from their factory/godown to the location and such insurance cover should be available for minimum 30 days from the date of delivery of Biometric Fingerprint Scanners.
- 8.30. The selected Bidder will be the single point of contact to the Bank.
- 8.31. The Bidder should note that Biometric Fingerprint Scanners being procured shall be delivered at various locations as per requirements of bank and the Bidder will be required to support at those locations. The list of the locations is mentioned in **APPENDIX-G**. The Bank reserves the right to change locations by giving prior notice.
- 8.32. The Bidder should provide the Biometric Fingerprint Scanners with Bank logo as stickers along with installation.
- 8.33. The bidder must ensure that the final digital template (minutiae) should be in ISO 19794-2 format and the fingerprint image in ISO 19794-4 format. The supplier must ensure that the finger prints comply with UIDAI standards (ISO 19794-2, ISO 19794-4, ISO 19794-6) and the devices comply with the document “Aadhaar Registered Devices Technical specification-Version 2.0” or later published by UIDAI in Feb.2017. Drivers shall be compatible with Android V 2.2 and above.
- 8.34. The bidder should work with the BHIM Aadhaar POS service provider to ensure that the devices work in accordance with the specifications provided by UIDAI in Feb.2017 on “Registered Devices” Ver 2.2 or later as published by UIDAI from time to time.
- 8.35. The bidder must provide the Driver SW (for android operating system) along with the Biometric Development Utility/API, to facilitate integration of the device Driver SW in a secured manner with the Bank’s back-end Server side SDK. Bidder has to coordinate with the application vendor for integration/interface and the cost for the same should be included in Bill of Material.
- 8.36. The bidder may be required to provide Proof of Concept for the integration of algorithm with the BHIM Aadhaar POS and load testing and performance of Biometric fingerprint scanner and algorithm within 15 days of information from the Bank.
- 8.37. The Bidder shall confirm the integrity of the software supplied. i.e. the software is free from bugs, malware, covert channels in code etc.
- 8.38. If the Bank choose to enable BHIM Aadhaar POS application on some other Operating system (other than Android) during the period of warranty or AMC, suitable drivers / integrations should be made available at no extra cost to the Bank.
- 8.39. Device offered should be portable.
- 8.40. **Project Completion and Management**
- 8.40.1. For smooth completion of project the Bidder should identify Project Manager at Bengaluru as a single point of contact for the Bank.
- 8.40.2. Project implementation team should be conversant with local rules and conditions to resolve the issues, if any.
- 8.41. The biometric devices should be having a minimum of ‘Level 0’ UIDAI RD Certification from STQC /UIDAI and ability to detect live finger ( and it should be able to reject gummy or fake finger prints ) and de-duplication of finger print.

## **B. BID PROCESS**

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

- 9.1. The bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases should seek clarification in writing in the same serial order as that of the RFP by mentioning the relevant page number and clause number of the RFP as per format provided under **Appendix-H**.
- 9.2. All communications regarding points requiring clarifications and any doubts shall be given in writing to the Deputy General Manager, Canara Bank, DBS Wing, HO (Annex), 14- MG Road, Naveen Complex, Bengaluru-01 or an email can be sent to [hodbsrtgs@canarabank.com](mailto:hodbsrtgs@canarabank.com) by the intending bidders before **03:00 PM** on **07/07/2017 (Friday)**.
- 9.3. No queries will be entertained from the bidders after the above date and time.
- 9.4. The Bank will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's website ([www.canarabank.com](http://www.canarabank.com)) and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.
- 9.5. No oral or individual consultation will be entertained.

### **10. Pre-Bid meeting:**

- 10.1. A pre-bid meeting of the intending bidders will be held as scheduled below to clarify any point/doubt raised by them in respect of this RFP.

Date	Day	Time	Venue
10/07/2017	Monday	3.00PM	Canara Bank, Fifth Floor, Conference Hall, DBS Wing-HO (Annex), Naveen Complex, 14 M G Road, Bengaluru 560001.

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

- 10.2. Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 10.3. Bank will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the Bidders in the meeting.
- 10.4. The Bank will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's website ([www.canarabank.com](http://www.canarabank.com)) and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.

10.5. Non reply to any of the queries raised by the vendors during pre-bid Meeting shall not be considered as acceptance of the query/issue by the Bank.

**11. Amendment to Bidding Document:**

- 11.1. At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by amendment.
- 11.2. Notification of amendments will be made available on the Bank's website only (i.e. [www.canarabank.com](http://www.canarabank.com)) and will be binding on all bidders and no separate communication will be issued in this regard.
- 11.3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for submission of Bids.

**12. Bid System Offer**

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

- 12.1. **Part A- Conformity to Eligibility Criteria:** Indicating their compliance to Eligibility Criteria. The format for submission of Conformity to Eligibility Criteria is as per **Appendix-A**.
- 12.2. **Part B-Technical Proposal:** Indicating the response to the Technical specification of **Supply and Maintenance of Biometric Fingerprint Scanners in Canara Bank**. The format for submission of Technical Proposal is as per **Appendix-B**.
- 12.3. **Part C-Commercial Bid:** furnishing all relevant information as required as per Bill of Material as per **Annexure-17**. The format for submission of Commercial bid is as per **Appendix-C**.

**13. Preparation of Bids:**

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

13.1.1. The three parts as stated above, should be placed in three separate envelopes superscribed with 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid' respectively and properly closed and sealed. Thereafter, all the three envelopes shall be placed inside another envelope and properly closed and sealed. The final envelope should be superscribed as "**Offer for Supply and Maintenance of Biometric Fingerprint Scanners in response to RFP 01/2017-18 dated 01/07/2017**" (includes separately sealed 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') on the top of the envelope. All the envelopes shall bear the name and complete postal address of the bidder as well as the addressee, namely the Deputy General Manager, Canara Bank, Digital Devices Procurement Section, DBS Wing, Fifth Floor, Naveen Complex, 14 M G Road, Bengaluru - 560001.

13.1.2. All the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be paginated with Name, Seal and Signature of the Authorized Signatory. Bids with erasing / overwriting / cutting without authentication may be



liable for rejection. Authorization letter for signing the Bid documents duly signed by Company's Authorized signatory should be submitted.

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

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

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

13.2.2. The Conformity to Eligibility Criteria as per **Annexure-3** among others, must contain Demand Draft towards the Application Money as per the **Clause 14, Duly Stamped & Singed Integrity Pact** as per **Clause 74 & Appendix-I** and EMD/ Bank Guarantee in lieu of EMD as per **Appendix-D** of Instructions of this document. The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for, as per **Appendix-A**.

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

13.2.4. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as "**PART A- Conformity to Eligibility Criteria for RFP 01/2017-18 dated 01/07/2017 for Supply and Maintenance of Biometric Fingerprint Scanners**".

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

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

13.3.2. It is mandatory to provide the technical details of the Solution required by the bank in the exact format of **Annexure-10** of this tender.

13.3.3. 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.

13.3.4. 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.

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

13.3.6. 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.

13.3.7. 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.

**13.3.8.** Masked commercial bid which is not as per below instruction will make Bid liable for rejection:

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

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

**13.3.9.** 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 01/2017-18 dated 01/07/2017 for Supply and Maintenance of Biometric Fingerprint Scanners**”.

**13.4. Part C-Commercial Bid:**

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

**13.4.2.** Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. The Commercial Bid should give all relevant price information as per **Annexure-17**. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection. It is not mandatory for the bidder to fill in both parts of Annexure - 17. At least one part should be filled up.

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

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

**13.4.5.** 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.

**13.4.6.** 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.

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

**13.4.8.** If any of the deliverable product, mainly, Hardware, software, Service/Support etc. has both VAT and Service Tax, the bidder has to indicate the Goods component with percentage of VAT and Service Component with service Tax involved. The Goods Component + Service Component should be limited to 100% of the Cost Price. For example, if Goods Component is 60% then, the Service Component cannot be more than 40%.

**13.4.9.** After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as “**PART C-**

**14. Application Money:**

- 14.1. This document can be downloaded from Bank's website <http://www.canarabank.com/English/Scripts/Tenders.aspx>. In that event, the bidders should pay the Application Fee of Rs. 25,000/- (non-refundable) for tender document by means of DD drawn on any scheduled Commercial Bank in favour of Canara Bank, payable at Bengaluru and submit the same along with **Part A - Conformity to Eligibility Criteria**.
- 14.2. Submission of the Application Money in other than "Part-A-Conformity to the Eligibility Criteria" is liable to be rejected on grounds of non-payment of the Application Money.
- 14.3. The Bidder shall bear all costs associated with the preparation and submission of the Bid and Bank will not be responsible for the costs, regardless of the conduct or outcome of the bidding process. The Bank is not liable for any cost incurred by the Bidder in replying to this RFP. It is also clarified that no binding relationship will exist between any of the respondents and the Bank until the execution of the contract.

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

- 15.1. The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) of **Rs.20,00,000/- (Rupees twenty Lakhs Only)** 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.
- 15.2. 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. The format for submission of EMD in the form of Bank Guarantee is as per **Appendix-D**. The Bank Guarantee should be from any other Scheduled Commercial Bank other than Canara Bank.
- 15.3. Submission of EMD in other than Part A-Conformity to Eligibility Criteria Envelope is liable to be rejected on grounds of non submission of EMD.
- 15.4. 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.
- 15.5. The EMD may be forfeited/ Bank Guarantee may be invoked:
  - 15.5.1. If the bidder withdraws or amends the bid during the period of bid validity specified in this document.
  - 15.5.2. If the selected bidder fails to accept the purchase order within 7 days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the RFP.

**16. Make and Models:**

It is mandatory to provide make & model of all the items and their subcomponents as has been sought in the technical specification. The Offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of make, model of the items offered. Please note that substituting required information by just

brand name is not enough. Bidder should not quote hardware/Software items which are impending End of Life/End of Support during the contractual period.

**17. Software Version:**

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

**18. Documentation:**

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

**19. Costs & Currency:**

The Offer must be made in Indian Rupees only as per Bill of Material (**Annexure-17**).

**20. Erasures or Alterations:**

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

**21. Assumptions/Presumptions/Modifications:**

The Bank would like to expressly state that any assumption, presumptions, modifications, terms, conditions, deviation etc., which the bidder includes in any part of the Bidder’s response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, presumptions, modifications, terms, conditions deviations etc., have been accepted by the Bank and communicated to the bidder in writing. The bidder at a later date cannot make any plea of having specified any assumption, terms, conditions, deviation etc in the bidder’s response to this RFP document. No offer can be modified or withdrawn by a bidder after submission of Bid/s.

**22. Submission of Bids:**

**22.1.** 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.

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

Last Date of submission of Bid	Day	Time	Venue
21/07/2017	Friday	Upto 3.00 PM	Canara Bank, Fifth Floor, DBS Wing-HO (Annex), Naveen Complex, 14- M G Road, Bengaluru 560001.

- 22.3. 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.
- 22.4. Bids sent through post/courier will not be accepted/evaluated. Bids should be deposited in the Tender Box.
- 22.5. 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.
- 22.6. The following officials will facilitate in bid related queries and make arrangements for deposit of bid documents.

First Official	Alternate Official
Mr S Rajagopal Senior Manager Canara Bank <b>RTGS/ NEFT Section,</b> DBS Wing, Fifth Floor, Naveen Complex, 14 - M G Road, Bengaluru - 560 001. Tel - 080 25129440	Mrs. J D Shobha Assistant General Manager Canara Bank <b>RTGS/ NEFT Section,</b> DBS Wing, 5 <sup>th</sup> Floor Naveen Complex, 14-M G Road, Bengaluru - 560 001. Tel - 080 25129445

- 22.7. 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 22.2.

**23. Bid Opening:**

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

Date	Day	Time	Venue
21/07/2017	Friday	3.30PM	Canara Bank, Fifth Floor, Main Conference Hall, DBS Wing-HO (Annex), Naveen Complex, 14 M G Road, Bengaluru 560001.

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

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

- 23.2. Attendance of all the representatives of the bidders who are present at bid opening will be taken in a register against Name, Name of the Company and with full signature.
- 23.3. The Bidders may note that no further notice will be given in this regard. Further, in case the bank does not function on the aforesaid date due to unforeseen circumstances or declared as holiday then the bid will be accepted up to 3.00 PM on the next working day and bids will be opened at 3:30 PM at the same venue on the same day.

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

23.4.1. Name of the Bidders.

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

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

23.5. If any of the bidders or all bidders who submitted the tender are not present during the specified date, time, and venue of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the Part A - Conformity to Eligibility Criteria in their absence.

23.6. The **Part A-Conformity to Eligibility Criteria** submitted by the bidder will be evaluated based on the Eligibility Criteria stipulated in RFP document. The Part B-Technical Proposal of only those bidders who qualified in **Part A-Conformity to Eligibility Criteria** will be opened with due communication by the bank.

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

## **C. SELECTION OF BIDDER**

### **24. Preliminary Scrutiny:**

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

Prior to detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the bidding document. Substantial responsiveness means that the bid conforms to all terms and conditions, scope of work and technical specifications and bidding document is submitted without any deviations.

### **25. Clarification of Offers:**

25.1. 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.

25.2. 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.

### **26. Evaluation of Bid:**

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

26.2. The Bid will be evaluated by a Committee of officers of the Bank. If warranted, the Bank may engage the services of external consultants for evaluation of the bid. It is Bank's discretion to decide at the relevant point of time.

**27. Bidders Presentation /Site Visits / Product Demonstration/POC**

27.1. 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**.

27.2. As a Part of Technical Evaluation based on the technical bids submitted by the Bidders, Bank may call the Bidders for conducting POC (Proof of Concept) of the Biometric Fingerprint Scanners proposed by them. This exercise will be undertaken before opening of the Commercial Bids of the technically qualified Bidders.

27.3. 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.

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

27.5. 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.

27.6. 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.

**28. Normalization of Bids**

28.1. 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;

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

OR

28.1.2. Revised submissions of the entire bid in the whole

28.2. 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.

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

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

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

**30. Correction of Error In Commercial Bid**

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

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

**31. Determination of L1 Price:**

- 31.1. Bank will be arriving at L1 separately for Part I of the Commercial Bid (L0 devices) and separately for Part II of the Commercial Bid (L1 devices). L1 Price will be determined after giving effect to arithmetical correction, if any. The L-1 bidder will be determined on the basis of the lowest price quoted in the Commercial bid.
- 31.2. 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.
- 31.3. The bank reserves the right to re-tender without assigning any reasons whatsoever. The bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.
- 31.4. The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves the right to obtain revised price bids from the bidders with regard to change in RFP clauses. The Bank reserves the right to accept any bid in whole or in part.



**31.5. Cost of Hardware & Software items (inclusive of taxes) + AMC (inclusive of taxes) at present values as per BOM.**

The Present Value (PV) of the AMC cost offered for all the years of AMC shall be added to the price of the Hardware Items offered, for the purpose of evaluation of the price bid and arriving at L1, L2 & L3. The Present Value (PV) for the AMC component will be calculated as per the following formula:

$$\frac{C}{(1+r)^n}$$

Where 'C' is the annual AMC amount of each year

'r' is Bank's prevailing MCLR which is presently 8.40 %

'n' is number of years, i.e. 'n' is 1 for 1st year, 2 for 2nd year ... 6 for 6th year.

**32. Bid Validity Period:**

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

**33. 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.

**34. Project Ownership:**

- 34.1. 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, Integration and Maintenance of Biometric Fingerprint Scanners which are relevant to this RFP.
- 34.2. 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.
- 34.3. 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.

**35. Acceptance of Offer:**

- 35.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 35.2. The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.
- 35.3. 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.
- 35.4. 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.

**36. Award of Contract:**

- 36.1. Bank reserves the right to award the contract to L1, L2, in the ratio of 60:40, provided L2 agree to match the L1 price within 2 working days from the date of opening commercial Bid. No separate intimation would be given in this regard. . If L2 vendor does not agree, the opportunity would be passed on to L3 vendor and so on.
- 36.2. The bidder who is L1 as per above clause no. 31 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.
- 36.3. 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. This paragraph will be read in conjunction with 36.1 above.
- 36.4. 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.
- 36.5. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.
- 36.6. The Shortlisted bidder/s will be required to supply the solution along with the hardware to various Circle Offices of the Bank at the rates not higher than the agreed rate finalized under this RFP.
- 36.7. Bank has the discretion to place orders either for L0 devices or for L1 devices as it deems fit within the overall requirement indicated in Clause 7 above, though the Bank would prefer L1 devices.

**37. Government of India Guidelines On Purchase Preference:**

**37.1. Procurement through Micro & Small Enterprises [MSEs]:**

Procurement through MSEs will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises from time to time. Following are the conditions applicable as per the Government of India Guidelines

- 37.1.1. This MSEs should have registered with :

- 37.1.1.1. District Industries Centres or
- 37.1.1.2. Khadi Village Industries Commission or
- 37.1.1.3. Khadi & Village Industries Board or
- 37.1.1.4. Coir Board or National Small Industries Corporation or
- 37.1.1.5. Directorate of Handicrafts & Handloom or
- 37.1.1.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
- 37.1.2. MSEs participating in tenders, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 in a situation where L1 price is from someone other than MSE & such MSE shall be allowed to supply upto 20% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately according to the tendered quantity.
- 37.1.3. Bank shall procure minimum 20% of their annual value of goods or services from MSEs.
- 37.1.4. **Special provisions for MSEs owned by SC or ST-**  
Out of the 20% annual target from MSE, a sub-target of 20% [i.e. 4% out of 20%] shall be earmarked for procurement from MSE owned by SC or ST entrepreneurs.
- 37.1.5. MSEs are also exempted from paying Application fee/cost & EMD.
- 37.1.6. MSEs should submit the relevant documentary proof for claiming the exemptions.
- 37.1.7. MSEs shall have basic required qualification under eligibility criteria specified in the RFP and the above Policy will be applicable to those qualifying Bidders only.
- 37.2. The Eligible MSEs who intend to match the L1 Price (ultimately decided by the Bank) shall indicate the willingness to match the L1 Price within 6 working days from the date of communication from the Bank to avail the purchase preference.
- 37.3. The details are available on web site [dcmsme.gov.in](http://dcmsme.gov.in). Interested vendors are requested to go through the same for details.

#### **D. TERMS AND STIPULATIONS.**

##### **38. Effective Date:**

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

##### **39. Project Execution:**

The entire project needs to be completed expeditiously. The Bank and the selected bidder shall nominate a Project Manager each immediately on acceptance of the order,

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

**40. Security Deposit / Performance Bank Guarantee:**

- 40.1. The successful bidder should submit a Security Deposit / Performance Guarantee for 10% of total value of the contract within 15 days from the date of acceptance of the Order.
- 40.2. If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above, penalty at 0.50% for each completed calendar week of delay or part thereof on the cost of the order will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 5% of the total order value.
- 40.3. 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-E**.
- 40.4. Security Deposit/Performance Bank Guarantee should be valid for 3 years from the date of completion of supply of devices / installation whichever is later and shall be retained till the completion of warranty period. The guarantee should also contain a claim period of Three months from the last date of validity.
- 40.5. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and warranty period.
- 40.6. The security deposit / bank guarantee will be returned to the bidder on completion of Warranty Period.
- 40.7. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.

**41. Execution of Agreement.**

- 41.1. Within 21 days from the date of acceptance of the Order, the selected bidder shall sign a stamped "Agreement" with the Bank at Bengaluru as per the format to be provided by the Bank. Failure to execute the Agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected Bidder.
- 41.2. 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.
- 41.3. 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.

**42. Delivery, Commissioning and Acceptance:**

- 42.1. Bank shall provide the address and contact details for delivery of Biometric Fingerprint Scanners **while placing the order.**
- 42.2. Delivery of all Biometric Fingerprint Scanners should be within 2 **weeks** from the date of receipt of the Purchase Order for non-road permit locations. The Delivery period for **Road Permit locations will be 3 Weeks.** Please note that no extra charge / tax will be paid for those locations where road permit is required. Vendor only has to arrange for road permit 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.
- 42.3. The successful bidder should ensure supply of the devices and complete all the works specified in the Scope of Work at the Bank's Circle offices.
- 42.4. Bank reserves the right to change/modify locations for supply of the items. In the event of any change/modification in the locations, the bidder in such cases shall deliver, install and commission at the modified locations at no extra cost to the Bank. The Warranty/AMC (if contracted) should be applicable to the altered locations also.
- 42.5. The Bank will not arrange for any Road Permit / Tax clearance for delivery of devices to different locations and the Vendor is required to make the arrangements for delivery of devices to the locations as per the list of locations /items provided from time to time by the Bank.
- 42.6. Commissioning of the Devices will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this Tender.
- 42.7. 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.

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

- 43.1. The Bank and/or its nominated officials/consultants may carry out pre-dispatch inspection of all ordered equipment or any part thereof before delivery. On account of PDI, there will not be any change in delivery terms and conditions. However the bank will have the discretion to conduct PDI.
- 43.2. The selected bidder shall inform his readiness for pre-dispatch inspection at least 7 days in advance. Inspection of the ordered equipment to be supplied to the Bank shall be carried out at bidder's site/facility. There shall not be any additional charges payable by the Bank for such inspection. However, the Bank will have the discretion to recover the costs related to travel and stay of its staff/consultants from the bidders if the ordered equipment offered for inspection are not as per the Bank's order or if the vendor fails to comply with the test and inspection procedure.

**44. Penalties/Liquidated Damages:**

- 44.1. **Penalty for delay in Delivery of Biometric Fingerprint Scanners in all Locations.**

Non-compliance of the delivery (42.2) and (42.3) will result in imposing penalty of 0.50% on delay in delivery per week or part thereof, on the invoice value location/office address wise. However the total LD to be recovered under this clause shall be restricted to 5% of total value of the order for that location.

- 44.2. **Penalty for non-performance:** If the specifications of the RFP are not met by the bidder during various tests, the bidder shall rectify or replace the same at bidders cost to comply with the specifications immediately to ensure the committed uptime, failing which the Bank reserves its right to reject the items and invoke the performance Bank Guarantee.
- 44.3. The Penalty shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other purchase orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.
- 44.4. The Penalty clauses for delivery shall be reckoned from the date of communication about site address/readiness by the Bank.
- 44.5. All the above LDs/Penalties are independent of each other and are applicable separately and concurrently.
- 44.6. LD/Penalty is not applicable for the reasons attributable to the Bank and Force Majeure. However it is the responsibility/onus of the bidder to prove that the delay is attributed to the Bank and Force Majeure. The bidder shall submit the proof authenticated by the bidder and Bank's Official that the delay is attributed to the Bank and Force Majeure at the time of requesting delivery of payment. If the bidder fails to produce proof from Bank's officials for delay in delivery and if any, the date of installation shall be taken for calculating the delay for Penalty/LD purpose.

**45. Pricing & Payments:**

- 45.1. The Price offered to the Bank must be in Indian Rupees and inclusive of Duties/Insurance/Freight/charges of road permit but Exclusive of all applicable taxes. The Vendor has to quote the applicable taxes separately.
- 45.2. The item value along with applicable tax should be claimed in the invoice and applicable tax will be paid in actuals at our end.
- 45.3. 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.
- 45.4. 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.
- 45.5. Applicable Taxes will be paid at actuals.
- 45.6. If any of the deliverable product, mainly, Hardware, Software, services / Support etc. has both VAT and Service Tax, Bank will pay only VAT for Goods Component of Hardware/ Software and Service Tax for Service Component of Hardware/Software. The Goods Component + Service Component should be limited to 100% of the Cost Price of Hardware/ Software.
- 45.7. Selected bidder(s) shall share with the Bank their GST registration numbers.

**46. Payment Terms:**

**46.1. Payment schedule will be as under:**

Sl. No.	Payment Stages	% of Payment	Condition/Remarks
1	Delivery	90%	On delivery of all the Devices to the Bank and demo installation (integrating with the BHIM Aadhaar POS applications ) at Circle offices of the Bank and on production of relevant documents. Please note that Originals of invoices (plus One Copy) reflecting Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Circle offices should be submitted while claiming payment in respect of orders placed.
2	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.

**46.2.** Please note that Delivery Proof, Installation Report duly signed by Bank officials of the respective Circle Offices should be submitted in originals while claiming payment in respect of orders placed.

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

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

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

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

**47.1.1.** Delay in delivery beyond the specified period for delivery.

**47.1.2.** Serious discrepancies noted in the items delivered.

**47.1.3.** Breaches in the terms and conditions of the Order.

**47.2.** The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances:

**47.2.1.** Non submission of acceptance of order within 7 days of order.

**47.2.2.** Excessive delay in execution of order placed by the Bank.

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

**47.2.4.** The bidder goes in to liquidation voluntarily or otherwise.

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

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

- 47.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- 47.3. Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services during AMC period (If contracted).
- 47.4. In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days prior notice to the bidder.
- 47.5. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- 47.6. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract.
- 47.7. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.
- 48. Local Support:**
- 48.1. The bidder should be capable of meeting the service & support standards as specified in this tender.
- 48.2. 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.
- 48.3. Response Time shall be 2 hours for State Capitals, UTs and 4 hours for other locations.
- 49. Software, Drivers and Manuals:**
- 49.1. The bidder shall supply along with each item all the related documents, Software Licenses loaded in the Devices 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.
- 49.2. All related documents, manuals, catalogues and information furnished by the bidder shall become the property of the Bank.
- 50. Training:**
- The Vendor has to give demo and explain operational guidelines /technical information of the product at the supply locations to the Bank officials.
- 51. Warranty:**
- The entire equipments / hardware (including OS) & software deployed for this project shall be under Comprehensive Onsite Warranty covering all parts including the display panel, updates, minor update of software, maintenance or support for its proper



operation, performance and output as specified in the tender technical specifications for a period of 3 years from the Date of Installation/commissioning.

**52. Annual Maintenance Contract(AMC):**

- 52.1. At the time of submission of bids, the Bidder has to submit his quote for Biometric Fingerprint Scanners for 2 years in the Commercial Bid separately for Comprehensive maintenance contract.
- 52.2. The Bank, at its discretion may enter into Annual Maintenance Contract AMC with the Bidder at its discretion after completion of respective warranty periods
- 52.3. Support for maintenance of Biometric Fingerprint Scanners and Other Items supplied should be available for a minimum period of 2 years, covering all parts, maintenance and support, after expiry of warranty period.
- 52.4. The Bank will pay AMC charges for Biometric Fingerprint Scanners and 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.
- 52.5. The Bank shall have the option to terminate the service contract at any time during the contract period by giving a written notice of 30 days, without assigning any reason thereof. However, the selected bidder shall commit himself to service for a minimum period of 2 years, unless the service contract is terminated by the Bank and the selected bidder will have no right to terminate the contract within this period.
- 52.6. 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
  - 52.6.1. Rectification of Bugs/defects if any.
  - 52.6.2. Maintenance of Biometric Fingerprint Scanners including Software.
- 52.7. 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 (below 5% of the cost). The Bank has discretion to consider such offer or for seeking clarification from the bidder to decide for consideration. This Bank Guarantee will be towards contractual/AMC obligations of the bidder. Bidder shall quote the charges of AMC as per the Bill of Material (**ANNEXURE-17**). 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 44.1. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and warranty period.

**53. Scope Involved During Warranty and AMC Period:**

During the period of contract up to completion of Warranty and also during annual maintenance (if contracted), the bidder shall perform the following

- 53.1. If any software and Hardware upgrades and updates provided by the OEM as free of cost, it should be provided and installed & configured by the selected bidder during Warranty and AMC support [If contracted].
- 53.2. 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.

- 53.3. The device spare parts/services, as and when required, and complete maintenance of the Biometric Fingerprint Scanners during warranty period and AMC (if contracted), shall be supported for a period of 60 months from date of purchase.
- 53.4. The support shall be given in person or through telephone, FAX, letter and E-mail within a reasonable time as the case may be.
- 53.5. Only licensed copies of software shall be supplied and ported in the Biometric Fingerprint Scanners. The bidder shall grant an irrevocable perpetual license to the Bank to use the software. Further, all software supplied shall be of latest version.
- 53.6. 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.
- 53.7. Escalation matrix should be provided for support, technical, project, etc. as per **ANNEXURE-14**.
- 53.8. 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.
- 54. Spare Parts:**
- 54.1. The vendor shall make available the spare parts, components etc. for the systems for a minimum period of 5 years, during warranty and AMC period.
- 54.2. If any of the peripherals / components is not available during the warranty /AMC period, the substitution shall be carried out with peripherals/components of equivalent or higher capacity.
- 55. 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.
- 56. Defect liability**
- In case any of the supplies and equipment delivered under the Contract are found to be defective as to material and workmanship and / or not in accordance with the requirement, and/or do not achieve the guaranteed performance as specified herein, within the warranty and AMC period (if contracted) of the contract, the Bidder shall forthwith replace/make good such defective supplies at no extra cost to the bank without prejudice to other remedies as may be available to the bank as per RFP terms.

**E. GENERAL CONDITIONS:**

**57. Intellectual Property Rights:**

- 57.1. Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. The bidder should ensure that the Hardware and Software supplied

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

- 57.2. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution.
- 57.3. The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.
- 57.4. The bidder acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Hardware/Software.

#### **58. Roles & Responsibility during Project Implementation**

- 58.1. All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, 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.
- 58.2. The selected Bidder shall take all steps to ensure safety of bidder's and the bank's personnel during execution of the contract and also be liable for any consequences due to omission or act of the selected bidder or theirs sub-bidders.
- 58.3. 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.
- 58.4. The selected bidder has to execute an Undertaking of Authenticity for Hardware items as per Annexure-11.

#### **59. Indemnity:**

- 59.1. 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:

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

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

59.2. 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 Biometric Fingerprint Scanners and Other Items supplied by them.

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

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

59.2.3. 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.

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

**60. 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.

**61. Assignment:**

61.1. 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.

61.2. 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.

**62. 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.

**63. Insurance:**

The Devices 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 at site and handed over to the Bank/Office/Merchant. 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 Biometric Fingerprint Scanners. 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 Biometric Fingerprint Scanners.

**64. Guarantees:**

The bidder should guarantee that the Devices 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.

**65. Confidentiality and Non-Disclosure**

**65.1.** 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-8**.

**65.2.** 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.

**66. Amendments to Purchase Order:**

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

**67. 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.

**68. General Order Terms:**

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

**69. Negligence:**

In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable

for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder.

**70. Responsibility for Completeness:**

- 70.1. 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.
- 70.2. 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.
- 70.3. 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.

**71. Responsibilities of the Bidder.**

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

- 71.1. 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.
- 71.2. The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
- 71.3. No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- 71.4. 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.
- 71.5. 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.

**72. Force Majeure:**

- 72.1. 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.
- 72.2. 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.
- 72.3. 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.
- 72.4. In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.

**73. Corrupt And Fraudulent Practices**

- 73.1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders /Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- 73.2. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- 73.3. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- 73.4. The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 73.5. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 73.6. The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.
- 73.7. Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, Bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit

or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.

**73.8.** The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for supply, installation and maintenance of Biometric Fingerprint Scanners by the Bank.

**74. Adoption of Integrity Pact:**

**74.1.** 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.

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

**74.3.** The Bidders shall submit signed 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.

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

**74.5.** 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.

**74.6.** 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.

**74.7.** 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.

**74.8.** 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.

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

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

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

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



Act, 1996, shall govern the arbitration. The venue of arbitration shall be Bengaluru, INDIA.

**76. 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.

**77. Responsibilities of Selected Bidder**

**77.1.** 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.

**77.2.** 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.

**77.3.** The selected bidder shall submit updated Escalation Matrix for the product/services on a **Half-Yearly basis** as at the end of 31<sup>st</sup> March and 30<sup>th</sup> September during warranty and AMC period.

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

**78.1.** 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.

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

**DEPUTY GENERAL MANAGER**

Annexure-1

Checklist

Sl. No.	Particulars	Vendor Response [Yes/No]
1	Whether Cost of the Tender document (Demand Draft payable at Bengaluru) is submitted along with the Part A-Conformity to Eligibility Criteria?	
2	Whether EMD / Bank guarantee Submitted in the Part A- Conformity to Eligibility Criteria?	
3	Whether the Bid is authenticated by authorized person? Copy of Power of Attorney or Authorization letter from the company authorizing the person to sign the bid document to be submitted in <b>Part A-Conformity to Eligibility Criteria?</b>	
4	Whether all pages are authenticated with signature and seal (Full signature to be affixed and not initials).Erasures / Overwriting / Cutting / Corrections authenticated Certification / Undertaking is authenticated?	
5	Whether Call log in Procedure, Preventive and Break down/Corrective Maintenance is provided?	
6	Whether address of Office on which order has to be placed is indicated in <b>Annexure-4</b>	
7	Whether ensured that, the Biometric Fingerprint Scanners and other Items /Software Items quoted are not End Of Life/End Of Support - as per eligibility criteria	
8	Whether ensured that, the separately sealed envelopes containing Part A-Conformity to Eligibility Criteria, Part B-Technical Proposal and Part-C Commercial Bid for <b>Supply and Maintenance of Biometric Fingerprint Scanners in our Bank</b> are placed and sealed in another big envelope super scribed as per RFP instructions. The Name of the Bidder and Due date of the RFP is specified on the top of the envelope.	
9	Whether ensured Indexing of all Documents submitted with page numbers?	
10	Whether replica of Price Bid ( <b>Masked price bid</b> ) as per Bill of Material is submitted in Part-B Technical Proposal.	
11	Whether Integrity Pact as per <b>Clause 74</b> and <b>Appendix-I</b> has been submitted?	
12	Copy of STQC and UIDAI certificates to be submitted w.r.t to the proposed devices.	

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

Checked for accuracy

Date

Signature with seal

Name :

Designation :

Annexure-2  
Bid Covering letter format

Reference No:

Date:

The Deputy General Manager,  
Canara Bank,  
Digital Devices Procurement Section  
Digital Banking Services Wing,  
Naveen Complex, 14-M G Road,  
Bengaluru - 560 001, Karnataka

Dear Sir,

**SUB: RFP for Supply and Maintenance of Biometric Fingerprint Scanners.**

**Ref: Your RFP 01/2017-18 dated 01/07/2017**

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

If our offer is accepted, we undertake to complete delivery of materials within **2 weeks** from the date of acceptance of the Purchase Order for non-road permit locations and within **3 weeks** for Road Permit locations. Also, we undertake to complete configuration and commissioning of the delivered Hardware & Software and complete all the works specified in the Scope of Work at the Bank's Circle Offices within **2 Weeks** from the date of delivery of all the materials for each ordered locations.

If our offer is accepted, we undertake to provide Technical consultancy / Service support / Guidance for the devices supplied as per the above referred RFP, during warranty support period and AMC (if contracted). We enclose a Demand Draft /Bank Guarantee in lieu of EMD for **Rs.20,00,000/- (Rupees twenty lakhs only)** in favour of Canara Bank as EMD.

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

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

Date

Signature with seal

Name :

Designation :

Annexure-3

Eligibility Criteria Declaration

The Deputy General Manager  
Canara Bank  
Digital Devices Procurement Section  
DBS Wing  
HO: BENGALURU

**SUB: RFP for Supply and Maintenance of Biometric Fingerprint Scanners.**

**Ref: Your RFP 01/2017-18 dated 01/07/2017**

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

Sl. No.	Eligibility Criteria	Documents to be submitted with this RFP
a.	The Bidder should be a registered company in India under Indian Companies Act 1956 for at least three years as on date of RFP.	Bidder has to provide copy of the Certificate of Incorporation. If the Bidder is a Public Ltd. Company, Certificate of Commencement of Business has to be provided.
b.	The Bidder should have annual turnover of minimum Rs. 10 Crores for the last three financial years. (i.e. 2013-2014, 2014-15, 2015-16) and should have Operating profit for the last 3 years (i.e. 2013-2014, 2014-15, 2015-16).	Audited balance Sheet and Financial Statements for last 3 Financial Years i.e. 2013-2014, 2014-15, 2015-16.
c.	The bidder should not have been black listed by any of the Government Authority or Public Sector Undertaking (PSUs)	The bidder in their company's letter head shall provide undertaking to this effect.
d.	The Bidder should have a valid ISO Certificate.	Copy of valid Certificate to be submitted.
e.	Bidders shall be the Original Equipment Manufacturers (OEM) of Biometric Fingerprint Scanners.  (OR)  An authorized Dealer	If the bidder is Manufacturer, they should have manufacturing and testing facilities of international standards and should enclose the details of locations where the manufacturing and testing facilities are available.  If the bidder is an Authorized Dealer, an Authorization letter from the OEMs to deal/market their product in India and it should be valid for a minimum period of

		Six years from the date of submission of Bid.
f.	Bidder should have Service Centers/support Offices for providing services/ support for Biometric Fingerprint Scanners in Circle office locations of the Bank as mentioned in Annexure-5.	The Bidders to furnish their existing service centre infrastructure details like contact details with postal address, Local Contact Person Name, Address, Phone No, Mobile No, Email etc. as per Annexure-5.
g.	Bidder should have experience in supply and maintenance of the product for Banking / Government Organization in India in the last two years.	Copy of Purchase order / implementation certificate to be furnished to this effect.
h.	Bidder should have supplied at least 25000 Biometric Fingerprint Scanner in any of the Banks /Government Organization in India in the last two years.	Proof of Orders/Certificate from the customer where the Biometric Fingerprint Scanner have been supplied to be produced. Same should be addressed in the name of Bidder.
i.	The Biometric devices proposed to be supplied should be certified by STQC and UIDAI	Copy of STQC and UIDAI certificates to be submitted w.r.t to the proposed devices.
j.	Bids should be for latest models and should not include models which are marked to be withdrawn (End of Life) during next 12 months and End of Support for next 60 months.	The OEM in their Company's letter head shall provide undertaking to this effect.
k.	Bidders should submit a certificate from OEM for availability of spares for at least 5 years for the Biometric devices quoted.	The OEM in their Company's letter head shall provide undertaking to this effect.
l.	Bidder should have submitted LoU to UIDAI to deliver the devices as per Registered Devices - Technical Document and the same should have been approved by UIDAI	Copy of approval /permission from UIDAI required.
m.	The biometric devices should be having a minimum of 'Level 0' UIDAI RD Certification from STQC /UIDAI and ability to detect live finger ( and it should be able to reject gummy or fake finger prints ) and de-duplication of finger print.	The OEM in their Company's letter head shall provide undertaking to this effect.
n.	The proposed device of the bidder should integrate with the Aadhaar Pay application provided by M/S Integra	The bidder in their company's letter head shall provide undertaking to this effect.

Micro systems, M/S TCS, the common BHIM Aadhaar Pay app to be launched by NPCI and any other Aadhaar Pay application of other vendors	
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We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection.

Date

Signature with seal

Name :

Designation :

Annexure-4

Applicant's Profile

**SUB: RFP for Supply and Maintenance of Biometric Fingerprint Scanners.**

**Ref: Your RFP 01/2017-18 dated 01/07/2017**

Sl. No	Particulars	Details
a)	Name of the Suppliers/Firm / Manufacturing Company	
b)	If Bidder is an Authorized Dealer, Bidder has to mentioned the name of OEM/Manufacturing Unit	
c)	Constitution	
d)	Date of Establishment/Incorporation	
e)	Address (Order to be placed on which Office)	
	Registered Office	
	Corporate Office	
f)	Telephone No	
	FAX No	
	E-mail Address	
	Website	
g)	Sales Turnover from IT related business.	
	2013-2014	
	2014-2015	
	2015-2016	
h)	Domestic Customer Base (Number of Clients where Biometric Fingerprint Scanners were installed in India)	
i)	Service Net Work (Number of Service Centers in )	
	North India	
	South India	
	East India	
	West India	

Central India Our PAN number for Income Tax is _____. We are registered with the GST authorities and our registration number is as follows. GST Number. Is _____. <u>Our Bank Details</u> Name and Style of Bank Account Name of the Bank and Branch address Account Number RTGS / NEFT Code	
--	--

Date

Signature with seal

Name :

Designation :

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



Service Support Details for Bank's Circle Office Locations

SUB: RFP for Supply, Installation and Maintenance of Biometric Fingerprint Scanners.

Ref: Your RFP 01/2017-18 dated 01/07/2017

Sl. No.	Circle Office Locations	Postal Address	Mobile No./ Landline No.	Email-ID	No. of Engineers/ Service Staff	Quantity of Stocks of Spares
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						
16.						
17.						
18.						
19.						
20.						
21.						
122...						
.....						

Date

Signature with seal

Name :

Designation :

**Annexure-6**  
**Authorization Letter Format**

(To be presented by the authorized person at the time of Technical / Commercial Bid Opening on the letter head of Bidder and should be signed by an Authorised Signatory with Name and Seal of the Company)

Ref No:

Date:

The Deputy General Manager,  
Canara Bank,  
Digital Devices Procurement Section  
Digital Banking Services Wing,  
Naveen Complex, 14-M G Road,  
Bengaluru - 560 001 Karnataka

Dear Sir,

**SUB: RFP for Supply and Maintenance of Biometric Fingerprint Scanners.**

**Ref: Your RFP 01/2017-18 dated 01/07/2017**

This has reference to your above RFP.

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

The specimen signature is attested below:

\_\_\_\_\_

Specimen Signature of Representative

\_\_\_\_\_

Signature of Authorizing Authority

\_\_\_\_\_

Name & Designation of Authorizing Authority

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

Annexure-7

Track Record of Past Implementation of Projects towards Supply and Maintenance of Biometric Fingerprint Scanners

SUB: RFP for Supply and Maintenance of Biometric Fingerprint Scanners.

Ref: Your RFP 01/2017-18 dated 01/07/2017

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

List of Bidder's Major Customers In Last 2 Years and References

Sl. No.	Name and complete Postal Address of the Customer (Purchaser)	Name, Designation, Telephone, Fax, Telex Nos., e-mail address of the contact person (customer)	Nature and Description, Quantity of Goods supplied by the customer during last 2 years	Value of Goods supplied in last 2 years	Satisfactory Letter from customer to be Enclosed or Purchase Orders to be enclosed for the above References
1	2	3	4	5	6

(Enclose necessary documentary proof)

Date

Signature with seal

Name :

Designation :

Annexure-8

Non-Disclosure Agreement

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

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

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

WHEREAS, the Bidder understands that in the course of submission of the offer for "**Supply  
and Maintenance of Biometric Fingerprint Scanners 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 :

Technical Bid Covering letter Format

The Deputy General Manager  
Canara Bank  
Digital Devices Procurement Section  
DBS Wing,  
HO: BENGALURU

**SUB: RFP for Supply and Maintenance of Biometric Fingerprint Scanners.**

**Ref: Your RFP 01/2017-18 dated 01/07/2017**

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

Sl. No.	Particulars	Details to be furnished by the Bidder
1	Technical specification as per ANNEXURE-10	
2	Name of the Bidder	
3	E-mail address of contact persons	
4	Details of:  Description of business and business background  Service profile & Client profile	
5	Approach and methodology for the proposed scope of work along with illustrative deliverables.	
6	Details of similar assignments executed by the bidder during the last three years in India  ( Name of the Bank, time taken for execution of the assignments and documentary proof from the Bank are to be furnished)	
8	List of applicants major customers in last 2 years and details as below shall be provided:  i) Name and complete postal Address of the customer.  ii) Name, designation, Telephone , Fax, Telex Nos., e-mails and address of the contact person(customer)	
9	Details of inputs/requirements required by the bidder to execute this assignment.	

10	Conformity to the obtaining of various certificates/bench mark testing standards for the items quoted to meet the intent of the RFP.	
11	Conformity regarding back to back arrangements with third party hardware software for providing continuous and un-interrupted support to meet SLA obligations as per RFP Terms.	

**Declaration:**

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

Date

Signature with seal

Name :

Designation :

**Annexure-10**  
**Technical Specifications of Biometric Fingerprint Scanners**

**Note:**

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

**Technical Specifications of Biometric Fingerprint Scanners (100000 Nos)**

Sl. No.	Specification	Requirement	Bidder's Response
a.	Mention Make & Model		
b.	Fingerprint template Compliance for minutiae data	ISO 19794(2)	
c.	Fingerprint template Compliance for image resolution	ISO 19794(4), ISO 19794(6)	
d.	Scan resolution pixels/centimetre (ppcm)	197	
e.	Scan resolution pixels/inch (ppi)	500	
f.	Pixel depth (bits)	8 bit 256 Grey scale	
g.	Firmware level encryption	yes	
h.	Dynamic range (gray levels)	200	
i.	Certification	PIV or equivalent	
j.	Enrolment and Verification (other than just the image of the finger being captured)	Live Scan	
k.	Impression type	Live-scan plain / Live-Scan Contactless may be considered for verification.	
l.	Light source dependability	No	
m.	High Resistance	To shock, abrasion and water	
n.	Algorithm should include	Image Quality Determination and Feature Generalization	
o.	Encryption of fingerprint template	Using unique foreign key	
p.	Image acquisition and storage	PIV  According to RBI guidelines / UIDAI guidelines	
q.	USB connectivity	The device should directly be connected to mobile or through OTG cable. Compatible with Android cell phones /	

		Pads (Android V 2.2 and above)	
r.	Capture mode	Plain live scan capture	
s.	Capture mode	Auto capture with built-in quality check (incorporates NIST quality considerations)	
t.	Power	Through USB ( Micro ????????)	
u.	Software API	Interface API and Data Dictionary to be shared with the bank and documentation to enable seamless integration with TCS / Integra / any other system.	
v.	Scanner and supplier (STQC Certified)	Minimum Level 0 complied	
w.	Device offered	should be portable	
x.	Technical Support Office	India	

The supplier must provide the Driver Software along with the SDK/API, to facilitate integration of the device Driver Software in a secured manner with the Bank's back-end Server side SDK.

Date

Signature with seal

Name :

Designation :



Annexure-11

Undertaking of Authenticity for Biometric Fingerprint Scanners

**SUB: RFP for Supply and Maintenance of Biometric Fingerprint Scanners.**

**Ref: Your RFP 01/2017-18 dated 01/07/2017**

With reference to the Supply, Installation, Integration and Maintenance of Biometric Fingerprint Scanners & other items being supplied/ quoted to your RFP Ref. No. cited above.

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

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

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

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

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

**Authorized Signatory**

Date

Signature with seal

Name :

Designation :

Annexure-12

Compliance Statement

SUB: RFP for Supply and Maintenance of Biometric Fingerprint Scanners.

Ref: Your RFP 01/2017-18 dated 01/07/2017

DECLARATION

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

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

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

Date

Signature with seal

Name :

Designation :

Undertaking Letter Format

**SUB: RFP for Supply and Maintenance of Biometric Fingerprint Scanners.**

**Ref: Your RFP 01/2017-18 dated 01/07/2017**

We understand that Bank shall be placing Order to the Selected Bidder exclusive of taxes only.

We also confirm that we have quoted the Goods component with percentage of VAT and Service Component with percentage of service Tax. The Goods Component + Service Component is limited to 100% of the Cost Price.

(Or)

Our products offered have been subject to GST.

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

Date

Signature with seal

Name :

Designation :

Annexure-14  
Escalation Matrix

SUB: RFP for Supply and Maintenance of Biometric Fingerprint Scanners.

Ref: Your RFP 01/2017-18 dated 01/07/2017

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.		Circle/Zonal Head (If response not recd in 48 Hours)					
d.		Country Head (If response not recd in One week)					
e.		Order to be placed on					

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.		Circle/Zonal Head (If response not recd in 24 Hours)					
d.		Country Head (If response not recd in 48 Hours)					

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

Date

Signature with seal

Name :

Designation :

**Annexure-15**  
**Manufacturer/Authorised Distributor in India Authorization Form**

[Note: This Format Letter should be on the letterhead of the manufacturing concern/Distributor and should be signed by an Authorised Signatory of the manufacturer/Authorised Distributor. This Format is for reference only. However should contain the Para 1, 2 & 3]

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

The Deputy General Manager,  
Canara Bank,  
Digital Devices Procurement Section  
DBS Wing  
Naveen Complex, 14-M G Road,  
Bengaluru-560 001  
Karnataka  
Dear Sir,

**SUB: RFP for Supply and Maintenance of Biometric Fingerprint Scanners.**

**Ref: Your RFP 01/2017-18 dated 01/07/2017**

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

We (Manufacturer/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 for our products for a period of 5 years from the date of submission of this tender.

We (Manufacturer/Indian Distributor) also confirm that we will ensure all product updates (including management software updates and new product feature releases ) are provided by M/s .....for all the products quoted for and supplied to the bank during the 3 years product warranty 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 Router Operating Software releases at the bank's premises.

Yours faithfully

(Name)

For and on behalf of  
M/s-----

Annexure-16

Commercial Bid Covering Letter

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

Reference No :

Date :

To

The Deputy General Manager,  
Canara Bank,  
Digital Devices Procurement Section  
DBS Wing  
Naveen Complex, 14 M G Road,  
Bengaluru - 560 001  
Karnataka

Dear Sir,

**SUB: RFP for Supply and Maintenance of Biometric Fingerprint Scanners.**

**Ref: Your RFP 01/2017-18 dated 01/07/2017**

We thank you for providing us an opportunity to participate in the subject RFP. Please find our commercial offer as per **Annexure-17** Commercial bid format of the subject RFP along with this covering letter.

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

Date

Signature with seal

Name :

Designation :

Annexure- 17

Bill of Material

SUB: RFP for Supply and Maintenance of Biometric Fingerprint Scanners.

Ref: Your RFP 01/2017-18 dated 01/07/2017

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, in particular clauses 30, 31 and 46 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.

Price Details of Hardware / Software items required for Supply of Biometric Fingerprint Scanners

PART - I FOR RD (LO) DEVICES

Sl. No.	Item Details -Specify the details of Hardware	Unit Price (Excl. of Tax)	Tax for Column A		Unit Price Incl. of tax	Quantity	Total Cost (Incl. of tax)
		A	B % of tax	C Tax Amt.	D =A+C		E
1	Biometric Fingerprint Scanners as per Annexure-10 with three years Comprehensive onsite warranty					100000	
2	Any Other Charges such as Interface/Integration charges					*****	
3	<b>Year wise Annual Maintenance Charges for a period of 2 years after warranty period of 3 years</b>						
3.1	AMC 4 <sup>th</sup> Year *					100000	
3.2	AMC 5 <sup>th</sup> Year *					100000	
4	<b>Total AMC Charges (4.1 + 4.2)</b>						
5	Total cost of Ownership TCO (1+2+3+5)	xxxx	xxxx	xxxx	xxxx	xxxx	

\*-Should not be less than 5 % of Cost and please refer Clause 52.7.

**PART - II FOR RD (L1) DEVICES**

Sl. No.	Item Details -Specify the details of Hardware	Unit Price (Excl. of Tax)	Tax for Column A		Unit Price Incl. of tax	Quantity	Total Cost (Incl. of tax)
		A	B % of tax	C Tax Amt.	D =A+C	E	F =(DxE)
1	Biometric Fingerprint Scanners as per Annexure-10 with three years Comprehensive onsite warranty					100000	
2	Any Other Charges such as Interface/Integration charges					*****	
3	<b>Year wise Annual Maintenance Charges for a period of 2 years after warranty period of 3 years</b>						
3.1	AMC 4 <sup>th</sup> Year *					100000	
3.2	AMC 5 <sup>th</sup> Year *					100000	
4	<b>Total AMC Charges (3.1 + 3.2)</b>						
5	Total cost of Ownership TCO (1+2+3+5)	xxxx	xxxx	xxxx	xxxx	xxxx	

\*-Should not be less than 5 % of Cost and please refer Clause 52.7.

**Undertaking**

- i. Bill of material is submitted on the letter head and is signed by an Authorised 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. If the deliverable product mentioned above has both VAT and Service Tax, the bidder has to indicate the Goods component with percentage of VAT and Service Component with service Tax. The Goods Component + Service Component should be limited to 100% of the Cost Price. For example, if Goods Component is 60% then, the Service Component cannot be more than 40%.

(OR)

Our products offered have been subject to GST.



vi. 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/submitted Part A- Conformity to Eligibility Criteria

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

- 1) Index of all the documents submitted with page numbers.
- 2) Cost of Tender document by way of DD payable at Bengaluru.
- 3) Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD.
- 4) Power of Attorney / Authorisation letter signed by the Competent Authority with the seal of the bidder's company / firm in the name of the person signing the tender documents.
- 5) Checklist as per Annexure-1.
- 6) Bid Covering letter as per Annexure-2.
- 7) Eligibility Criteria declaration as per Annexure-3 with documentary proof in support of the Eligibility Criteria.
- 8) Profile of the Company / Firm as per Annexure-4.
- 9) Service Support Details for Bank's Circle Office Locations as per Annexure-5.
- 10) Track Record of Past Implementation of Projects towards Supply, Installation, Commissioning and Maintenance of Biometric Fingerprint Scanners as per Annexure-7.
- 11) Non-Disclosure Agreement as per Annexure-8.
- 12) Integrity Pact Agreement on Non-Judicial Stamp paper of requisite value as per Appendix-I and as per clause 74.
- 13) Write up on the Work Experience / Expertise of Supply, Installation, Integration and Maintenance of Biometric Fingerprint Scanners.
- 14) UIDAI and STQC certificates for the proposed Biometric device

Appendix-B

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

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

- 1) Index of all the document submitted with page numbers.
- 2) Technical Bid Covering Letter as per **Annexure-9**.
- 3) Compliance to Technical specifications should be complete with all columns filled in as per **Annexure-10**.
- 4) Undertaking of Authenticity of Biometric Fingerprint Scanners as per **Annexure-11**.
- 5) Compliance Statement as per **Annexure-12**.
- 6) Undertaking Letter as per **Annexure-13**.
- 7) Escalation Matrix as per **Annexure-14**.
- 8) Manufacturer/Authorised Distributor in India Authorization Form as per **Annexure-15**.
- 9) Masked bill of Material as per **Annexure-17**.
- 10) Ownership letter by the bidder. (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.)
- 11) The bidder should submit an undertaking letter that they will 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 should be factored in Bill of Material (BOM), otherwise the Bid is liable for rejection. Changes in the BOM by the bidder will also be liable for rejection.
- 12) The Bidder to submit a certificate / letter from OEM that the proposed Biometric Fingerprint Scanners , 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 in all the locations .
- 13) A detailed list of the other Infrastructure required and any other precautions to be undertaken should be given in detail along with the Technical Proposal.

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.

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

- 1) Commercial Bid Covering Letter as per **Annexure-16**.
- 2) Bill of Materials as per **Annexure-17**.

Appendix-D

Bank Guarantee Format for Earnest Money Deposit

To : The Deputy General Manager,  
Canara Bank,  
Digital Devices Procurement Section  
DBS Wing,  
Naveen Complex, 14 M G Road  
BENGALURU

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

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

THE CONDITIONS of this obligation are:

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

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

Notwithstanding anything contained herein

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

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2017.

SIGNATURE & SEAL OF THE BANK

Appendix-E

**Bank Guarantee Format for Contract Performance**

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

To : The Deputy General Manager,  
Canara Bank,  
Digital Devices Procurement Section  
DBS Wing, Head Office,  
Naveen Complex, 14-M G Road  
BENGALURU

WHEREAS (Name and address of M/s XXXX Ltd (hereinafter referred to as “the CONTRACTOR”) has undertaken to supply, transportation, transit insurance, local delivery and insurance up to Acceptance by the bank, Acceptance testing and also includes documentation, warranty, annual maintenance, if contracted, and training or demo of your personnel related to Supply, Integration and Maintenance of Biometric Fingerprint Scanners as per their Contract dated \_\_\_\_\_ with you (hereinafter referred to as “the CONTRACT”)

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

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

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

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

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

Notwithstanding anything to the contrary we agree that your decision as to whether the CONTRACTOR has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to

ask you to establish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

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

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

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

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

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

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

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

The Performance Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now

existing un-cancelled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

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

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

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

Notwithstanding anything contained herein

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

For and on behalf of

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



**Appendix-F**  
**Bank Guarantee Format for Advance Warranty Payment**

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

To: Name and Address of the PURCHASER

WHEREAS

(Name and address of M/s xxxxx Ltd) (hereinafter referred to as “our constituent” which expression includes its successors and assigns) entered into an agreement dated \_\_\_\_\_ with you for supply, transportation, transit insurance, local delivery, storage and insurance up to Acceptance by the bank, commissioning and integration, Acceptance testing and also includes documentation, warranty, annual maintenance, if contracted, and training of your personnel related to Supply, Integration and Maintenance of Biometric Fingerprint Scanners (hereinafter referred to as “the said agreement”).

In terms of Clause no. \_\_\_\_\_ of the said agreement, our constituent is required to furnish a Bank Guarantee to secure our constituent’s undertaking to comply with the contractual obligations in relation to warranty for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) being 10% of the total consideration so as to enable you to release the equivalent amount to our constituent being 10% of the total consideration payable after the expiry of the warranty period of 3 years that is \_\_\_\_\_ from the date of acceptance of the project i.e. \_\_\_\_\_.

NOW THIS LETTER OF GUARANTEE WITNESSETH:

That in consideration of your agreeing at the request of our constituent to release a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) being 10% of the total consideration-amount to our constituent, we (Name of the issuing bank), do hereby agree and undertake that in the event of our constituent committing breach of any of the undertakings or committing default in fulfilling any obligations arising out of the said agreement, we (Name of the issuing bank) shall on demand pay you without any demur Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ Only).

We further agree that,

1. We will make the payment of the said amount pursuant to the demand made by you, notwithstanding any objections or dispute that may exist or arise between you and our constituent or any other person.
2. Your demand on us shall be deemed as the final proof of breach of any undertaking or default of the contractual obligation on the part of our constituent.
3. This guarantee shall be irrevocable and shall not be discharged except by payment or by absence of demand by you on or before \_\_\_\_\_.
4. Our liability under this guarantee shall be restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only).
5. Our liability under this guarantee shall cease to exist unless a demand is made by you on or before \_\_\_\_\_.

We further agree that, exercise of any of your right against our constituent to enforce or forbear to enforce or any other indulgence or facility extended to our constituent would not release our liability under this guarantee, and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent.

Notwithstanding anything contained herein

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

For and on behalf of

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

SEAL

ADDRESS  
PLACE

Appendix-G

Location Details

Sl. No.	Circle Office Locations
1.	Ahmedabad
2.	Bengaluru
3.	Bhopal
4.	Bhubaneswar
5.	Chandigarh
6.	Chennai
7.	Delhi
8.	Guwahati
9.	Hyderabad
10.	Jaipur
11.	Karnal
12.	Kolkata
13.	Lucknow
14.	Madurai
15.	Mangalore
16.	Mumbai
17.	Patna
18.	Pune
19.	Ranchi
20.	Trivandrum
21.	Vijayawada

**Note:** Address and contact details of the above Circle office Locations will be provided to selected Bidder along with Order.

Appendix-H

Format for Sending Pre-Bid Queries

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

Appendix-I

PRE CONTRACT INTEGRITY PACT

1. GENERAL

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on \_\_\_\_ day of the month 20\_\_\_\_, between, the Canara Bank, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at 112, J.C. Road, Bangalore 560 002, with branches spread over India and abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri\_\_\_\_\_, (Designation of the officer) representing \_\_\_\_\_, of the BUYER, of the FIRST PART

AND

M/s.\_\_\_\_\_represented by Shri \_\_\_\_\_Chief Executive Officer /Authorised Signatory (hereinafter called the "BIDDER/SELLER/CONTRACTOR /SERVICE PROVIDER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART

1.2. WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) /engage the services and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is willing to offer/has offered the stores/services and

1.3. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is a private company/ public company/Government undertaking/ partnership/ LLP/registered export agency/service provider, duly constituted in accordance with the relevant law governing its formation/incorporation/constitution and the BUYER is a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970.

1.4. WHERAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER has clearly understood that the signing of this agreement is an essential pre-requisite for participation in the bidding process in respect of Stores/Equipment/Items/Services proposed to be procured by the BUYER and also understood that this agreement would be effective from the stage of invitation of bids till the complete execution of the agreement and beyond as provided in clause 13 and the breach of this agreement detected or found at any stage of the procurement process shall result into rejection of the bid and cancellation of contract rendering BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER liable for damages and replacement costs incurred by the BUYER.

2. NOW, THEREFORE, the BUYER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER agree to enter into this pre-contract integrity agreement, hereinafter referred to as Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful bidder, and it is intended through this agreement to avoid all forms of corruption by following a system that is fair, transparent and free from any

influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

2.1. Enabling the BUYER to obtain the desired Stores/ Equipment/ Work/ Service/ Materials at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2. Enabling BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

### 3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

3.1. The BUYER represents that all officials of the BUYER, connected whether directly or indirectly with the procurement process are duty bound by rules and regulations governing their service terms and conditions not to demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

3.2. The BUYER will, during the pre-contract stage, treat all BIDDERS/SELLERS/ CONTRACTORS/SERVICE PROVIDERS alike, and will provide to all BIDDERS/SELLERS/ CONTRACTORS/SERVICE PROVIDERS the same information and will not provide any such information to any particular BIDDER/SELLER/ CONTRACTOR/ SERVICE PROVIDER which could afford an advantage to that particular BIDDER/SELLER/ CONTRACTOR/SERVICE PROVIDER in comparison to the other BIDDER/SELLER/ CONTRACTOR/SERVICE PROVIDERS.

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

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER with the full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a

person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

#### 4. COMMITMENTS OF BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

4.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the BUYER.

4.3. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is the original Manufacturer/Integrator/Authorized government sponsored export entity of the stores/Authorised Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such materials/services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

4.4. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.5. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.6. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.

4.7. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.

4.8. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

## 5. PREVIOUS TRANSGRESSION

5.1 The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Bank, Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

5.2. If the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER makes incorrect statement on this subject, BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can be disqualified from the tender/bid process or the contract, if already awarded, can be terminated for such reason.

## 6. EARNEST MONEY (SECURITY DEPOSIT)

6.1. Every BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER while submitting commercial bid, shall deposit an amount as specified in RFP/Tender Documents as Earnest Money/Security, Deposit, with the BUYER through any of the instruments as detailed in the tender documents.

6.2. The Earnest Money/Security Deposit shall be valid for a period till the complete conclusion of the contractual obligations or for such period as mentioned in RFP/Contract, including warranty period, whichever is later to the complete satisfaction of BUYER.

6.3. In the case of successful BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, a clause would also be incorporated in the Article pertaining to Performance Bond in



the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4. No interest shall be payable by the BUYER to the BIDDER/SELLER/CONTRACTOR /SERVICE PROVIDER on Earnest Money/Security Deposit for the period of its currency.

## 7. SANCTIONS FOR VIOLATIONS

7.1. Any breach of the provisions herein contained by the BIDDER/SELLER/ CONTRACTOR/ SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONTRACTOR/ SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. However, the proceedings with the other BIDDER/SELLER/CONTRACTOR / SERVICE PROVIDER(s) would continue.

(ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

(iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of (Name of the Bank/Financial Institution) while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER / CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/ SELLER/CONTRACTOR/SERVICE PROVIDER .

(v) To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other contracts with the BIDDER /SELLER /CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to

deduct the amount so payable from the money(s) due to the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER.

(vii) To debar the BIDDER/ SELLER/ CONTRACTOR /SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, the same shall not be opened.

(x) Forfeiture of The Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(xi) The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR / SERVICE PROVIDER.

7.2. The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

7.3. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/SELLER/ CONTRACTOR shall be final and conclusive on the BIDDER/SELLER /CONTRACTOR. However, the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

## 8. FALL CLAUSE

8.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other

organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

#### 9. INDEPENDENT EXTERNAL MONITORS

9.1. The BUYER has appointed two Independent External Monitors (hereinafter referred to as Monitors) for this Pact in accordance with the recommendations and guidelines issued by Central Vigilance Commission.

9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out of tendering process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities.

9.5. As soon as any event or incident of violation of this Pact is noticed by Monitors, or Monitors have reason to believe, a violation of this Pact, they will so inform the Management of the BUYER.

9.6. The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project /Procurement documentation of the BUYER including that provided by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFP/Tender is being /has been submitted by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

9.7. The BUYER will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an Impact on the contractual relations between the parties. The parties may offer to the Monitors the option to participate in such meetings.

9.8. The Monitors will submit a written report to the BUYER at the earliest from the date of reference or intimation to him by the BUYER/BIDDER/SELLER/ CONTRACTOR /SERVICE PROVIDER and submit proposals for correcting problematic situations.

10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination,

11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law and the place of jurisdiction is Bangalore.

12. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later. In case BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at ..... on .....

BUYER

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER  
/AUTHORISED SIGNATORY

Designation

Name of Wing

Canara Bank

Witness

Witness

1.

1.

2.

2.