



REQUEST FOR PROPOSAL [RFP]

FOR

Request for Proposal for Supply, Commissioning, Installation, Testing, Configuration and Maintenance of Thales 9000-Hardware Security Module (HSM).

Issued By

Canara Bank
Digital Devices Procurement Section
Digital Banking Services Wing
5th Floor, Naveen Complex
No. 14, MG Road, Bengaluru - 560 001

Bid Details in Brief

Sl. No.	Description	Details
1.	RFP No. and date	RFP-DBS 02/2017-18 dated 15/07/2017
2.	Brief Description of the RFP	Supply, Commissioning, Installation, Testing, Configuration and Maintenance of Thales 9000-Hardware Security Module (HSM).
3.	Bank's Address for Communication and Submission of Tender	Deputy General Manager, Canara Bank, DIGITAL BANKING SERVICES WING, Head Office 5 th Floor, Naveen Complex, No. 14, M G Road, Bengaluru - 560 001 Tel - 080- 25318427 Email: hodbsedp@canarabank.com
4.	Date of Issue	15/07/2017
5.	Last Date of Submission of Queries for Pre Bid Meeting	21/07/2017, 3:00 PM
6.	Date of Pre Bid Meeting	24/07/2017, 3:00 PM
7.	Last Date of Submission of Bids	08/08/2017, 3:00 PM
8.	Date and time of Opening of Part A-Conformity to Eligibility Criteria Bid.	08/08/2017, 3:30 PM
9.	Date and time of opening of Technical Proposals/Commercial bid	Will be intimated at a later date.
10.	Application Fees (Not Refundable)	Rs.5,000/-(Rupees Five Thousand only)
11.	Earnest Money Deposit(Refundable)	Rs.10.00 Lakhs
<p>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.</p>		

DISCLAIMER

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

Canara Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Bank's Website (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 of proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Canara Bank shall be final, conclusive and binding on all the parties.

Abbreviations used in this Document:

1	AMC	Annual Maintenance Contract - Not applicable to this RFP
2	ANSI	American National Standards Institute
3	ASCII	American Standard Code for Information Interchange
4	ATS	Annual Technical Support
5	BG	Bank Guarantee
6	BOM	Bill of Material
7	CST	Central Sales Tax
8	DBS Wing	Digital Banking Services Wing
9	DI	Dual Interface
10	DIT	Department of Information Technology
11	DDP	Digital Devices Procurement
12	DD	Demand Draft
13	DES	Data Encryption Standard
14	DR	Disaster Recovery
15	HSM	Hardware security module
16	EMD	Earnest Money Deposit
17	EMV	Euro, Master and Visa
18	GST	Goods & Services Tax
19	HO	Head Office
20	IEC	International Electro technical Commission
21	IT	Information Technology
22	LAN	Local Area Network
23	LD	Liquidated Damage
24	LLP	Limited Liability Partnership
25	LST	Local Service Tax
26	MAF	Manufacturer Authorization Form
27	MCLR	Marginal Cost of Fund Based Lending Rate
28	NEFT	National Electronic Funds Transfer
29	NI Act	Negotiable Instruments Act
30	NPCI	National Payment Corporation of India
31	OEM	Original Equipment Manufacturer
32	OS	Operating System
33	PCICP	Payment Card Industry Card Personalisation Certification
34	PCI-DSS	Payment Card Industry Data Security Standard
35	PDI	Pre Delivery Inspection
36	PERT	Program Evaluation and Review Technique
37	PIN	Personal Identification Number
38	POC	Proof of Concept
39	RFP	Request For Proposal [Interalia the term 'Tender' is also used]

40	RFID	Radio Frequency Identification
41	RRB	Regional Rural Bank
42	RTGS	Real Time Gross Settlement
43	STQC	Standardization Testing and Quality Certification
44	SI	System Integrator
45	TM	Technology Management

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A. INTRODUCTION

1. About Canara Bank

CANARA BANK, a body Corporate and a premier Public Sector Bank established in the Year 1906 and nationalized under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head office at 112, J C Road Bengaluru-560002 and among others is having Office at Naveen Complex, No.14, M G Road, Bengaluru-560001. The Bank is having pan India presence of more than 5900 branches spread across the country. Bank has introduced Debit cards, Credit Cards, Gift Cards, Pre-paid cards, Travelers Cards, Campus Cards etc and providing access to over 2,00,000 ATMs across the country through consortium arrangements. Bank has already issued more than 33 million debit cards and 2.00 lakhs Credit cards to its customers. Bank is issuing more than 30000 new cards daily. The projected volume of cards to be issued in the next 2 years is about 36 millions. The Bank is working on Core Banking System using Flex cube solutions. The Bank is a forerunner in implementation of IT related products and services and continuously making efforts to provide the state of art technological products to its customers.

2. Definitions

- 2.1. 'Bank' means unless excluded by and repugnant context or the meaning thereof, shall mean 'Canara Bank', described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successor and permitted assigns.
- 2.2. 'RFP' means Request for Proposal for Supply, Commissioning, Installation, Testing, Configuration and Maintenance of Thales 9000-Hardware Security Module (HSM).
- 2.3. 'Bidder' means a vendor submitting the proposal in response to RFP.
- 2.4. 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
- 2.5. "'Successful Bidder' / 'L1 bidder' means the Bidder who is found to be the lowest bidder after conclusion of the bidding process, if any, subject to compliance to all the Terms and Conditions of the RFP, etc.
- 2.6. 'Solution' means Supply, Commissioning, Installation, Testing, Configuration and Maintenance of Thales 9000-Hardware Security Module (HSM) as per the Technical Specifications mentioned in this RFP.
- 2.7. 'Supply' means Supply, Commissioning, Installation, Testing, Configuration and Maintenance of Thales 9000-Hardware Security Module (HSM).

3. About RFP

The Bank wishes to engage vendors for Supply, Commissioning, Installation, Testing, Configuration and Maintenance of Thales 9000-Hardware Security Module (HSM) for Printing of the PIN Mailer and using the same for Encryption of the data. In this connection, Bank invites sealed offers ('Eligibility Criteria', 'Technical Proposal' and

‘Commercial Bid’) for Supply, Commissioning, Installation, Testing, Configuration and Maintenance of Thales 9000-Hardware Security Module (HSM) at its Head Office and DRC, Mumbai as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.

4. Objective

The Bank intends to move from software based PIN Printing solution to a more robust PIN Printing solution using the Hardware security Module (HSM) which is one of the recommendations of the PCI-DSS Standards. The Bank proposes to select vendors who can Supply, Commissioning, Installation, Testing, Configuration and Maintenance of Thales 9000-Hardware Security Module (HSM) across the Country.

5. Eligibility Criteria:

Interested Bidders, who can Supply, Commissioning, Installation, Testing, Configuration and Maintenance of Thales 9000-Hardware Security Module (HSM) to the Bank and meeting the following Eligibility Criteria may respond:

Sl. No	Criteria	Documents to be submitted
1.	The Bidder should be a registered company/LLP in India under Indian Companies Act 1956/Limited Liability Partnership Act, 2008 for at least three years as on 30/06/2017.	Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company or Certificate of incorporation in case Private Limited Company, issued by the Registrar of Companies. The Registration no. of the firm /company along with Sales Tax no. / Valid Income Tax Certificate /Certificate of Incorporation.
2.	Should have their Registered Office in India	Copy of Certificate
3.	Bidder should have supplied the Thales 9000 model HSM to minimum of 3 Public Sector Organizations.	Certificate from the respective Organizations.
4.	Bidders must bid in their own capacity Or through collaboration.	In case of collaboration, Copy of MOU with the collaborator should be produced specifically indicating the period of collaboration and other terms and conditions.
5.	The Bidder (in their own capacity or through collaboration) should have positive networth as per the last two Audited balance Sheets and Annual Turnover of Rs 5.00 Crores as per the latest audited Balance Sheet & Profit & Loss Account statement.	Audited balance Sheet and P&L Account for 2015-16 & 2016-17 (incase ABS as on 31/3/2017 is not ready, provisional Balance Sheet and P&L A/c will be the base for deciding the Eligibility Criteria).

6.	The Bidder must produce Certificate regarding satisfactory service provided from the Banks to whom they have provided service during the last one year immediately preceding the date of submission of the bids.	Certificate from the respective Banks
7.	Should be able to integrate their system with the Card Management System of the Bank for PIN Printing and Encryption.	Undertaking
8.	Bidder should have Business Continuity Plan in place. Indicate the systems available in this regard	Declaration / Undertaking by the Bidder
9.	The Bidder should not have been blacklisted by any Private/ Public/ Foreign Banks during the last three years and the Bidder / any of its associates, should not have been cautioned / reprimanded / blacklisted / terminated by any concern to which it was under contract for supply of HSM, or by any bank or RBI or the Indian Banks Association (IBA) etc.	Declaration to this effect is to be submitted
10.	The Solution offered should not violate any Intellectual Property Rights.	Declaration to this effect is to be submitted

6. Participation Methodology:

In the tender either the Indian Agent on behalf of the Principal /Principal itself can bid but both cannot bid simultaneously for the same item/product/solution/supply in the same tender.

If an agent bids on behalf of the Principal, the same agent shall not submit a bid on behalf of another Principal in the same tender for the same item/product /solution/supply.

In the event of Agent/Representative being not able to perform the obligations as per the provisions of the contract, the principal Bidder should assume complete responsibility on behalf of the Agent/Representative for providing end-to-end solution i.e., technology, personnel, financial and any other infrastructure that would be required to meet intent of this RFP.

7. Requirement Details

7.1 We invite sealed offers ('Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for Supply, Commissioning, Installation, Testing, Configuration and Maintenance of Thales 9000-Hardware Security Module (HSM) at its Head Office and DRC, Mumbai 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	Quantity	Location
1) Supply, Commissioning, Installation, Testing, Configuration and Maintenance of Thales 9000-Hardware Security Module (HSM) at its Head Office and DRC, Mumbai as mentioned in Scope of Work and as per Technical Specifications narrated in ANNEXURE-10.	1	ITI Data Center, Bangalore
	1	DRC, MUMBAI

8. Scope of Work

The scope of work shall broadly cover supply, installation & maintenance of the HSMs at both PR & DR sites of CANARA BANK. The identified vendor has to provide warranty support for the HSMs for 3 years from the date of acceptance by CANARA BANK and post warranty AMC support for next 2 years.

8.1 Minimum Uptime of 99.9 % on monthly basis.

8.2 Any HSM including the software components / hardware equipment that are reported to be down on a given date should be repaired / replaced with identical or higher configuration at no extra cost to BANK so as to ensure the above minimum uptime.

8.3 24 X 7 support for warranty & post warranty support. The bidder should enter into agreement with the OEM for providing back to back arrangement for warranty and post warranty support.

8.4 Unlimited number of support requests

The bidder would be required to provide a System as under:

SI	Name	Value/Specs
1.	Make	Thales
2.	Model	PayShield 9000 and above
3.	Speed	50 TPS (Transactions per Second).
4.	Algorithm to be Supported	Symmetric (DES, Triple DES and AES), Asymmetric (RSA), Hashing (MD1, SHA-1, SHA-2)
5.	Key Management	All Kinds of keys related to Cards as per Visa/Master/Rupay standards to be supported.

6.	PIN Printing	Should Support Interfacing with Card Management Solution procured from M/S Intellect Design Arena Pvt Ltd and Printer for PIN Printing. Network Based Printing using the HSM to be supported.
7.	Encryption	Should Support Interfacing with Card Management Solution procured from M/S Intellect Design Arena Pvt Ltd and Printer for Encryption and Decryption.
8.	Other Requirements	Dual TCP/IP Interface, security certificate, Secure key management, smart key storage and distribution, Dual power Source Input
9.	Required Quantity	2 No's.

B. BID PROCESS

9. Bid Document & Cost:

- 9.1. 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.5,000/- 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 Part-A-Conformity to the Eligibility Criteria.
- 9.2. Submission of the cost of the Bid document in other than Part-A (i.e. Part-A-Conformity with the Eligibility Criteria) is liable to be rejected on grounds of non-payment of the cost of Bid document.
- 9.3. 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.

10. Clarification to RFP and Pre-Bid Queries:

- 10.1. The bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases seek clarification in writing in the same serial order of that of the RFP by mentioning the relevant page number and clause number of the RFP as per the format provided in APPENDIX-G. The queries should be sent by E Mail to " hodbsedp@canarabank.com " .
- 10.2. All communications regarding points requiring clarifications and any doubts shall be given in writing to the Deputy General Manager, DBS Wing, HO Bengaluru by the intending bidders before 03:00 PM on 21/07/2017. No oral or individual consultation shall be entertained.
- 10.3. No queries will be entertained from the bidders after the pre-bid meeting.

11. Pre-Bid meeting:

- 11.1. 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
24/07/2017	Monday	3:00PM	Canara Bank, DBS Wing, Conference Hall, 5 th Floor, Naveen Complex, 14 M.G Road, Bengaluru 560001.

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

- 11.2. Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 11.3. 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.
- 11.4. 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 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.
- 11.5. It may however be noted that non receipt of reply to the queries raised by any of the Bidders shall not be accepted as a valid reason for non submission of Bid. In addition, non reply to any query may not be deemed the version of the Bidder as reflected in the query has been accepted by the Bank.

12. Amendment to Bidding Document:

- 12.1. At any time prior to the due date and time 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.
- 12.2. Notification of amendments will be made available on the Bank's website (i.e. www.canarabank.com) and will be binding on all bidders and no separate communication will be issued in this regard.
- 12.3. 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 due date and time for a reasonable period as decided by the Bank for the submission of Bids.

13. Bid System Offer

Bid shall have the following 3 (Three) parts:

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

- 13.2. **Part-B - Technical Proposal:** indicating the response to the Technical and Functional requirement specification of Supply, Commissioning, Installation, Testing, Configuration and Maintenance of Thales 9000-Hardware Security Module (HSM). The format for submission of Technical Proposal is as per **APPENDIX-B**.
- 13.3. **Part-C - Commercial Bid:** furnishing all relevant information as required as per Bill of Material as per **ANNEXURE-15**. The format for submission of Commercial bid is as per **APPENDIX-C**.

14. Preparation of Bids:

- 14.1. 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 initial all pages of the Bids, except for un-amended printed literature.

- 14.1.1. 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, Commissioning, Installation, Testing, Configuration and Maintenance of Thales 9000-Hardware Security Module (HSM) in response to RFP-DBS-02/2017-18 Dated 15/07/2017" (includes separately sealed 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') on the top of the envelope.

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

- 14.1.3. All the envelopes shall bear the name and complete postal address of the Bidder, RFP No. and the authority to whom the Bid is submitted.

14.2. Part A- Conformity to Eligibility Criteria:

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

- 14.2.2. The Conformity to Eligibility Criteria as per **ANNEXURE-2** among others, must contain DD (Application Fee) and EMD/ Bank Guarantee in lieu of EMD as per **APPENDIX-E** of Instructions of this document. The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for, as per **APPENDIX-A**.

- 14.2.3. After ensuring the above, it shall be placed inside a separate envelope and sealed and superscribed on the top of the cover as "PROPOSAL-Supply, Commissioning, Installation, Testing, Configuration and Maintenance of Thales 9000-Hardware Security Module (HSM)".

14.3. Part B-Technical Proposal:

- 14.3.1. Technical Proposal should be submitted as per the format in **APPENDIX-B**. Relevant technical details and documentation should be provided along with Technical Proposal.
- 14.3.2. 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.
- 14.3.3. 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.
- 14.3.4. 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 of 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. However acceptance of the offer is at the discretion of the Bank.
- 14.3.5. The Bank shall not allow / permit changes in the technical specifications once it is submitted.
- 14.3.6. 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.
- 14.3.7. The Technical Proposal is to be sealed in a separate Envelope superscribed on the top of the cover as **"Part-B - Technical Proposal for Supply, Commissioning, Installation, Testing, Configuration and Maintenance of Thales 9000-Hardware Security Module (HSM)"**.
- 14.3.8. 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.

14.4. Part C-Commercial Bid:

- 14.4.1. The Commercial Bid is to be sealed in a separate Envelope super scribed on the top of the cover as **"PART-C Commercial Bid for Supply, Commissioning, Installation, Testing, Configuration and Maintenance of Thales 9000-Hardware Security Module (HSM)"**.
- 14.4.2. 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-15**. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.
- 14.4.3. 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) & Part B (i.e. Technical Proposal) covers will make bid liable for rejection.**

- 14.4.4. 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). Technical Proposal without masked Bill of Materials will be liable for rejection. Any change in the Bill of Material format may render the bid liable for rejection.
- 14.4.5. 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.
- 14.4.6. 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.
- 14.4.7. The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank.

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.10,00,000/- (Rupees 10 lakhs Only) by way of Demand Draft drawn on any scheduled bank in favour of Canara Bank, payable at Bengaluru and should be kept along with the Part-A - Conformity to Eligibility Criteria.
- 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 a 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-E**.
- 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 other bidders will be returned upon the selected bidder accepting the order.
- 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. 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.

17. Costs & Currency:

The Offer must be made in Indian Rupees only as per Bill of Material (**ANNEXURE-15**).

18. Erasures or Alterations:

The Offers containing erasures or alterations or overwriting is liable to be rejected. There should be no hand-written material, corrections or alterations or over-writings 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.

19. 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.

20. Submission of Bids:

- 20.1. 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.
- 20.2. The bid/s properly superscribed in the manner prescribed in clauses 8, 13 and 14 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
08/08/2017	Tuesday	Upto 3:00 PM	Canara Bank, DBS Wing, Conference Hall, 5 th Floor, Naveen Complex, 14 M.G Road, Bengaluru 560001.

- 20.3. 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 bid. The Bid/s which is/are deposited after the said date and time shall not be considered.
- 20.4. Bids sent through post/courier will not be accepted /evaluated, even though delivered at Office by Postal Dept. /courier agency. No offer will be accepted directly.
- 20.5. The name and address of the bidder and due date of the RFP are to be specifically mentioned on the top of the envelope. If the envelopes containing bid documents, 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.
- 20.6. The following officials will facilitate in bid related queries and make arrangements for deposit of bid documents:

First Official	Alternate Official
Mrs. Leema Roselin Manager, Canara Bank, EDP Section, DBS Wing, 4 th Floor, Naveen Complex, 14 M G Road, Bengaluru - 560001 Tel - 080-25318427	Mr. Bhandarkar N Divisional Manager, Canara Bank, EDP Section, DBS Wing, 5 th Floor, Naveen Complex, 14 M G Road, Bengaluru - 560001 Tel - 080-25129437

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

21. Bid Opening:

21.1. 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
08/08/2017	Tuesday	3:30PM	Canara Bank, DBS Wing, Conference Hall, 5 th Floor, 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-4) enclosed.

Note: Authorization letter issued by the bidder should be carried in person and shall not be placed inside in any of the bid covers.

21.2. 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.

21.3. 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.

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

21.4.1. Bidders name.

21.4.2. Presence or absence of cost of the Bidding document and Bid security (In case of Technical bid opening).

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

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

21.6. 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.

21.7. The Commercial Bid of only those bidders who qualified in Part-B Technical Proposal will be reckoned for evaluation process.

C. SELECTION OF BIDDER

22. Preliminary Scrutiny:

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

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.

23. Clarification Of Offers:

23.1. 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.

23.2. 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.

24. Evaluation of Bid:

24.1. 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.

24.2. 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.

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

25.1. The Bank reserves the right to call for a presentation on the features and functionalities from those Bidders who have qualified in Part B -Technical Proposal based on the technical bids submitted to make an evaluation. This exercise will be undertaken before opening of the Commercial Bids of the technically qualified responsive Bidders.

25.2. Bidders are further required to be in preparedness to demonstrate the proposed solution by arranging for product walk-through at their own installations/principals/ R&D labs duly meeting the specific requirements/issues raised by the Bank. The Bank may at its discretion, as a part of the technical evaluation may request either all bidders or any of them to arrange for the

demonstration/ evaluation of their product in any of the testing Labs, more than once if felt necessary before commercial evaluation.

- 25.3. Bidders should arrange for visits to the reference sites and demonstrate the features and performance to the Bank at their own cost. The Bank may require onsite reference visit or a Telephonic conversation with the concerned.
- 25.4. 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.
- 25.5. 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.

26. Normalization of Bids

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

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

OR

26.1.2. Revised submissions of the entire bid as a whole

26.2. 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.

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

27. Intimation to Qualified/Successful Bidders:

The Bank will prepare a list of technically qualified bidders on the basis of evaluation of Part - B Technical Proposal and the names of qualified bidders would be announced on the Notice Board or in our Website. Only shortlisted bidders can participate in the commercial bidding process.

28. 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:

- 28.1. Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.
- 28.2. 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.

- 28.3. If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
- 28.4. 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
- 28.5. 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.
- 28.6. If the bidder does not accept the correction of errors, the bid will be rejected.
- 29. Determination of L1 Price:**
- 29.1. L-1 Price will be determined after giving effect to arithmetical correction, if any.
- 29.2. The L-1 bidder will be determined on the basis of the lowest price quoted in the Bill of Material as per ANNEXURE-15.
- 29.3. The L-1 bidder will be determined on the basis of lowest Total Cost of Ownership calculated on the basis of capital cost (inclusive of taxes).
- 29.4. 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.
- 29.5. 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.
- 29.6. The Bank reserves the right to modify any terms, conditions, scope 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.
- 30. Government of India Guidelines On Purchase Preference:**
- 30.1. 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
- 30.1.1. This MSEs should have registered with :
- 30.1.1.1. District Industries Centres or
- 30.1.1.2. Khadi Village Industries Commission or
- 30.1.1.3. Khadi & Village Industries Board or
- 30.1.1.4. Coir Board or National Small Industries Corporation or
- 30.1.1.5. Directorate of Handicrafts & Handloom or
- 30.1.1.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
- 30.1.2. 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.

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

30.1.4. **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% (20% out of 20%)] shall be earmarked for procurement from MSE owned by SC or ST entrepreneurs.

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

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

30.1.7. 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.

30.2. 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. Attendance of MSE representative at the time of commercial bid opening will be considered as valid communication for the purpose.

30.3. Similarly, the publication of L1 bidder details on the Notice Board / Bank Website will be reckoned as valid communication.

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

31. Bid Validity Period:

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

32. Proposal Ownership:

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

33. Project Ownership:

33.1. 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, Commissioning, Installation, Testing, Configuration and Maintenance of Thales 9000-Hardware Security Module (HSM), which are relevant to this RFP.

- 33.2. 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. Acceptance of Offer:

- 34.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 34.2. The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.
- 34.3. 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.
- 34.4. 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.

35. Right to Alter Quantities:

Bank reserves the right to increase or decrease the quantum of purchase by 50% in respect to the quantity specified in this tender at the same rate arrived at on the Terms and Conditions of this Tender or prevailing rate at that time of order whichever is lower within the scope of the current Bid.

In the event, the bidder is not able to meet the delivery of the solution within the stipulated time as per Scope of Work under clause 8, Bank reserves the right to give the work order to the L-2 bidder at the same cost of L-1 Bidder.

36. Award of Contract:

- 36.1. The bidder whose Commercial bid is accepted by the bank 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/Bank Website.
- 36.2. The contract shall, be awarded and the order shall be placed on selected L1 Bidder. Bank releases the order either in Full or in part or place more than one order towards the contract based on project plan.
- 36.3. The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the bidder.
- 36.4. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.
- 36.5. The period of contract shall commence from the date of execution of the contract by the bidder till the successful completion of the warranty.
- 36.6. The Shortlisted bidder/s will be required to Supply, Commissioning, Installation, Testing, Configuration and Maintenance of Thales 9000-Hardware Security Module (HSM) at the rates not higher than the agreed rate finalized under this RFP.

D. TERMS AND STIPULATIONS

37. Effective Date:

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. Project Execution:

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.

39. Execution of Agreement

39.1. Within 21 days from the date of acceptance of the Order, the selected bidder shall sign a stamped "Contract Agreement" with the Bank at the time, place and in the format prescribed by the Bank and also Non-Disclosure Agreement (NDA). Failure to execute the Contract Agreement and NDA makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected Bidder.

39.2. The Contract 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 Contract shall be executed in English language in one original, the Bank receiving the duly signed Original and the selected Bidder receiving the photocopy. The contract shall be valid till all contractual obligations are fulfilled.

39.3. Bank reserves the right to select the next ranked bidder and forfeit EMD, if the selected bidder does not accept the Purchase Order or withdraws his proposal after selection or at the time of finalization of the contract or is disqualified on detection of wrong or misleading information in the offer.

40. Delivery :

40.1. Order to be delivered within one week from the date of receipt of the work Order.

41. LIQUIDATED DAMAGES:

41.1. The service start-up time from the date of agreement shall be 2 weeks. If the bidder fails to initiate the services within this stipulated time schedule, the Bank shall be at liberty to cancel the order. Under such circumstances, the bidder shall forfeit the amount held by the bank under the EMD.

41.2. Any loss caused to the bank owing to non-performance of the service provider as per the SLA, or non-compliance of regulatory guidelines, will attract liquidated damages to the extent that the claim is made against the bank. The Bank reserves the right to recover this amount from any dues payable or to accrue to the Service Provider in future in any form.

42. Penalty

42.1. In cases of habitual / frequent delay in supply of HSM, Bank may consider invocation of the bank guarantee or may even consider termination of contract of the bidder.

- 42.2. Any financial loss / fraud taking place due to the bidder's and/or their employee's negligence etc shall be recoverable from the bidder along with damages if any with regard to Bank's reputation and goodwill.
- 42.3. Delivery of goods and performance of Services shall be made by the bidder/ supplier in accordance with the time schedule specified by purchaser. Any delay in performance of the obligation by the bidder/ supplier will result in imposition of liquidated damages and/or termination of rate contract for default.
- 42.4. If at any point of time, during a check audit or in case of a complaint regarding the quality of HSM being supplied is sub-Standard, the Bank reserves the right to cancel the contract with immediate effect, withhold any payments due and en-cash the amount of Bank Guarantee and Performance Guarantee in force.
- 42.5. Canara Bank has the right to conduct the test checking of quality of HSM procured by the vendor/s through an outside agency and in case the quality of HSM is found to be not meeting the required quality, the concerned vendor/s are under obligation to replace such HSM with HSM of required quality to the satisfaction of Canara Bank. Canara Bank has absolute discretion to cancel the contract of such erring vendors besides adjusting the security of deposit of Rs 10.00 lacs held for this purpose.

42.6. Exceptions to Penalty: Force Majeure

- 42.6.1 However, the Bidder shall not be responsible for delays or non-performance of any or all contractual obligations, caused by war, revolution, insurrection, civil commotion, riots, mobilizations, strikes, blockade, Acts of God, Plague or other epidemics, fire, flood, obstructions of navigations by ice at port of despatch, acts of government or public enemy or any other event beyond the control of either party, which directly, materially & adversely affect the performance of any or all such contractual obligations.
- 42.6.2 Provided that the bidder shall notify the Bank in writing of such causes within ten days from the occurrence of such a clause. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its' obligations under the contract as far as possible, and shall seek all means for performance of all the obligations, not prevented by the Force Majeure event.

43. Inspection & Audit of the Services

- 43.1. The bidder shall provide unrestricted access to its premises and records being maintained with regard to the job being performed as per its contract with the Bank, to the authorized personnel of the Bank / its auditors (internal and external)/ any statutory / regulatory authority / authorized personnel from RBI to carry out any kind of process of audit including that of its operations and records related to Bank's Card Management Services, as per its own satisfaction at the card processing bureau of the bidder, in the presence of representatives of the bidder, at any point of time by giving advance notice.
- 43.2. All the clauses specified above shall be applicable and extended to any entity to which the bidder has outsourced any part of the prescribed activity under Bank's Card Management Services. It shall be the responsibility of the bidder to ensure unrestricted access to the authorities/officials as mentioned above to the places where such services are outsourced, for inspection and verification.

44. Pricing & Payments:

- 44.1. The Price offered to the Bank must be in Indian Rupees and inclusive of taxes but Exclusive of all GST. The bidder has to quote the applicable taxes, i.e. GST separately on the Bill of Material.
- 44.2. The item value along with GST should be claimed in the invoice and GST will be paid in actual at our end.
- 44.3. 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.
- 44.4. Applicable Taxes will be paid at actuals.

45. Payment Terms:

- 45.1. Payment schedule will be as under:
- 45.2. The invoice to be raised on EDP Section, DBS Wing, HO Bengaluru for the total cost of each consignment. 75% of the Invoice amount will be released on delivery and remaining 25% will be released on installation.
- 45.3. Delivery Proof and installation certificate duly signed by Bank officials of the respective Office should be submitted in originals while claiming payment in respect of orders placed.
- 45.4. The payments will be released by the Bank centrally 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.
- 45.5. No advance payment will be made.

46. Payment Terms - AMC

In case CANARA BANK decides to entrust maintenance of the HSM devices with the successful bidder, AMC charges shall be paid quarterly in arrears after 3 years of warranty period.

Payment will be released within 30 days of receipt of correct invoices along with necessary documents / certificates duly signed by authorized CANARA BANK official.

47. Security Deposit / Performance Bank Guarantee:

- 47.1. The successful bidder should submit a Security Deposit / Performance Guarantee for 10% of total value of the contract within 21 days from the date of acceptance of the Order.
- 47.2. 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.
- 47.3. 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 bank's format.

- 47.4. Security Deposit/Performance Bank Guarantee should be valid for 7 years from the date of acceptance of the Purchase Order. The guarantee should also contain a claim period of Three months from the last date of validity.
- 47.5. 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.
- 47.6. The security deposit / bank guarantee will be returned to the bidder on completion of contract Period.
- 47.7. 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.

48. Subcontracting:

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

49. Order Cancellation / Termination of Contract:

- 49.1. 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:
- 49.1.1. Delay in delivery beyond the specified period for delivery.
 - 49.1.2. Serious discrepancies noted in the items delivered
 - 49.1.3. Breaches in the terms and conditions of the Order.
 - 49.1.4. Non satisfactory performance of supply process.
 - 49.1.5. The Bidder becomes insolvent or goes into liquidation voluntarily or otherwise.
 - 49.1.6. An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
 - 49.1.7. Deductions on account of penalty and liquidated damages exceed more than 10% of the total contract price.
 - 49.1.8. If the selected Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions.
- 49.2. 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 month's notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out for the execution of the balance of the 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.
- 49.3. 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.

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

50. Local Support:

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

51. Manuals:

51.1. The bidder shall supply along with each item, Manuals of Operations without any additional cost. The media and documents shall be in English. These will include but not restricted to User Manual, etc.

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

52. Data Security:

52.1. The HSM supplied by the Bidder should be capable of handling all the key related aspects of Card Management System.

52.2. Keys for encryption/Digital Signature should be securely kept and approved processes should be followed.

52.3. Bidder should interface the HSM with Canara Bank Card Management Software (CMS) for PIN mailer printing & Card personalisation (EMV Cards and NFC Cards).

53. Defect liability

If the HSM supplied are found to be defective /Sub-standard/ not as per the approved specimen/or marked deviation from the requirement specified, then the supplier /vendor should arrange for replacement of supply, if any, effected at his cost/risk and responsibility. Further the Vendor will be held responsible and accountable for the differential cost of purchase, the Bank may incur due to the delay/non supply of HSM as per our order.

E. GENERAL CONDITIONS:

54. Intellectual Property Rights:

54.1. 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.

54.2. 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.

54.3. 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.

54.4. 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.

55. Indemnity:

55.1. 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:

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

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

55.2. 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 the deliverables supplied by them.

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

55.2.2. 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

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

56. 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 provided to the Bank under this RFP and the vendor shall extend all cooperation in this regard.

57. Assignment:

57.1. 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.

57.2. 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.

58. 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.

59. Confidentiality and Non-Disclosure

59.1. The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking as given in ANNEXURE-7.

59.2. Any media release/public announcement or any other reference to the RFP or any program there under by photographic, electronic or other means is strictly prohibited, and shall not be made without the written consent of the Bank.

59.3. The Security features or any other information gathered from the Bank during this process should not be disclosed to any person/agency who does not have direct responsibility for executing this order.

60. Amendments to the Purchase Order:

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

61. Amendments to the Agreement:

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

62. General Order Terms:

Normally, the Order will be placed on the successful bidder(s) as per the details given in the bid document. But, if there is any change in name/address/constitution of the bidding Firm/Company at any time from the date of bid document, the same shall be informed by the bidders to the Bank immediately. This shall be supported with necessary documentary proof or Court orders, if any. Further, if the bidding Firm/Company is undergoing any re-organization/restructuring/merger/demerger and

on account such a change the Firm/Company is no longer performing the original line of business, the same shall be informed to the Bank. There shall not be any delay in this regard. The decision of the Bank to place orders or otherwise under such situation shall rest with the Bank and the decision of the Bank is final.

63. General Contract Agreement Conditions:

- 63.1. No forbearance, indulgence, relaxation or inaction by any Party [Bank or Bidder] at any time to require the performance of any provision of Agreement shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of Agreement.
- 63.2. No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of Agreement shall be construed as a waiver of any right under or arising out of Agreement or an acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Agreement.
- 63.3. All remedies of either Bank or Bidder under the Agreement whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative and not alternative may be enforced successively or concurrently.
- 63.4. If any provision of Agreement or the application thereof to any person or Party [Bank/Bidder] is or becomes invalid or unenforceable or prohibited by law to any extent, this Agreement shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the Agreement shall be valid and binding as though such provision had not been included. Further, the Parties [Bank and Bidder] shall endeavor to replace such invalid, unenforceable or illegal provision by one that is valid, enforceable, and legal and achieve substantially the same economic effect as the provision sought to be replaced.
- 63.5. None of the provisions of Agreement shall be deemed to constitute a partnership between the Parties [Bank and Bidder] and neither Party [Bank nor Bidder] shall have any right or authority to bind the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.
- 63.6. Agreement shall not be intended and shall not be construed to confer on any person other than the Parties [Bank and Bidder] hereto, any rights or remedies herein.
- 63.7. Agreement shall be executed in English language in 1 (one) original, the Bank receiving the duly signed original and bidder receiving the duly attested photocopy.

64. 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.

65. Responsibility for Completeness:

- 65.1. The bidder shall ensure that the Solution provided meets all the technical and functional requirements as envisaged in the scope of the RFP.

65.2. The Bidder shall be responsible for any discrepancies, errors and omissions in the drawings 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 in drawings and other information as mentioned above within the time schedule and without extra cost to the bank.

66. Responsibilities of the Bidder.

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

- 66.1. 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.
- 66.2. The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
- 66.3. No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- 66.4. 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.
- 66.5. 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 deliverables to be supplied in response to this RFP shall meet the proposed Bidder solution requirements. The Bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfill all the terms and conditions of this RFP.

67. Force Majeure:

- 67.1. 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.
- 67.2. 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.

- 67.3. 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.
- 67.4. 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.

68. Corrupt and Fraudulent Practices

- 68.1. 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:
- 68.2. "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
- 68.3. "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.
- 68.4. 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.
- 68.5. 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.
- 68.6. The decision of Bank in determining the above aspects will be final and binding on all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.
- 68.7. 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 3 years thereafter, except as the parties may agree on the case to case basis.
- 68.8. The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for Supply, Commissioning, Installation, Testing, Configuration and Maintenance of Thales 9000-Hardware Security Module (HSM).

69. 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.

70. Modification/Cancellation Of RFP:

The Bank reserves its right to modify /cancel/re-tender and to reject this offer in part or full or cancel the entire procurement process at any stage without assigning any reason 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.

71. Legal Disputes & Jurisdiction of the Court:

71.1. 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.

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

DEPUTY GENERAL MANAGER

ANNEXURE-1
Checklist

ANNEXURES (To be submitted with Part A- Conformity to Eligibility Criteria)		Submitted Yes / No
1	Eligibility Criteria Declaration- Annexure 2	
2	Bid Covering Letter Format - Annexure 3	
3	Authorization Letter Format- Annexure 4	
4	Applicant's Profile- Annexure 5	
5	Details of Offices/Branches/Production/Service Centers- Annexure 6	
6	Non-Disclosure agreement format- Annexure 7	
7	Track Record of Past three year in Implementation of Supply, Commissioning, Installation, Testing, Configuration and Maintenance of Thales 9000-Hardware Security Module (HSM) - Annexure 8	
ANNEXURES (To be submitted with Part B- Technical Proposal)		
1	Technical Bid covering letter format - Annexure 9	
2	Technical Specifications for Supply, Commissioning, Installation, Testing, Configuration and Maintenance of Thales 9000-Hardware Security Module (HSM) -Annexure 10	
3	Compliance Statement - Annexure 11	
4	Undertaking Letter Format - Annexure 12	
5	Escalation Matrix - Annexure 13	
ANNEXURES(To be submitted with Part-C -Commercial Bid)		
1	Covering Letter format for Commercial Bid - Annexure 14	
2	Bill of Material Commercial Bid - Annexure 15	

Checked for accuracy

Date

Signature with seal

Name :

Designation :

Bidders to verify the checkpoints and ensure accuracy of the same before submission of the bid.

Sl. No	Annexure-1: Other Clauses	Bidder's Response [Yes/No]	Page No. at which details are enclosed
1	Whether Cost of the Tender document (Demand Draft payable at Bengaluru) is submitted along with the Part A-Conformity to Eligibility Criteria?		
2	Whether EMD / Bank guarantee Submitted in the Part A-Conformity to Eligibility Criteria?		
3	Whether the Bid is authenticated by authorized person? Copy of Power of Attorney or Authorization letter from the company authorizing the person to sign the bid document to be submitted in Part Conformity to Eligibility Criteria.		
4	Whether all pages are authenticated with signature and seal (Full signature to be affixed and not initials). Certification /		
5	Whether ensured that, the separately sealed envelopes containing Part-A Conformity to Eligibility Criteria, Part B Technical Proposal & Part C-Commercial Bid for Supply, Commissioning, Installation, Testing, Configuration and Maintenance of Thales 9000-Hardware Security Module (HSM) 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.		
6	Whether ensured Indexing of all Documents submitted with page numbers?		
7	Whether replica of Price Bid (Masked price bid) as per Bill of Material is submitted in Part-B Technical Proposal.		

Bidders 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 :

The Authorization letter as per format ANNEXURE-4 is to be carried in person and shall not be placed inside any of the bid covers.	Ensure
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ANNEXURE-2

Eligibility Criteria Declaration

Deputy General Manager,
Canara Bank,
Digital Banking Services Wing,
Head Office,
5th Floor, Naveen Complex,
No. 14, M G Road, Bengaluru - 560 001

SUB: RFP for "Supply, Commissioning, Installation, Testing, Configuration and Maintenance of Thales 9000-Hardware Security Module (HSM)"

Ref: Your RFP-DBS-02/2017-18 dated 15/07/2017

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

Sl. No	Criteria	Documents to be submitted	Bidder's Response Yes/No Details of Documents
1	The Bidder should be a registered company/LLP in India under Indian Companies Act 1956/Limited Liability Partnership Act, 2008 for at least three years as on 30/06/2017.	Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company or Certificate of incorporation in case Private Limited Company, issued by the Registrar of Companies. The Registration no. of the firm /company along with Sales Tax no. / Valid Income Tax Certificate /Certificate of Incorporation.	
2	Should have their Registered Office in India	Copy of Certificate	
3.	Should have successfully supplied minimum of 3 Thales 9000 HSM to any Public/Private Banks in India during the Last one year. The turnover for MSE bidders shall be as per Government of India guidelines issued by Ministry of Micro, Small & Medium Enterprises.	a) The Bidder must produce a certificate from the Company's Chartered Accountant to this effect. b) Audited balance Sheet as on 31/03/2017. Provisional Balance sheet in the absence of Audited Balance sheet permitted.	

4.	Bidders must bid in their own capacity Or through collaboration	In case of collaboration, the copy of MOU with the collaborator should be produced specifically indicating the period of collaboration and other terms and conditions. The period of collaboration should be more than the currency of the Bid period (Two years) and should not have any type of exit clause in the subject MOU.	
5.	The Bidder (in their own capacity or through collaboration) should have positive networth as per the last two Audited balance Sheets and Annual Turnover of Rs 5.00 Crores as per the latest audited Balance Sheet & Profit & Loss Account statement.	Audited balance Sheet and P&L Account for 2014-15 & 2015-16 (incase ABS as on 31/3/2017 is not ready, provisional Balance Sheet and P&L A/c will be the base for deciding the Eligibility Criteria).	
6.	The Bidder must produce Certificate regarding satisfactory service provided from the Banks to whom they have provided service during the last one year immediately preceding the date of submission of the bids.	Certificate from the respective Banks	
7.	Should be able to integrate their system with the Card Management System of the Bank for PIN Printing and Encryption and decryption of the Data.	Undertaking	
8.	Bidder should have Business Continuity Plan in place. Indicate the systems available in this regard	Declaration / Undertaking by the Bidder	
9.	The Bidder should not have been blacklisted by any Private/ Public/ Foreign Banks during the last three years and the Bidder / any of its associates, should not have been cautioned / reprimanded /	Declaration to this effect is to be submitted	

	blacklisted / terminated by any concern to which it was under contract for supply of HSM, or by any bank or RBI or the Indian Banks Association (IBA) etc.		
10.	The Solution offered should not violate any Intellectual Property Rights.	Declaration to this effect is to be submitted	

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

Date

Signature with seal

Name :

Designation :

ANNEXURE-3
Bid Covering letter format

Reference No:

Date:

Deputy General Manager
Canara Bank,
Digital Banking Services Wing,
Head Office,
5th Floor, Naveen Complex,
No. 14, M G Road, Bengaluru - 560 001

SUB: RFP for "Supply, Commissioning, Installation, Testing, Configuration and Maintenance of Thales 9000-Hardware Security Module (HSM)".

Ref: Your RFP-DBS-02/2017-18 dated 15/07/2017

Having examined the tender document including all annexure 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 **4 weeks** from the date of receipt of the Purchase Order.

We enclose a Demand Draft /Bank Guarantee in lieu of EMD for **Rs.10,00,000/-** (Rupees Ten 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-4

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 Authorized Signatory with Name and Seal of the Company)

Ref No:

Date:

Deputy General Manager
Canara Bank,
Digital Banking Services Wing,
Head Office,
5th Floor, Naveen Complex,
No. 14, M G Road, Bengaluru - 560 001

SUB: RFP for "Supply, Commissioning, Installation, Testing, Configuration and Maintenance of Thales 9000-Hardware Security Module (HSM)"

Ref: Your RFP-DBS-02/2017-18 dated 15/07/2017

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-5

Applicant's Profile

Sl. No	Particulars	Details									
A	Bidder is manufacturer or Authorized Dealer										
1.	Name of the Suppliers/ Company										
2.	Constitution										
3.	Date of Establishment/Incorporation										
4.	Address (Order to be placed on which Office) Registered Office Corporate Office										
5.	Telephone No FAX No E-mail Address Website										
6.	<p>Sales Turnover from HSM related business.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-left: 20px;"> <thead> <tr> <th style="width: 30%;"></th> <th style="width: 35%;">Thales 9000 Model</th> <th style="width: 35%;">Thales 9000 and above Model</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2014-15</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">2015-16</td> <td></td> <td></td> </tr> </tbody> </table>		Thales 9000 Model	Thales 9000 and above Model	2014-15			2015-16			
	Thales 9000 Model	Thales 9000 and above Model									
2014-15											
2015-16											
7.	Domestic Customer Base (Number of Clients to whom Thales 9000 HSM are being given).										
8.	<p>Our PAN number for Income Tax is _____.</p> <p>We are registered with the Sales Tax/Service Tax authorities and our registration numbers are as follows.</p> <p>Sales Tax/VAT Registration Number is _____.</p> <p>Service Tax Registration Number is _____.</p> <p><u>Our Bank Details</u></p> <p>Name and Style of Bank Account</p>										

	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 Authorized Signatory with Name and Seal of the Company]

ANNEXURE-7

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 -1 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, Commissioning, Installation, Testing, Configuration and Maintenance of
Thales 9000-Hardware Security Module (HSM)"** and/or in the aftermath thereof, it
may be necessary that the Bidder may perform certain jobs/duties on the Banks properties
and/or have access to certain plans, documents, approvals or information of the BANK;
NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the
following conditions, in order to induce the BANK to grant the Bidder specific access to the
BANK's property/information. The Bidder will not publish or disclose to others, nor, use in
any services that the Bidder performs for others, any confidential or proprietary
information belonging to the BANK, unless the Bidder has first obtained the BANK's written
authorization to do so.

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

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

Date

Signature with seal

Name :

Designation :

ANNEXURE-8

Track Record of Past two years in Implementation of Supply, Commissioning, Installation, Testing, Configuration and Maintenance of Thales 9000-Hardware Security Module (HSM).

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	1) Reference Letter to be Enclosed 2)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-9

Technical Bid Covering letter Format

The Deputy General Manager
Canara Bank,
Digital Banking Services Wing,
Head Office,
5th Floor, Naveen Complex,
No. 14, M G Road, Bengaluru - 560 001

SUB: RFP for "Supply, Commissioning, Installation, Testing, Configuration and Maintenance of Thales 9000-Hardware Security Module (HSM)"

Ref: Your RFP-DBS-02/2017-18 dated 15/07/2017

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)	
7	Mention Description of the item/equipment is mentioned with corresponding brochures write ups.	
8	List of applicants major customers in last 2 years and details as below may be taken: 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) iii) Nature & Description, Staff consultancy work	

	ordered by the customer during 2 years. iv) Whether reference letter enclosed.	
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, if any, 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 short listing 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 for "Supply, Commissioning, Installation, Testing, Configuration and Maintenance of Thales 9000-Hardware Security Module (HSM)".

Note:

1. The Bidder shall specifically mention the description 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 adopt 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 of the network.
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 for Thales 9000 HSM.

Sl	Name	Value/Specs
10.	Make	Thales
11.	Model	PayShield 9000 and above
12.	Speed	50 TPS (Transactions per Second).
13.	Algorithm to be Supported	Symmetric (DES, Triple DES and AES), Asymmetric (RSA), Hashing (MD1, SHA-1, SHA-2)
14.	Key Management	All Kinds of keys related to Cards as per Visa/Master/Rupay standards to be supported.
15.	PIN Printing	Should Support Interfacing with Card Management Solution procured from M/S Intellect Design Arena Pvt Ltd and Printer for PIN Printing. Network Based Printing using the HSM to be supported.

16.	Encryption	Should Support Interfacing with Card Management Solution procured from M/S Intellect Design Arena Pvt Ltd and Printer for Encryption and Decryption.
17.	Required Quantity	2 No's.

Date

Signature with seal

Name :

Designation :

ANNEXURE-11
COMPLIANCE STATEMENT

SUB: RFP for “Supply, Commissioning, Installation, Testing, Configuration and Maintenance of Thales 9000-Hardware Security Module (HSM)”

Ref: Your RFP-DBS-02/2017-18 dated 15/07/2017

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	Description	Compliance (Yes / No)	Remarks / Deviations
Terms and Conditions	We hereby undertake and agree to abide by all the terms and conditions including all Annexure, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of bids)		
Technical Specifications	We certify that the systems/ services offered by us for tender confirms to the specifications (as per ANNEXURE-10) stipulated by you except the following deviations.		
Scope of Work	As detailed in the RFP		

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

Date

Signature with seal

Name :

Designation :

Undertaking Letter Format

We understand that Bank shall be placing Order to the Selected Bidder exclusive of taxes only and that all applicable Taxes like GST will be paid at actuals against production of invoice / bills.

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

Date

Signature with seal

Name :

Designation :

ANNEXURE-13
ESCALATION MATRIX

Name of the Company:

Delivery Related Issues:

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

Service Related Issues:

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

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

Date

Signature with seal

Name :

Designation :

ANNEXURE-14

Covering letter format for Commercial Bid

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

Reference No:

Date:

To

Deputy General Manager
Canara Bank,
Digital Banking Services Wing,
Head Office,
5th Floor, Naveen Complex,
No. 14, M G Road, Bengaluru - 560 001

SUB: RFP for "Supply, Commissioning, Installation, Testing, Configuration and Maintenance of Thales 9000-Hardware Security Module (HSM)".

Ref: Your RFP-DBS-02/2017-18 dated 15/07/2017

We thank you for providing us an opportunity to participate in the subject RFP. Please find our commercial offer as per ANNEXURE-15 Commercial bid format of the subject RFP along with this covering letter.

We also confirm that we are agreeable to the payment schedule mentioned in the subject RFP.

Date

Signature with seal

Name :

Designation :

ANNEXURE- 15- Bill of Material

Commercial bid

Notes:

1. These details should be on the letter head of Bidder and each & every page should be signed by an Authorized Signatory with Name and Seal of the Company.
2. There should not be any erasures, alterations or overwriting in the material. Any erasures, alterations or overwriting if found, the offer is liable to be rejected.
3. The prices quoted below should be inclusive of all taxes, levies, cess, and duties except GST. Applicable GST should be quoted in the column given in the below table.
4. Do not change the structure of the format nor add any extra items.

TABLE - I: Price Details for Supply, Commissioning, Installation, Testing, Configuration and Maintenance of Thales 9000-Hardware Security Module (HSM) as per RFP-DBS-02/2017-18 dated 15/07/2017

Sl No	Product Name	<u>Amt. in Rs.</u>			Unit Price (incl. of tax)	Quantity	Total Cost (incl. of taxes)
		Price Per Unit (Excl. of Tax)	Tax for Column A				
		A	B % of tax	C Tax Amt.			
1	Thales 9000 Payshield HSM					2	
2	4 th Year AMC						
3	5 th Year AMC						
	Total (1+2+3)						

Declaration:

- a. We confirm that we have gone through RFP clauses, subsequent amendments and replies to pre-bid queries (if any) and abide by the same.
- b. 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.
- c. 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.
- d. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.

Date:

Signature with Seal:

Name:

Designation:

ANNEXURE-18
Manufacturer/Authorized 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 Authorized Signatory of the manufacturer/Authorized Distributor. This Format is for reference only. However should contain the Para 1, 2 & 3]

No. _____ dated _____

Deputy General Manager
Canara Bank,
Digital Banking Services Wing,
Head Office,
5th Floor, Naveen Complex,
No. 14, M G Road, Bengaluru - 560 001

SUB: RFP for "Supply, Commissioning, Installation, Testing, Configuration and Maintenance of Thales 9000-Hardware Security Module (HSM)"

Ref: Your RFP-DBS-02/2017-18 dated 15/07/2017

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

We (Manufacturer/Indian Distributor) hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the solution, products/equipment and services offered against this invitation for tender offer by the above firm and will extend technical support and updates 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 upgrades (including management software upgrades and new product feature releases) are provided by M/s for all the products quoted for and supplied to the bank during the 3 year product warranty period. In case this is not considered while quoting and in the event M/s fail in their obligations to provide the upgrades 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 upgrades and any new product releases at the bank's premises.

Yours faithfully

(Name)

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

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 document 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 / Authorization 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) Eligibility Criteria Declaration as per **Annexure-2**.
- 7) Bidder's Covering letter as per **Annexure-3**.
- 8) Applicant's Profile as per **Annexure-5**.
- 9) Details of Offices/Branches/Service Centers as per **Annexure-6**.
- 10) Non-Disclosure Agreement format as per **Annexure-7**.
- 11) Track record of Past two year in Supply, Commissioning, Installation, Testing, Configuration and Maintenance of Thales 9000-Hardware Security Module (HSM) covering Name and addresses of major clients and email ids, telephone numbers (landline and mobile no), fax numbers of their contact executives etc. as per **Annexure-8**.
- 12) Write up on the Work Experience / Expertise in Supply, Commissioning, Installation, Testing, Configuration and Maintenance of Thales 9000-Hardware Security Module (HSM).

APPENDIX-B

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

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

- 1) Technical Bid covering letter as per **Annexure-9**.
- 2) Compliance to Technical specifications should be complete with all the columns filled in as per **Annexure-10**.
- 3) Compliance Table. **This table must cover bidder's response to all the Technical Specification, terms and conditions and Scope of Work specified in the offer document (Terms and Conditions) as per Annexure-11.**
- 4) Undertaking letter format as per **Annexure-12**
- 5) Escalation Matrix as per **Annexure-13**.
- 6) Masked price bid of Bill of Material as per **Annexure-15**.
- 7) Ownership letter by the bidder. (Undertaking letter by the bidder taking the ownership of the project execution in case third party also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership.)
- 8) Technical Documentation (Product Brochures, leaflets, manuals, drawings).
- 9) 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) Covering letter as per **Annexure-14**.
- 2) Commercial Version of Bill of Materials as per **Annexure-15**.

APPENDIX-D

Performa of Bank Guarantee for Contract Performance

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

To: The Deputy General Manager,
Canara Bank,
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, Commissioning, Installation, Testing, Configuration and Maintenance of Thales 9000-Hardware Security Module (HSM) 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 to him by the Bank.

Dated this _____ day of _____ 2017.

For and on behalf of

_____ BRANCH MANAGER SEAL ADDRESS PLACE

APPENDIX -E

Bank Guarantee Format for Earnest Money Deposit

To

.....
.....
.....

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

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

THE CONDITIONS of this obligation are:

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

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

Notwithstanding anything contained herein

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

Dated _____day of _____2017.

SIGNATURE & SEAL OF THE BANK

APPENDIX-F

Location Details

Proposed Locations for Supply, Commissioning, Installation, Testing, Configuration and Maintenance of Thales 9000-Hardware Security Module (HSM) is mentioned below

Location No 1:

ITI Data Center
Gate No-5, Bldg F-21, ITI Limited
Dooravani Nagar,
Bangalore - 560016, Karnataka, India
Ph: 91 80 2566 5997/ 91 80 2566 5996

Location No 2:

Disaster Recovery Centre
Canara Bank, 2nd Floor,
C/o Tata Internet Building,
Technopolis Park,
Mahakali Caves Road,
Andheri East,
Mumbai - 400093
022-26876543/66918140

APPENDIX-G

Format for Sending Pre-Bid Queries

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