



REQUEST FOR PROPOSAL [RFP] FOR

End-to-End Solution

For

Merchant Acquiring Business through Delivery, installation, maintenance and management of EDC (Electronic Data Capture) machines and / or Point of Sales (POS) / MPOS / QR CODE / UPI terminal at Various merchant establishments

Issued By

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

Bid Details in Brief

Sl. No.	Description	Details
1.	RFP No. and date	RFP DBS 03/ 2017-18 dated 19/07/2017
2.	Brief Description of the RFP	Selection of vendor for providing End to End Solution for Merchant Acquiring Business through Delivery installation, maintenance and management of POS/EDC machines, MPOS, UPI, Bharath QR Code, BHIM Aadhar Pay terminals at various merchant establishments on monthly rental basis.
3.	Bank's Address for Communication and Submission of Tender	Deputy General Manager Canara Bank, ME & POS Section, DIGITAL BANKING SERVICES WING, HO 5 th Floor, Naveen Complex, No. 14, M G Road, Bangalore - 560 001 Tel - 080- 25318415 Email: hodbsdpos@canarabank.com
4.	Date of Issue	19/07 /2017
5.	Last Date of Submission of Queries for Pre Bid Meeting	27/07/2017, 3:00 PM
6.	Date of Pre Bid Meeting	31/07 /2017, 3:00 PM
7.	Last Date of Submission of Bids	17/08/2017, 3:00 PM
8.	Date and time of Opening of Part A-Conformity to Eligibility Criteria Bid.	17/08/2017,3:30 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.25,000/- (Rupees Twenty Five Thousand only)
11.	Earnest Money Deposit (Refundable)	Rs. 15.00 lakhs (Rupees Fifteen Lakhs only)
<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 favor of Canara Bank, payable at Bangalore 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	ASCII	American Standard Code for Information Interchange
2	ATS	Annual Technical Support
3	BG	Bank Guarantee
4	BOM	Bill of Material
5	CST	Central Sales Tax
6	DBS Wing	Digital Banking Services Wing
7	DI	Dual Interface
8	DIT	Department of Information Technology
9	DDP	Digital Devices Procurement
10	DD	Demand Draft
11	DES	Data Encryption Standard
12	DR	Disaster Recovery
13	HSM	Hardware security module
14	EMD	Earnest Money Deposit
15	EMV	Euro, Master and Visa
16	GST	Goods & Services Tax
17	HO	Head Office
18	IEC	International Electro technical Commission
19	IT	Information Technology
20	LAN	Local Area Network
21	LD	Liquidated Damage
22	LLP	Limited Liability Partnership
23	LST	Local Service Tax
24	MAF	Manufacturer Authorization Form
25	MCLR	Marginal Cost of Fund Based Lending Rate
26	NEFT	National Electronic Funds Transfer
27	NI Act	Negotiable Instruments Act
28	NPCI	National Payment Corporation of India
29	OEM	Original Equipment Manufacturer
30	OS	Operating System
31	PCICP	Payment Card Industry Card Personalisation Certification
32	PCI-DSS	Payment Card Industry Data Security Standard
33	PDI	Pre Delivery Inspection
34	PERT	Program Evaluation and Review Technique
35	PIN	Personal Identification Number
36	POC	Proof of Concept
37	RFP	Request For Proposal [Interalia the term 'Tender' is also used]

38	RFID	Radio Frequency Identification
39	RRB	Regional Rural Bank
40	RTGS	Real Time Gross Settlement
41	STQC	Standardization Testing and Quality Certification
42	SI	System Integrator
43	TM	Technology Management
44	VAT	Value Added Tax
45	LBT	Local Body Tax
46	EDC	Electronic Data Capture
47	PoS	Point of Sale
48	PSTN	public switched telephone network
49	GPRS	General packet radio service
50	MPoS	Mobile Point of Sale
51	AMEX	American Express
52	TLE	Terminal Line Encryption
53	UKPT	Unique Key Per Transaction
54	DUKPT	Derived Unique Key Per Transaction
55		
56	PA-DSS	Payment Application-Data Security Standard
57	DCC	Dynamic Currency Conversion
58	DRS	Disaster Recovery Site
59	BCP	Business Continuity Plan
60	OEM	Original Equipment Manufacturer

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A. INTRODUCTION

About Canara Bank

1. 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 Bangalore-560002 and among others is having Office at Naveen Complex, No.14, M G Road, Bangalore-560001. The Bank is having pan India presence of more than 5900 branches spread across the country. Bank already is in Merchant Acquiring Business and successfully installed 14,000 POS machines across the country and managing the same successfully through its authorized vendor. The bank, in order to expand the POS base has decided to select a vendor for managing the Merchant Acquiring Business on a CAPEX Model by giving end to end services related to deployment of machines at Merchant locations, and switching services owned & provided by the bidder.

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 providing End to End solution for Merchant Acquiring Business through delivery, installation, maintenance and management of EDC machines and /or Point of Sales (POS) terminals and others mentioned elsewhere in this document, at various merchant Establishments and switching services owned, operated and provided by the bidder, on a monthly service fee chargeable basis.
- 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 as per the Technical Specifications mentioned in this RFP.
- 2.7. 'Supply' means providing End to End solution for Merchant Acquiring Business through delivery, installation, maintenance and management of EDC machines and /or Point of Sales (POS)/ MPOS Terminals at various merchant Establishments on one hand and providing switching & other services on the other, on a monthly Service fee basis, per terminal .
- 2.8. "Commercial Bid" also refers to Price bid.

2.9. Merchant Acquiry Business : This includes delivery of POS EDC / MPOS terminals, procured by the Bank, at the office of Merchants identified by the Bank, installation, training, maintenance, trouble shooting including supply of consumables on one hand at Merchant location level and owning, operating & providing switching services on the other, as per the various industry , Network (VISA , MasterCard, NPCI, Amex) standards.

3. About RFP

3.1 The Bank wishes to engage vendors for providing End to End solution for Merchant Acquiring Business Services enabling the Merchant to undertake business through :

i) POS / EDC.

ii) MPOS TERMINALS (to support (1)Regular Card present, (2)QR Code, (3) UPI / BHIM Aadhar pay transactions)

iii) QR Code / BHIM Aadhar Pay or both.

at various merchant Establishments on monthly service fee basis across India. In this connection, Bank invites sealed offers ('Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for delivery, installation, and maintenance and management of above mentioned facilities at various locations across India as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document. Further, the selected bidder need to provide switching services and other standard services accompanied by such switching services.

4. Objective

4.1 The Bank intends to enlist successful vendor for providing End to End solution for Merchant Acquiring Business through delivery, installation, maintenance and management of digital payments devices mentioned (in para 3.1) above at various merchant Establishments.

5. Eligibility Criteria:

5.1 As part of demonetization and moving towards cashless transactions, the Department of Financial Services, Ministry of Finance, vide their communication File No. 9/31/2012-FI dated 25th November, 2016, among various other things had emphasized on installation of low cost digital devices at various centers across India. The facilities mentioned in para 3.1 require professional approach and innovative thinking to adopt quickly to the changing technology and requires timely execution of the project. Hence only bidders who qualify on each and all of the below mentioned criteria, would be qualified to submit the bid and will be evaluated as per details provided further in this document. Bidder should provide full details on each of the below requirements

Sr No	Eligibility Criteria	Documents Required
1.	<i>The Bidder / Group Company should have been registered in India and in Merchant Acquiring Business in India for at least two years as on date of RFP.</i>	<i>Certificate of Commencement of Business / copy of first order.</i>
2.	<i>During the last two audited financial years viz., 2014-15 and 2015-16), the bidder should have minimum annual Turnover of Rs. 25.00 crores (Rupees Twenty five crores only) Rs. 30.00 Crores (Rs. Thirty Crores only) in case of joint bidder (i.e. Billing to the companies for which they have been working) from POS / EDC / MPOS / QR Code / Merchant Aadhar Pay (Electronic Data Capture) business.</i>	<i>Copy of audited financial Statements (P/L & Balance Sheet) for last two financial Years should be submitted along with the undertaking regarding POS / MPOS / QR Code / Merchant Aadhar Pay business.</i>
3.	<i>Shall have positive net worth in the last two financial years as above</i>	<i>Same as above</i>
4.	<i>No Bidder shall submit more than one Bid for the Project.</i>	<i>Self-certificate indicating that only one bid has been submitted</i>
5	<i>The bidder should have experience of working with at least three scheduled commercial bank for more than two years in India in POS terminal / MPOS Terminal deployment, processing, operations and management thereof in terms of NPCI / VISA/ MasterCard guidelines.</i>	<i>Give experience certificate from the related Bank.</i>
6	<i>The Bidder should have installed and be maintaining at least 50000 POS terminals on Pan India basis.</i>	<i>Attach copies of orders of experience letter on bank letter Head.</i>
7.	<i>Bidder's switch to support Amex card operations & in the business of amex card for any of the Scheduled Banks for at least three months.</i>	<i>Self Declaration.</i>

8	<p>The Bidder should have a set-up owned by him in India for operations / back-office processing of merchant acquiring Transactions and should have managed Base II processing for minimum one Bank.</p>	<p>The operations set up/ back Office details are to be Provided and experience letter on bank letter head. Describe the technological & other Capabilities as per Annexure</p>
9	<p>The bidder should have the capacity to provide end-to- end solution (from transaction, settlement, etc.) for acquiring business to the Bank through POS / MPOS terminals and / or online monitoring of PoS terminals on behalf of the Bank.</p>	<p>Self Declaration.</p>
10	<p>The bidder should host the solution in a PCI-DSS Compliant data centre as on date and should provide the details of such certifications as on date of bid submission.</p>	<p>Copy of the certificate to be provided.</p>
11	<p>Preferably, entire activities should be managed / provided by the bidder. However, the following activities should invariably be handled and provided by the bidder/s themselves:</p> <ul style="list-style-type: none"> •Authorization of the Transactions. •Processing •Settlement reports. <p>(Note: Installation of terminals, Field support and if any activity apart from above to be outsourced, detail thereof should be given.)</p>	<p>Give complete details. Include the names of the vendors to whom some Services will be outsourced.</p>
12	<p>The bidder is required to provide support at all centres where Canara Bank is having offices / branches – existing as well as in future.</p>	<p>List the existing service centers And attach undertaking to Provide support at all centres where Bank is having offices /branches – existing as well as in future.</p>
13	<p>The bidder and OEM should not be currently black-listed by any Public Sector Bank, RBI or IBA or any other Government agencies. Bidder must certify to that effect.</p>	<p>Self undertaking.</p>

14	<p>The bidder should have its own switch, certified for credit & debit card acquiring business by VISA / MasterCard/ NPCI and Amex (if required by merchant / Bank) and also the bidder should be a registered third party processor/ member service provider (TPP/MSP) for VISA/ MasterCard , NPCI and Amex with requisite experience stated at clause no. 5. The bidder should own/ have requisite valid licenses. All the POS/MPOS Terminals should be directly connected to the bidder's switch for providing switch services for acquiring transactions.</p>	<p>Proof in this regard to be submitted</p>
15	<p>The Bidder's switch should support a minimum of 3 OEMs products in respect of POS / MPOS terminals.</p> <p>NOTE: The standard POS terminals commonly available in the Market. The switch to support a minimum of 2 OEMS product at the time of RFP date and further products within 90 days of Bank's intimation to the selected bidder</p>	<p>Self undertaking</p>
16	<p>Merchant Management Software for POS terminals and Software Processing platform should be in house and the infrastructure should be in use for/by at least one Scheduled Commercial Bank in India for switching POS./MPOS.</p>	<p>Declaration to this effect has to be submitted by the bidder. Letter from one public sector / commercial bank has to be Submitted.</p>
17	<p>The bidder should have both primary and DR centre Fully audited and compliant to VISA/ MasterCard/ NPCI/Amex guide lines.</p>	<p>The Bidder has to submit the audit Certificate for 2016..</p>
18	<p>The Bidder should have its EAS / MIP / NFS / Amex connectivity in its data centre to provide the necessary connectivity to the Bank for routing VISA/ Master Card/ NPCI/ Amex transactions respectively. Bidder should have experience of "Fraud and Risk" Management tools and services for POS / MPOS based Acquiring business with at</p>	<p>Bidder has to provide related details</p>

	<i>least one scheduled commercial Bank.</i>	
19	<p><i>The following capabilities needs to be available as part of Risk and Fraud Management.</i></p> <p><input type="checkbox"/> <i>Transactions monitoring in Real time/ Near Real time through an automated rule engine.</i></p> <p><input type="checkbox"/> <i>Alert Management team to check the transactions with Merchants with 24*7*365 presence.</i></p> <p><input type="checkbox"/> <i>Expertise in identification of changes in market trends, merchant behavior patterns.</i></p> <p><input type="checkbox"/> <i>Capability to hold the merchant payments in case of suspicion.</i></p> <p><input type="checkbox"/> <i>Expertise in creation of rules and implementing the same with minimum false positive ratios.</i></p>	<i>Bidder should provide experience letter on letterhead</i>
20	<p><i>The bidder should also have the capability to provide DCC (Dynamic Currency Convertor) facility.</i></p>	<i>A note on functionality to be submitted.</i>
21	<p><i>The bidder shall also offer support to contact less (NFC) based POS terminals.</i></p>	<i>Shall submit technical documentation.</i>
22	<p><i>Proposed switching services Infrastructure supply & management shall comply with RBI/ Govt / VISA / Master/ NPCI/ Amex guidelines from time-to-time.</i></p>	<i>A technical compliance note.</i>
23	<p><i>Switch to process Aadhar enabled Biometric authorizations as per RBI / GOI / NPCI / VISA/ MasterCard / Amex</i></p>	<i>Technical Compliance Note</i>

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 Bank is indenting to purchase 50,000 nos of POS / MPOS terminals within next two years as per the latest configurations available in the market and deliver the same to the successful bidder for installation of these terminals at various locations. POS and MPOS terminals would be deployed in 70:30 ratio. 17500 POS terminals and 7500 MPOS are planned in the first and second year each .

7.3 MPOS terminals should support at least 3 of 4 services from (i) Regular card present transactions, (ii) QR Codes, (iii) UPI, (iv) BHIM Aadhar Pay out of which (i) & (ii) are mandatory.

7.2 50000 each QR Code based Merchants are planned for first and second year each.

7.3 Bidders should raise monthly invoices basing on the actual deployment. Though the Bank has plans to onboard merchants as indicated in the forgoing paragraph, actual deployment may vary depending on various factors.

7.3 The bidder should assess for delivery, installation, maintenance and processing of transactions from such terminals at various locations identified by the Bank. We invite sealed offers ('Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for providing End to End solution for the facilities mentioned in para 3.1, at various merchant Establishments, on monthly service fee basis, for a period of five years with an option for the Bank to renew the arrangement at mutually agreed commercials and Terms & Conditions for a further period as considered appropriate for the Bank.

8. Scope of work

8.1 The scope of RFP involves deployment of facilities mentioned in para 3.1 above, at Merchant Locations for acceptance of all types of cards, issued in association with VISA, MasterCard & NPCI (also AMEX, if desired by the bank) etc by the Bidder and routing the transactions to Bidder's Switch and then to the appropriate interchange switch viz., VISA or MasterCard or NPCI

or (AMEX if desired by Bank). The bidder has to deploy the EDC/POS/MPOS Machines approved and supplied by Bank and maintain them and also offer services including provision, deployment, installation of the EDC/POS/MPOS terminals, terminal driving, switching, merchant help desk, consumables, field services, transaction processing. They also should provide application software to be installed at Terminals. Bank would be providing hardware / terminals in case of POS/EDC , MPOS at the Bidder's service centre, to be configured and installed. It is the responsibility of the Bidder to transport these terminals / hardware to the place of the Merchants identified by the Bank at various locations in India.

8.2. The EDC/POS/MPOS/ QR Code / Merchant Aadhar pay and / UPI related Infrastructure must-

8.2.1. Be Fully EMV-II compliant (as per latest revisions / Provisions).

8.2.2. POS / MPOS / EDC/ MPOS/ QR Code / UPI Infrastructure and service provider should be PCI-DSS compliant as per latest compliance standard released by PCI Council as on the date of RFP.

8.2.3. Any Card payment application used must be PA-DSS Compliant.

8.2.4. Be fully compliant to MoF/ RBI/ BCA / NPCI/ MasterCard/ Amex directives and upgradable to all future directives at no extra cost to the Bank.

8.2.5 The service provider should be able to process NFC (Near Field Communications) terminal based transaction consequently its systems should be compatible to process the transactions through NFC cards in near future.

8.2.6 The service provider should be able to provide the processing of Bio metric Aadhar based transactions as and when introduced by RBI / MOF / networks .

8.2.7 The service provider should provide the Fraud Monitoring services in a 24x7 basis along with the switching services for the Merchants.

8.2.8 The terminal application software should support the following services

- 1) Purchase / Sale Transactions.
- 2) Refund option.
- 3) Cash at POS.
- 4) Void transactions.
- 5) Batch settlement.
- 6) Reprint of charge slip.
- 7) Duplicate charge slip.
- 8) Detailed report of transactions.
- 9) Pushing all transaction data to central server at EOD .
- 10) Dynamic Currency conversion.
- 11) POS on EMI facility.
- 12) Edit options for Password / Terminal id / date
- 13) Multi Application
- 14) Remote Monitoring
- 15) Dash board reports at terminals

8.2.9 The terminal application must not permit any Manual entry mode of transaction and this option must be deactivated. It may be permitted only in

case, Bank is specifically requesting for the same. Also, any loss to the Bank / Merchant / Customer on account of non compliance of this condition, the losses will be recovered from the Bidder.

8.2.10 The central switch should be in a position to deploy any OS / Application software updates from a central place without visiting the individual terminals.

8.3. Scope of Contract and Deliverables:

8.3.1. The Bank is inviting offers from Bidders, capable and experienced vendors who are in acquiring business , in all aspects relating to the facilities mentioned in Para 3.1.

8.3.2. POS/MPOS/EDC Infrastructure of the service provider should be compliant to PCI - DSS/ PA-DSS standards as prescribed by various authorities from time to time .

8.3.3. The EDC/MPOS/POS terminals should be connected to the bidders switch for routing/accounting of transactions and then to the VISA/MasterCard/ NPCI (AMEX if desired by the Bank) for POS/EDC Transactions. In future if required, bidder to route issuer transactions of Bank, directly to Bank switch.

8.3.4. The bidder should have the capability to install POS/ MPOS / QR Code / Aadhar Pay based POS / BHIM based POS terminals, Merchant Management and Training, while the Bank will provide the Lead and necessary assistance. Bank will be supplying the POS / MPOS terminals as per the specification provided by the Bidder.

8.3.5. The bidder should have a Merchant Helpdesk for attending to the queries of the Merchants.

8.3.6. Bidders must have direct connectivity to VISA, MasterCard NPCI and Amex network through Extended Access Server (for VISA), MasterCard Interface Point (for MasterCard) and National Financial Switch (for NPCI) etc .

8.4. The Bidder shall comply with / provide confirmation on the following:

8.4.1. Should provide network monitoring and ensuring seamless connectivity of facilities mentioned in para 3.1

8.4.2. All the EDC/POS/MPOS terminals should be directly connected to the Bidder's switch for providing Switch Services for acquiring transactions. The third party processor switch should be duly certified by VISA/MasterCard/NPCI (AMEX if desired by the Bank) and comply with all administrative formalities and documentation requirements of VISA/MasterCard/NPCI (AMEX if desired by the Bank). Such certifications should continue to be in effect throughout the contract period.

8.4.3. The transactions would be routed directly to VISA/MasterCard/NPCI (AMEX if desired by the Bank) for all acquired transactions. In future if required, bidder to route issuer transactions of Bank, directly to Bank switches. The charges, if any, for switch certification that need to be done on the Bank's switch side would be taken care by the bank. The bidder should bear the charges at its own switch side. The communication cost from bank's data centre to bidders data centre will be borne by Bank, in case of such connectivity requirement arises.

8.4.4. Bidder to assist Bank in obtaining VISA/MasterCard, NPCI and Amex membership for acquiring for its RRBs and Bank will bear network (VISA & MasterCard, NPCI and Amex) related charges. Similarly, should the Bank decide to offer BIN sponsorship services to any third party agencies, the bidder should support such a decision with full assistance. Cost incurred would be reimbursed in actual.

8.4.5. Bidder must ensure that card present transactions are strictly in line with RBI/ MOF/ IBA/ NPCI/ MasterCard/ VISA/Amex guidelines

8.4.6. The EDC/POS terminals deployed by the bidder should be capable of providing value-added services through the terminals e.g. DCC, Mobile Recharge, Bill Payment, E-ticketing, Cash @POS etc., Multi Bank EMI facility as and when required by the Bank.

8.4.7. If at a later date, the EDC/POS machines / terminals are available with separate PIN pad to facilitate PIN entry by the Cardholder; such additions shall be enabled at terminal level & supported at switch level through injection of appropriate security key injections.

8.4.8. Bidder should be capable to incorporate and deliver any significant changes like Aadhar based authentication on MPOS/ POS/EDC Machines as an additional factor of authentication or any other major up gradation is required to be made in switching infrastructure to comply with MOF/ RBI/IBA/NPCI/VISA / MasterCard / Amex directives in future.

8.4.9. The bidder should have the facility of charging differential Monthly Service Fee (MSF) rate to merchants for different types of credit / debit cards i.e. classic cards, gold card, platinum cards and diamond cards etc.

8.4.10 Switching services to support and bidder to provide the services at the request of the Bank to switch off particular class of Merchant basing on MCC codes during particular night times, and bringing back such terminals to service mode without manual intervention. In other words switching service to provide temporary shutting down / deactivate services to particular terminals and start up / activate those terminals without any manual intervention at the physical locations.

8.4.11 Bidder should make arrangements to comply with the current / new requirements from VISA / MasterCard/ NPCI / Amex up to terminal level.

8.5. The deliverables shall include the following:

- 8.5.1.** Providing end-to-end services.
- 8.5.2** Generating and sending standard reports and other reports / MIS as required by the Bank from time to time.
- 8.5.3** Sending Daily Transaction Statements to Merchant Establishments (e-Statements).
- 8.5.4.** Timely escalation to the Bank on exceptions as part of Fraud Monitoring Services, after updating such exceptions with the gist of services acted upon such areas by the bidder..
- 8.5.5.** Provide switching services to the facilities mentioned in Para 3.1
- 8.5.6.** Merchant Training, Helpdesk, Trouble shooting & fault attendance at Offsite and Onsite. .
- 8.5.7.** Replenishment of consumables at merchant establishments.
- 8.5.8.** Bidder should also provide switching of transactions acquired using PC POS/ Merchant Aadhar Pay and any such type of medium of card acquisition.

- 8.5.9.** The bidder should provide all reports daily/ weekly/ monthly/ quarterly /half yearly/ yearly as required in formats including merchant payment advice reports . The report formats may change as per the requirements of Bank for its own use, RBI/ NPCI/ MoF / Govt etc., such reports to be provided at no additional cost to Bank. Bidder also provide required data for any investigation purpose in a time bound manner.

- 8.5.10.** As and when Bank is requesting Bidder to deinstall/ de enroll a merchant, Bidder should do in their system within 24 hours of the request. Bidder also should stop billing the Bank for the services subsequent to the de installation / de enrollment. The POS / MPOS terminal should be returned to the Branch. (which will be intimated by Bank)

8.5.11. Turn Around Time for Installation and repairs of PoS/EDC terminals is as under:

Area	Turn Around Time for attending lead generated by the Bank	Turn Around Time for installation of PoS /EDC terminal after Approval from the Bank	Turn Around Time for repair of PoS / EDC terminal after lodging complaint by the merchant.
Metro and Urban	3 days	2 days	24 hours
Semi-Urban	5 days	5 days	48 hours
Rural	7 days	7 days	72 hours

- 8.5.12.** Further, the bidder has to ensure that all the services supplied under this Contract shall have no defect, arising from design or from any act of omission of the Service Provider that may develop under normal use of the supplied products in the conditions prevailing in India.
- 8.5.13.** The bidder should provide the standard Fraud Monitoring Services prevailing in the market which will have provisions to add more number of rules which will be formulated time to time.

8.5.14 The Call logs received from Merchants shall be entered in the database by the bidder & various Statistics on complaints lodged shall be shared with the Bank on a monthly rest.

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.25, 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 Bangalore 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 with the successful Bidder.

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-D**. The queries should be sent by E Mail to "hodbspos@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 Bangalore by the intending bidders before **03:00 PM on 27/07/2017**. 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
31/07/2017	Monday	3:00PM	Canara Bank, DBS Wing, Conference Hall, 5th Floor, Naveen Complex, 14, M.G Road, Bangalore 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 **ANNEXURE 2**.
- 13.2. **Part-B - Technical Proposal:** indicating the response to the Technical and Functional requirement specification of End to End Solution for Merchant Acquiring Business through maintenance and management of POS / MPOS / QR Code / Merchant Aadhar Pay terminals at various merchant establishments on monthly service charge basis.

13.3. Part-C - Commercial Bid: furnishing all relevant information as required as per Bill of Material as per **ANNEXURE- 13**. The format for submission of Commercial bid is as per **ANNEXURE 12** .

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 RFP- DBS/03/2017-18 Dated 17/07/2017**" for End to End Solution for Merchant Acquiring Business through delivery, installation, maintenance and management of EDC machines and/or Point of Sales terminals at various merchant establishments on monthly service charge basis.(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-B** of Instructions of this document. The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for as per **ANNEXURE - 2**

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 - End to End Solution for Merchant Acquiring Business through delivery, installation, maintenance and management of EDC machines and/or Point of Sales terminals at various merchant establishments on monthly service charge basis.**

14.3. Part B-Technical Proposal:

- 14.3.1. Technical Proposal should be submitted as per the format in **ANNEXURE 6** . 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-6** 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. The Bank shall not allow / permit changes in the technical specifications once it is submitted.
- 14.3.5. 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.
- 14.3.6. The Technical Proposal is to be sealed in a separate Envelope superscribed on the top of the cover as “Part-B - Technical Proposal for End to End Solution for Merchant Acquiring Business through delivery, installation, maintenance and management of EDC machines and/or Point of Sales terminals at various merchant establishments on monthly rental basis.
- 14.3.7. The Technical Proposal should be complete in all respects and contain all information sought for, as per **ANNEXURE 6**. **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.

14.4. Part C - Commercial Bid:

- 14.4.1. The Commercial Bid is to be sealed in a separate Envelope superscribed on the top of the cover as “**PART C - Commercial Bid for End to End Solution for Merchant Acquiring Business through delivery, installation, maintenance and management of EDC machines and/or Point of Sales terminals at various merchant establishments on monthly rental basis.**
- 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-13**. 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.30,00,000/-** (Rupees Thirty lakhs Only) by way of Demand Draft drawn on any scheduled bank in favour of Canara Bank, payable at Bangalore 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-B**.
- 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-13).

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
17/08/2017	Thursday	Upto 3:00 PM	Canara Bank, DBS Wing, 5th Floor, Naveen Complex, 14 M.G Road, Bangalore 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
20.7.	Mr. G S V Babu Senior Manager, Canara Bank, ME & POS Section, DBS Wing, 5 th Floor, Naveen Complex, 14 M G Road, Bengaluru – 560001 Tel – 080-25129442	Mr. V K Bhat, Assistant General Manager, Canara Bank, ME & POS Section, DBS Wing, 5 th Floor, Naveen Complex, 14 M G Road, Bengaluru – 560001 Tel – 080-25129439

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
17/08/2017	Thursday	3:30PM	Canara Bank, DBS Wing, Conference Hall, 5th Floor, Naveen Complex, 14 M.G Road, Bangalore 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 Bids:

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.

24.2. 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. Bank reserves the right for such waivers.

24.3. Minor Non-Conformity/ Minor Irregularity imply that they do not affect this RFP materially.

24.4. The Bank will evaluate the bid submitted by the bidders under this RFP. The Technical Proposal submitted by the bidder will be evaluated based on technical specifications and the documents stipulated in Technical Proposal. The Commercial Bid of only those bidders who qualify in Technical Proposal will be reckoned for evaluation purpose.

25.5. The Bid will be evaluated by a officials 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.

23.3. Bidders are further required to be in preparedness to demonstrate the proposed solution by arranging for product walk-through at their own installations/principals/ R&D labs duly meeting the specific requirements/issues raised by the Bank. 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.

23.4. 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.

23.5. All expenses incurred in connection with the above shall be borne by the bidder. However, Bank will bear the travelling, boarding and lodging expenses related to its own personnel and its consultants, if any.

23.6. Setting of evaluation criteria for product demonstrations shall be entirely at the discretion of the Bank. The decision of Bank in this regard shall be final and in this regard, no correspondence shall be entertained.

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 (indicative) as per **ANNEXURE-13**.

29.3 However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.

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

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

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.

30.2. Special provisions for MSEs owned by SC or ST-

30.2.1 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.

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

30.2.3 MSEs should submit the relevant documentary proof for claiming the exemptions

30.2.4. 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.

30.3 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.

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

30.5 The details are available on web site dcmsme.gov.in. Interested bidders 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 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 End to End Solution for Merchant Acquiring Business through delivery, installation, maintenance and management of EDC machines and/or Point of Sales terminals at various merchant establishments on monthly service charge basis.

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 25% 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.

36. Award of Contract

36.1. The bidder who is L1 as per the above clause no . 29 will be referred to as 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. Contract period shall be for 5 years from the date of acceptance of Order. Bank has the discretion to extend for further period of appropriate term on the same terms of the Bid.

36.4 The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the bidder.

36.5 Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.

36.6 The period of contract shall commence from the date of execution of the contract by the bidder till the successful completion of the solution.

36.7 The Shortlisted bidder/s will be required to provide the facility services to various Merchants approved by the Bank across the Country 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 Bangalore. However, for escalation purpose, details of other persons shall also be given. Escalation Matrix as per **ANNEXURE 11** to be provided by the Vendor

39 Security Deposit / Performance Bank Guarantee:

39.1 The successful bidder should submit a Security Deposit / Performance Guarantee for 2% of total value of the contract within 15 days from the date of acceptance of the Order.

39.2 If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above the order shall be cancelled.

39.3 Security Deposit should be submitted by way of DD drawn on Canara Bank payable at Bangalore / 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.

39.4 Security Deposit/Performance Bank Guarantee should be valid for 5 years 6 months 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.

39.5 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 / extension of contract.

39.6 The security deposit / bank guarantee will be returned to the bidder on completion of contract Period, including the defect liability period of 6 months after obtaining fresh retaining 10% of the Security deposit towards defect liability up to the defect liability period of 6 months after the contract period.

39.7 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.

40 Execution of Agreement

- 40.1 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.
- 40.2 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.

41 . Deliverables and Responsibilities of the Bidder:

- 41.1 On board Merchants along with all techno-commercial details in the Merchant Management Software and install the terminals at the Merchants location identified by the Bank..
- 41.2 Certification of acquiring host by MasterCard, NPCI, VISA & Amex etc.
- 41.3 VAP/MIP hosting, handling, periodical up-gradation as per rules revised by MasterCard and NPCI, VISA. Amex etc. periodically and ensuring meticulous compliance of the prescribed rules from time to time.
- 41.4 Periodical certification of the hardware, software at switching centre necessary.
- 41.5 To keep POS, MPOS, QR Code, UPI, Aadhar Pay Infrastructure updated with the directives/ guide lines of regulators and Bank Card Association & Hosting of Merchant Management Software and its hardware in a secured environment.
- 41.6 Conduct merchant training on an ongoing basis after on boarding the merchants identified by the Bank.
- 41.7 Supply consumables to merchants based on requirement.
- 41.8 Arrange for Network Access Connectors (NACs).
- 41.9 Develop interface between POS, MPOS , QR Code, UPI & Aadhar Pay terminals and service provider through established network.
- 41.10 The Bidder shall comply with / provide confirmation on provision of network monitoring facility and ensuring connectivity of Merchant terminals .
- 41.11 Provide Merchant help desk support for attending to the Merchants" queries and a web based portal as well as Mobile Based App for lodgment of complaints to the Merchants on a 24x7 basis .
- 41.12 Ensure smooth back-end transaction processing viz., capturing of transaction from Merchant terminals, routing it to issuer through VAP / MIP / NPCI etc ,

obtaining response from issuer and transmitting back the response to the merchant.

- 41.13 The utilization of Memory and Storage capabilities of the Switching server should not exceed 70% of the total capacity of the server at any instance. In case the utilization crosses this limit, Bidder has to make arrangement to upgrade the infrastructure for smooth performance of the switching system.
- 41.14 Maintain record of all successful and unsuccessful transactions logs in a secure environment.
- 41.15 Process settlement files from MasterCard /VISA /NPCI/ Amex etc. with the transaction record and service charges applicable with respective entity
- 41.16 Filter the transactions through risk analysis and fraud monitoring tools in online and offline environment and raise alert to Bank wherever applicable.
- 41.17 Bidder to put in a system to identify and protect from malicious programs either at terminal level or network or at its various devices and suitably inform. In case Bank or its merchant or other Bank customers suffer any loss on account of such malicious software, the loss id to be borne by the Bidder.
- 41.18 Provide daily Merchant wise settlement report to enable the bank to credit monies to the respective merchants as per agreed terms.
- 41.19 Daily and periodic MIS reports for Fraud monitoring, transaction velocity and activity reports, negative balance reports as required by the Bank to be sent to Bank branch managers and others as may be required from time to time.
- 41.20 Daily report to be sent to the Bank on system performance with reasons wherever deficiency has been observed.
- 41.21 Service Provider has got trained and experienced personnel as to enable Service Provider to fully perform the contractual obligations arising under this agreement and Service Provider has verified the antecedents/performed background checks of such personnel as per the RBI guidelines before engaging them in providing, supporting and/or executing any services under end-to-end solution for merchant acquiring business. Further, Service Provider will do re verification check after every two years the background of such personnel as per RBI guidelines.
- 41.22 The service provider may procure the services of local vendors/ sub-contractors, with the explicit permission of the Bank, for terminal delivery and installation, merchant training, merchant help desk, terminal repair and servicing, supply of spares and consumables, terminal replacement and installation of terminal application software, that should be required by them. The service provider will be solely responsible for under or non-performance deficiency of services & omission & commission of such third party bidder (s).
- 41.23 No payment will be made by the Bank to the third party bidder (s) for their services. The service provider shall enter into agreement with such bidders and provide a copy of such agreement to the Bank. The agreement between service provider and local vendors/ sub-contractors should explicitly include a clause

regarding confidentiality /integrity/ availability of data and other information related to business.

41.24 In case of emergency, Bank may request the Bidder directly to purchase the terminals from the Market. In such scenario the price of the terminal may be finalized on mutual agreement which must be reflective of the prevailing market prices. The Bidder should provide the terminals with appropriate specification suggested by RBI / MOF and various network (like EMV compliance , TLE & UKT / DUKPT compliance etc) .

42 . Uptime

42.1 The bidder shall guarantee a 24x7 availability of the switching services with monthly up time of 99.90% for the solution during the period of the contract , which shall be calculated on monthly basis whereas, the uptime for terminals should be more than 98%.

42.2 The “Switch Uptime” for calculation purpose, equals to the total contracted hours in a month less “Downtime” for switching services. The “Terminal Uptime” for calculation purposes, equals to the total contracted hours in a month less Downtime for a terminal . The “Downtime” is the time between the Time of Failure and Time of Resolution within the contracted hours. “Failure” is the condition that renders the Merchant / Bank unable to perform any of the functions mentioned in para 41. “Restoration” is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same

42.3 Downtime calculated shall not include any failure due to bank, third party and Force Majeure.

42.4 The percentage up time is calculated on monthly basis as follows:

$$\frac{(\text{total contracted hours in a month} - \text{downtime hours within contracted hours})}{\text{total contracted hours in a month}} * 100$$

43 . Penalties and Liquidated damages for not maintaining uptime:

43.1 If the builder fails to maintain the guaranteed uptime, Penalty for uptime will be deducted as under:

	Level of availability calculated on monthly basis.	Penalty Amount.
For Terminals at merchant locations.	97 % to 100 %	No penalty would be deducted.
	95 % to 97%	0.10% of the monthly service charge per Merchant terminal.
	Below 95 %	1% of the monthly service charge per Merchant terminal, for every percentage point of decline.
For central Switch (switching services)	99.90% to 100%	No penalty would be deducted.
	Below 98.90%	1% of the Total monthly service charge payable to Bidder, for every point of decline.

43.2 The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract.

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

43.4 LD is not applicable for the reasons attributable to the Bank and Force Majeure.

43.5 In case of information security breaches that is traceable to the Bidder is observed and on account of such events , if the Bank is made to undergo losses including reputational loses , such losses estimated would be recovered from the bidder .

44 . Pricing and payments

44.1 The price offered to the Bank must be in Indian Rupees and inclusive of Duties / Insurance / Freight / charges of road permit but exclusive of GST etc. The vendor has to quote the applicable taxes separately.

44.2 The taxes will be paid in actual in our end subject to production of the documents.

44.3 No escalation in price is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract .

45 . Payment terms:

45.1 No advance payment will be provided.

45.2 The invoice should be raised on ME & POS Section, DBS Wing, Canara Bank, HO Bangalore on monthly basis, basing on the deployment and for the services rendered as per the terms of this purchase contract.

46 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, excepting such arrangements as originally permitted in response to this RFP .

47 Order Cancellation / Termination of Contract:

47.1 The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order, by giving 7 days notice, at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:

47.1.1 Delay in delivery beyond the specified period for delivery.

47.1.2 Serious discrepancies noted in the items delivered.

47.1.3 Breaches in the terms and conditions of the Order.

47.1.4 Non satisfactory performance of supply process.

- 47.1.5 The Bidder becomes insolvent or goes into liquidation voluntarily or otherwise.
- 47.1.6 An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- 47.1.7 Deductions on account of penalty and liquidated damages exceeds more than 10% of the total contract price.
- 47.1.8 If the selected Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions.
- 47.1.9 The Company/Supplier is delisted by M/S VISA/MasterCard/NPCI/Amex .
- a. 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.
- b. 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.
- c. The bank shall terminate the contract in the event of the Contractor being delisted by or Certification cancelled by VISA/MASTER/NPCI /EMV during the course of the order.
- d. The bank shall terminate the contract under the following circumstances:
- i. if the contractor indulges in financial irregularities
 - ii. Statutory action is initiated against the contractor
 - iii. Change in management, leading to a dilution in the confidence of continuation of the contractor's managerial capacity and execution of work
 - iv. Indulging in any illegal activity
 - v. Providing false information and is of questionable integrity.
 - vi. Internal Security Breaches, which in the opinion of the Bank may jeopardize the continuation of the contract.
- e. 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.

48 Local Support:

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

E. GENERAL CONDITIONS:

49 Intellectual Property Rights:

- a. 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.
- b. 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.
- c. 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.
- d. 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.

50 Indemnity:

- a. 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

- b. 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.
- c. 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.

54 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.

55 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.

56 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.

57 General Contract Agreement Conditions:

- a. 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.
- b. 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.
- c. 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.
- d. 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.

- e. 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.
- f. 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.
- g. 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.

58 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.

59 Responsibility for Completeness:

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

60 Responsibilities of the Bidder.

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

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

- e. 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.

61 Force Majeure:

- a. 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.
- b. 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.
- c. 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.
- d. 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.

62 Corrupt and Fraudulent Practices

- a. 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:

- b. "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
- c. "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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time .

63 Adoption of Integrity Pact:

- a. The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.
- b. Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- c. The Bidders shall submit signed integrity pact on **Non-Judicial Stamp paper of requisite value** as per **Annexure-14** along with **Part-Conformity** to Eligibility Criteria. Any bid received without Integrity Pact Agreement will not be accepted.
- d. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates

- e. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti corruption principle.
- f. Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- g. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.
- h. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- i. Integrity pact shall be signed by the person who is authorized to sign the Bid.
- j. The Name and Contact details of the Independent External Monitor(IEM) nominated by the Bank are as under:

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

65 Modification/Cancellation Of RFP:

The Bank reserves it's 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.

66 Legal Disputes &Jurisdiction of the Court:

- a. 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
- b. All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts in Bangalore 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.

67 . Guarantees in respect of infrastructure deployed :

The bidder should guarantee that the software/solution supplied to the Bank includes all patches, upgrades/ updates etc., and the same are licensed and legally obtained. All software must be supplied with their original and complete printed documentation. Similarly all the equipment supplied under the contract shall be under warranty / AMC under back-to-back arrangement with OEM / or its authorized entities. Bidder to incorporate any regulatory changes into the systems deployed at no additional cost to Bank.

68. Others :

Further, the successful bidder shall ensure that:

- a. Data is available in a format suitable for the purpose for which it is required and is available to authorized individuals (including RBI inspectors and internal/external auditors).
- b. Back up arrangements are in place for all records held in electronic form or any other records. Periodical testing is undertaken for recovery/verification/retrieval of data as and when required and that business continuity and disaster recovery systems are in place as per the Bank's Information security policy.
- c. Given the nature, scale and complexity of the business, Canara Bank should receive information at the prescribed intervals i.e. daily, weekly, monthly, quarterly, half yearly, yearly as required by the Bank.
- d. Given the nature, scale and complexity of the business, the record keeping procedure of bidder to ensure that information/MIS captured in relation to the operation and management of End-to-End services follows all relevant applicable laws and rules & regulations
- e. The successful bidder to comply with the following practices for retaining records/computer data base/Data including electronic records:
 - i. Complying with all statutory and regulatory requirements.
 - ii. Storing and preserving records/computer data base/data in appropriate optical media or equivalent media along with back up storage.
 - iii. Ensuring that the media chosen does not conflict with the accessibility required of the relevant records and that the physical conditions under which the records/computer data base/data will be stored are conducive of its preservation till the proposed period of retention.

- iv. Maintaining all original records in India.
- v. No records/computer data base/data to be erased, deleted, purged, modified and/or destroyed by the successful bidder/s.
- vi. Handing over of all records/computer data base/data, including back ups to Canara Bank as and when demanded.
- f. Any future addition/ up gradation of Hardware and software on account of directives of Regulatory authority/ other bodies have to be complied with in set time frame at no cost to the Bank.
- g. Data is not stored in any of the cloud facilities located outside the geographical area of India.
- h. If Service Provider and any of its sub-contractors are not maintaining any computer resources outside India in any off shore locations. Nevertheless, Service Provider and its sub-contractors undertake that during the currency of this agreement they shall ensure that the regulatory authority of the offshore location does not have access to the information or data relating to Canara Banks operations on the ground that the processing of such information or data is being undertaken there. Off-shore shall mean any territory other than India.
- i. During the course of this Agreement, Canara Bank reserves the right after giving reasonable prior written notice (which notice shall include timescales and location) to Service to undertake a review and audit of all or any of the Deliverables or Services being provided by Service Provider during last two years under this Agreement and all records, operational controls and processes for the last two years relating thereto. Service Provider shall co-operate fully and shall provide any information or other facility reasonably required by Canara Bank for the purpose of undertaking such review or audit as mentioned above. Where following such audit Canara Bank establishes reasonable grounds in consultation with Service Provider that Service Provider has received Charges and/or other payments from Canara Bank in excess of the payments to which it is entitled under this Agreement, Service Provider shall (without prejudice to Canara Bank's rights arising under this Agreement or generally) forthwith pay to Canara Bank its share of such excess receipts.

69. Warranties:

- 69.1. All the warranties held by or in the name of the bidder shall be assigned or transferred as-is, in the name of the bank. The bidder shall execute any and all such documents as may be necessary in this regard.
- 69.2. The parties shall return confidential information and will sign off and acknowledge the return of such confidential information.
- 69.3. The bidder shall provide all other services as may be agreed by the parties in connection with the reverse transition services.
- 69.4. The bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the bidder

agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the bidder under the scope, upon termination or expiration thereof, for any reason whatsoever

- 69.5. The existing Bidder would transfer all knowledge, know how and other things necessary for the Bank or authorized agency to take over and continue to manage the services. The Bidder agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever be for cancellation or exit of the parties.
- 69.6. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.
- 69.7. The Bank and the Bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.
- 69.8. The Bidder agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank or to its selected agency as would be required in the event of the shifting of the site and shall run system uninterruptedly on the same terms & conditions till the completion of migration.
- 69.9. In the pursuance of clause (i), Bidder/s to handover all the copies and/or materials including all the originals whether in tangible and/or intangible form to Canara Bank, including but not limited to:
- 69.9.1. Information, data, computer data and its structure related to Canara Bank and/or its customers.
- 69.9.2. All or any deliverables as covered under the scope of work.

Deputy General Manager

Annexure – 1

Checkpoints to ensure accuracy of the same before submission of the bid. Annexures (To be submitted with Part A – Conformity to eligible criteria and Technical Proposal)	
1.	Checklist
2.	Eligibility Criteria Declaration
3.	Bid Covering Letter Format
4.	Authorization Letter Format
5.	Technical Bid Covering Letter Format
6.	Technical Specifications Mandatory Requirements
7.	Integrity Pact
8.	Compliance statement
9.	Non Disclosure Agreement
10.	Applicants Profile
11.	Undertaking letter Format
12.	Escalation Matrix
ANNEXURES (To be submitted with Part-B – Commercial Bid	
13.	Commercial Bid Covering Letter Format
14.	Commercial Bid/Bill of Material

Checked for accuracy

**Date
Seal**

Signature with Name

CANARA BANK

Annexure-1 A: Other Clauses (check list)

S.No.	Annexure-1: Other Clauses (check list)	Bidder Response (Yes/No)
1	Whether Cost of the Tender document (Demand Draft payable Bangalore) 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 A - Conformity to Eligibility Criteria	.
4	Whether all pages are authenticated with signature and seal (Full signature to be affixed and not initials).Erasures /Overwriting/ Cutting/Corrections authenticated Certification/ Undertaking is authenticated?	
5	Whether address of Office on which order has to be placed is indicated in ANNEXURE-5	
6	Whether ensured that, the separately sealed envelopes containing Part A- Conformity to Eligibility Criteria and Technical Proposal and Part-B - Commercial Bid for Selection of Vendor for Merchant Acquiring Business through POS/EDC are placed and sealed in another big envelope super scribed as per RFP instructions. The Name of the Bidder, RFP No. and Due date of the RFP is specified on the top of the envelope.	
7	Whether replica of price Bid is enclosed in Part A- Technical Proposal masking the price?	
8	Whether ensured Indexing of all Document Submitted with page numbers?	
10	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)	
11	Whether replica of Price Bid (Masked price bid) as per Commercial Bid is submitted in Technical-Part-B.	

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

Checked for accuracy

Date

Signature with Name

Note: It must be ensured that Authorization letter as per ANNEXURE-4 is carried in person and has not been placed inside any of the bid covers .

CANARA BANK

Annexure-2

Eligibility Criteria Declaration

The Deputy General Manager-

Sub: RFP for End to end solution for Merchant Acquiring Business through Delivery, Installation, maintenance and management of EDC / POS/ MPOS/ QR CODE / UPI terminal at various locations on Monthly Service Charge basis.

Ref: Your RFP:DBS 03/2017-18 Dated: 19.07.2017

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

Sr No	Eligibility Criteria	YES / NO	Documents Required
1.	<i>The Bidder / Group Company should have been registered in India and in Merchant Acquiring Business in India for at least two years as on date of RFP.</i>		<i>Certificate of Commencement of Business / copy of first order.</i>
2.	<i>During the last two audited financial years viz., 2014-15 and 2015-16), the bidder should have minimum annual Turnover of Rs. 25.00 Crores (Rupees Twenty crores only) . Rs. 30.00 Crores (Rs. Thirty Crore only) in case of joint bidder (i.e. Billing to the companies for which they have been working) from POS / EDC / MPOS / QR Code / Merchant Aadhar Pay (Electronic Data Capture) business.</i>		<i>Copy of audited financial Statements (P/L & Balance Sheet) for last two financial Years should be submitted along with the undertaking regarding POS / MPOS / QR Code / Merchant Aadhar Pay business.</i>
3.	<i>Shall have positive net worth in the last two financial years as above</i>		Same as above
4.	<i>No Bidder shall submit more than one Bid for the Project.</i>		<i>Self-certificate indicating that only one bid has been submitted</i>

5	<i>The bidder should have experience of working with at least one scheduled commercial bank for more than two years in India in POS terminal / MPOS Terminal deployment, processing, operations and management there of in terms of NPCI / VISA/ MasterCard guidelines.</i>		<i>Give experience certificate from the related Bank.</i>
6	<i>The Bidder should have installed and be maintaining at least 50000 POS terminals on Pan India basis.</i>		<i>Attach copies of orders of experience letter on bank letter Head.</i>
7.	<i>Bidder's switch to support Amex card operations & in the business of amex card for any of the Scheduled Banks for at least one year.</i>		<i>Self Declaration .</i>
8	<i>The Bidder should have a set-up owned by him in India for operations / back-office processing of merchant acquiring Transactions and should have managed Base II processing for minimum one Bank.</i>		<i>The operations set up/ back Office details are to be Provided and experience letter on bank letter head . Describe the technological & other Capabilities as per Annexure</i>
9	<i>The bidder should have the capacity to provide end-to- end solution (from transaction, settlement, etc.) for acquiring business to the Bank through POS / MPOS terminals and / or online monitoring of PoS terminals on behalf of the Bank.</i>		<i>Self Declaration .</i>
10	<i>The bidder should host the solution in a PCI-DSS Compliant data centre as on date and should provide the details of such certifications as on date of bid submission.</i>		<i>Copy of the certificate to be provided.</i>

11	<p><i>Preferably, entire activities should be managed / provided by the bidder. However, the following activities should invariably be handled and provided by the bidder/s themselves:</i></p> <ul style="list-style-type: none"> •Authorization of the Transactions. •Processing •Settlement •Reconciliation •Installation of terminals, Field support and if any activity apart from above to be outsourced, detail thereof should be given. 		<p><i>Give complete details. Include the names of the vendors to whom some Services will be outsourced.</i></p>
12	<p><i>The bidder is required to provide support at all centres where Canara Bank is having offices / branches – existing as well as in future.</i></p>		<p><i>List the existing service centers And attach undertaking to Provide support at all centres where Bank is having offices /branches – existing as well as in future.</i></p>
13	<p><i>The bidder and OEM should not be currently black-listed by any Public Sector Bank, RBI or IBA or any other Government agencies. Bidder must certify to that effect.</i></p>		<p><i>Self undertaking .</i></p>
14	<p><i>The bidder should have its own switch, certified for credit & debit card acquiring business by VISA / MasterCard/ NPCI and Amex (if required by merchant / Bank) and also the bidder should be a registered third party processor/ member service provider (TPP/MSP) for VISA/ MasterCard , NPCI and Amex with requisite experience stated at clause no. 5. The bidder should own/ have requisite valid licenses . All the POS/MPOS Terminals should be directly connected to the bidder's switch for providing switch services</i></p>		<p><i>Proof in this regard to be submitted</i></p>

	<i>for acquiring transactions.</i>		
15	<i>The Bidder's switch should support a minimum of 3 OEMs products in respect of POS / MPOS terminals . NOTE : The standard POS terminals commonly available in the Market . The switch to support a minimum of 2 OEMS product at the time of RFP date and further products within 90 days of Bank's intimation to the selected bidder.</i>		<i>Self undertaking</i>
16	<i>Merchant Management Software for POS terminals and Software Processing platform should be in house and the infrastructure should be in use for/by at least one Scheduled Commercial Bank in India for switching POS./MPOS.</i>		<i>Declaration to this effect has to be submitted by the bidder. Letter from one public sector / commercial bank has to be Submitted.</i>
17	<i>The bidder should have both primary and DR centre Fully audited and compliant to VISA/ MasterCard/ NPCI/Amex guide lines.</i>		<i>The Bidder has to submit the audit Certificate for 2016..</i>
18	<i>The Bidder should have its EAS / MIP / NFS / (.....)connectivity in its data centre to provide the necessary connectivity to the Bank for routing VISA/ Master Card/ NPCI/ Amex transactions respectively. Bidder should have experience of "Fraud and Risk" Management tools and services for POS / MPOS based Acquiring business with at least one scheduled commercial Bank.</i>		<i>Bidder has to provide related details</i>

19	<p><i>The following capabilities needs to be available as part of Risk and Fraud Management.</i></p> <p><input type="checkbox"/> <i>Transactions monitoring in Real time/ Near Real time through an automated rule engine.</i></p> <p><input type="checkbox"/> <i>Alert Management team to check the transactions with Merchants with 24*7*365 presence.</i></p> <p><input type="checkbox"/> <i>Expertise in identification of changes in market trends, merchant behavior patterns.</i></p> <p><input type="checkbox"/> <i>Capability to hold the merchant payments in case of suspicion.</i></p> <p><input type="checkbox"/> <i>Expertise in creation of rules and implementing the same with minimum false positive ratios.</i></p>		<i>Bidder should provide experience letter on letterhead</i>
20	<p><i>The bidder should also have the capability to provide DCC (Dynamic Currency Convertor) facility.</i></p>		<i>A note on functionality to be submitted.</i>
21	<p><i>The bidder shall also offer contact less (NFC) based POS terminals.</i></p>		<i>Shall submit technical documentation.</i>
22	<p><i>Proposed switching services Infrastructure supply & management shall comply with RBI/ Govt / VISA / Master/ NPCI/ Amex guidelines from time-to-time.</i></p>		<i>A technical compliance note.</i>
23	<p><i>Switch to process Aadhar enabled Biometric authorizations as per RBI / GOI / NPCI / VISA/ Mastercard / Amex</i></p>		<i>Technical Compliance Note</i>

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
& Seal**

**Signature with Name
Designation**

Bid Covering letter format

Reference No: RFP DBS 03/2017-18 dated 19.07.2017

Date:

Deputy General Manager
Canara Bank
ME & POS Management Section
DBS Wing, Head Office
Bengaluru - 560001.

Dear Sir,

Sub: RFP for End to end solution for Merchant Acquiring Business through Delivery, Installation, maintenance and management of EDC / POS/ MPOS/ QR CODE / UPI terminal at various locations on Monthly Service Charge basis.

Ref: RFP DBS 03/2017-18 dated 19.07.2017.

Having examined the tender document including all Annexure, the receipt of which is hereby duly acknowledged, we, the undersigned, offer solution for End to end solution for Merchant Acquiring Business through Delivery, Installation, maintenance and management of EDC / POS/ MPOS/ QR CODE / UPI terminal at various locations on Monthly Service Charge basis in conformity with the said tender in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

We agree to abide by this offer till 180 days from the date of opening of Commercial Bid.

We accept all the Instructions, Terms & 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
& Seal**

**Signature with Name
Designation**

CANARA BANK

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: RFP DBS 03/2017-18 dated 19.07.2017

Date:

Deputy General Manager
Canara Bank
ME & POS Management Section
DBS Wing, Head Office
Bengaluru - 560001

Dear Sir,

Sub: RFP for End to end solution for Merchant Acquiring Business through Delivery, Installation, maintenance and management of EDC / POS/ MPOS/ QR CODE / UPI terminal at various locations on Monthly Service Charge basis.

Ref: Your RFP DBS 03/2017-18 dated 19.07.2017

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.

Eligibility and Technical Bid Covering letter Format

Deputy General Manager
Canara Bank
ME & POS Management Section
DBS Wing, Head Office
Bengaluru - 560001

Sub: RFP for End to end solution for Merchant Acquiring Business through Delivery, Installation, maintenance and management of EDC / POS/ MPOS/ QR CODE / UPI terminal at various locations on Monthly Service Charge basis.

Ref: Your RFP DBS 03/2017-18 dated 19.07.2017

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

S.No.	Particulars	Details to be furnished by the Bidder
1	Name of the Bidder	
2	E-mail address of contact persons	
3	Details of: Description of business and business background Service profile & Client profile	
4	Approach and methodology for the proposed scope of work along with illustrative Deliverables.	
5	Details of similar assignments executed by the bidder during the last two years in India (Name of the Bank, time taken for execution of the assignments and documentary proof from the Bank are to be furnished)	
6	List of in last 3 years applicants major customers and details as below may be taken: 1. Name and complete postal Address of the customer	

	<p>2. Name, designation, Telephone , Fax, Telex Nos., e-mails and address of the contact person(customer)</p> <p>3. Nature & Description, Staff consultancy Work ordered by the customer during 2 years.</p> <p>4. Whether reference letter enclosed.</p>	
7	Details of inputs/requirements required by the bidder to execute this assignment.	
8	Conformity to the obtaining of various certificates/bench mark testing standards for the items quoted to meet the intent of the RFP	
9	Conformity regarding back to back arrangements with third party 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
& Seal**

**Signature with Name
Designation**

CANARA BANK

Annexure – 6

Technical Specifications

Mandatory Requirements

(Bidders have to provide their response on the following conditions/Business conditions only in Yes or No)

A. Functionality Requirements of Terminal Application

Business Condition	Definition	Response
Chip transactions	Transactions performed using chip cards.	YES/NO
Swiped transactions	Transactions performed using magnetic stripe embedded on the card.	YES/NO
Keyed transactions	Transactions performed using card numbers entered The facility should be disabled. Disabled ?	YES/NO
Online Authorization	Transaction used to authorize whether a card is valid Or not and sufficient balance is available for payment.	YES/NO
Purchase(Sale)	Transaction used to authorize a card and amount.	YES/NO
Refund	This transaction is used to credit the money to cardholder account from merchant account.	YES/NO
Void	This transaction is used to cancel the previously performed purchase or refund Transaction .	YES/NO
Cash back / Cash @POS	This transaction allows cardholder to get cash from merchant .	YES/NO
Referral handling, (Force transactions)	Referral is used by issuer, if cardholder activity is suspicious. Cardholder should then call issuer bank, authenticate himself to get referral code and perform transactions.	YES/NO

Tip handling	This is mostly used in restaurant merchants to give TIP to Restaurant employees.	YES/NO
Edit Password	Change password option.	YES/NO
Edit Terminal ID	Password protected?	YES/NO
Edit Date	To change terminals date/time manually.	YES/NO
Software Download Through RTM	Software is downloaded through Remote Terminal Management	YES/NO
Multi-Application	Ability to run multiple applications like Payments, loyalty, Gift card etc. without affecting other applications data.	YES/NO
Multi Merchant	Ability to support multiple merchants in a same application. This is mostly used under EMI	YES/NO
Retrieval of Charge slip	Solution should provide customers and merchants ability retrieve receipts /charge slips at least for 1 year to retrieve ARN/ RRN	YES/NO
Remote Monitoring	Solution should be able to collect and remotely monitor various operational parameters like device charge, dip and swipe counts	YES/NO
Capability to provide Terminal Application Dash Boards Web-based Solution	Capability of providing Terminal application to detect and report: a) Un-successful transactions on the terminal.	YES/NO
Dynamic Currency Conversion (DCC)	b) Sending reversal of un-successful transactions Online instead of piggy backing.	YES/NO
	c) Closure of batch at the back-end at specific.	YES/NO
	d) Detecting low signal on the terminal and to provide pro-active advice to the merchant through SMS/ Over phone.	YES/NO

	<p>e) Capability to provide analytics.</p> <p>f) Capability to handle suspect/ reject batches.</p> <p>g) Capability of providing Dash Board for inventory Management, Complaint Management, MIS</p> <p>h) Capability of providing web-based solution for Complaint logging, MIS, transaction history/ details etc.</p> <p>i) Capability of providing Dynamic Currency Conversion (DCC) on the terminals</p>	<p>YES/NO</p> <p>YES/NO</p> <p>YES/NO</p> <p>YES/NO</p> <p>YES/NO</p>
Capability of MPOS Terminal application software	<p>MPOS Terminal Application should support at least 3 of 4 services</p> <p>a. Regular Card present transactions</p> <p>b. QR Codes</p> <p>c. UPI</p> <p>d. BHIM Aadhar Pay out</p> <p>out of which a & b are mandatory.</p>	<p>YES / NO</p> <p>YES / NO</p> <p>YES/ NO</p> <p>YES/ NO</p>
The Infrastructure capabilities .	<p>a. Should be fully EMV-II compliant</p> <p>b. PCI-DSS Compliant.</p> <p>c. Terminal application should be PA-DSS compliant.</p> <p>d. The switching service should be able to process NFC (Near Field Communications) terminal based transactions.</p> <p>e. The switching services should be able to process biometric Aadhar based transactions.</p> <p>f. The Merchant terminals should be directly connected to the Switch for acquiring transactions.</p> <p>g. If on a later date if the Merchant terminals are enables with separate PIN pad to facilitate PIN entry by the Cardholder, such additional facility should be enabled at merchant terminal level & supported at switch level through injection of appropriate security key injections.</p> <p>h. The switching services should have facility of charging differential Monthly Service Fee(MSF) rate to merchants for different types of credit / debit cards.</p> <p>i. The switch should be in a position to selectively disable the terminals services of particular merchant or based on MCC codes during the particular time period say night time. And bring back such terminals to service mode without manual intervention.</p>	<p>YES/ NO</p> <p>YES / NO</p> <p>YES / NO</p> <p>YES / NO</p> <p>YES/ NO</p> <p>YES / NO</p> <p>YES / NO</p> <p>YES / NO</p>
The Switching Service Provider	The service provider should be able to provide Fraud Monitoring Services in a 24x7 basis.	YES / NO

capabilities		
Help Desk	The service provider should provide 24x7 merchant Helpdesk	YES / NO
Connectivity	The Switching centre should have direct connectivity to VISA, Mastercard, NPCI and Amex network	YES / NO

Date

Signature with Name & Seal

CANARA BANK

Annexure – 7

Compliance Statement

Sub: RFP for End to end solution for Merchant Acquiring Business through Delivery, Installation, maintenance and management of EDC / POS/ MPOS/ QR CODE / UPI terminal at various locations on Monthly Service Charge basis.

Ref: Your RFPDBS 03/2017-18 Dated 19.07.2017

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 (Y/N)	Remarks / Deviations
Terms and Conditions	We hereby undertake and agree to abide by all The terms and conditions including all Annexures, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of bids), notwithstanding whether those terms & conditions as given in RFP are getting reflected or not in application/undertaking being submitted to Bank.		
Technical Specifications	We certify that the services offered by us for tender confirms to the Scope of Work specifications stipulated by you except the following deviations.		
Scope of Work	As detailed in the RFP		
Eligibility Specifications	We hereby undertake that we comply with all the terms & conditions as given in RFP, to be eligible for bidding process, whether those terms & conditions are getting reflected or not in application/ undertaking being submitted to Bank by us.		

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

Date

Signature with Name & Seal

ANNEXURE- 8

Non-Disclosure Agreement

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

WHEREAS, _____, we,
_____ having
Registered Office at _____, hereinafter referred
to as the Bidder, are agreeable to provide IT Infrastructure services to Canara
Bank, having its office at 14,Naveen complex, HO(annex), M.G Road Bangalore -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
Certification of Bank's BIN on switch of Bidder by MasterCard and NPCI, VISA
etc"Supply, 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- 9

APPLICANT'S PROFILE

Sub: RFP for End to end solution for Merchant Acquiring Business through Delivery, Installation, maintenance and management of EDC / POS/ MPOS/ QR CODE / UPI terminal at various locations on Monthly Service Charge basis.

Ref: Your RFP: DBS 03/2017-18 Dated: 19.07.2017

SI No	Particulars	Details
1.	Name of the Company / Vendor	
2.	Constitution	
3.	Date of Establishments / Incorporation	
4.	Address (Order to be placed on this address) Registered office Corporate Office	
5	Telephone No & Fax No E-mail Address Website	
6.	Gross Annual Turnover of the Bidder 2014-2015 2015-2016	
7.	Net Profit of the Bidder (Audited) 2014-2015 2015-2016	
8.	PAN Number for Income Tax GST Number Bank Details Name & Style of Bank Account Name of Bank & Branch Address Account Number RTGS / NEFT Code	
9.	Brief Description of other facilities / line of activities of the Bidder	
10.	Details of similar assignments with any other Bank	
11	Name of the Team Leader identified for this project and their professional Qualifications and experience / expertise.	
12	Details of any litigation / court cases with Banks in which the bidder is one of the party.	

Date :

Seal

Signature with Name & Designation

ANNEXURE-10

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 actual to the maximum of taxes indicated in this Bill of Material against production of invoice / bills.

We understand that Bank will pay VAT only for Goods Component of Hardware/ Software and Service Taxes for Service Component of Hardware/Software. We also understand that the Goods Component + Services Component should be limited to 100% of the Cost Price.

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

Date

Signature with seal

Name :

Designation :

ANNEXURE-11
ESCALATION MATRIX

Name of the Company:

Technical / Merchant 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					

Switch 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-12

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: RFP DBS 03/2017-18 Dated 19.07.2017

Date:

To

Deputy General Manager
Canara Bank,
ME & POS Section,
DIGITAL BANKING SERVICES WING, HO
5th Floor, Naveen Complex,
No. 14, M G Road, Bangalore - 560 001

SUB : RFP for "Ref: RFP DBS 03/2017-18 Dated 19.07.2017

We thank you for providing us an opportunity to participate in the subject RFP. Please find our commercial offer as per **ANNEXURE-13** 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 – 13

Bill of Material

Ref: Your RFP DBS /03/2017-18 dated 19.07.2017.

POS		MPOS		QR CODE		
Year -1 (17500)		Year -1 (7500)		Year -1 (50000)		
Year -2 (35000)		Year -2 (15000)		Year -2 (100000)		
Year-3 (35000)		Year-3 (15000)		Year-3 (100000)		
Year-4 (35000)		Year-4 (15000)		Year-4 (100000)		
Year-5 (35000)		Year-5 (15000)		Year-5 (100000)		GROSS TOTAL
TOTAL (35000)		TOTAL (15000)		TOTAL (100000)		

Note:

1. Rates should be exclusive of applicable taxes and the amount are in Indian rupees.
2. POS and MPOS would be deployed in the 70:30 ratio .
3. Requirement of POS / MPOS put together is 50000. Of which 25000 will be considered for Year- 1 and rest 25000 for year-2.
4. QR Code requirement is 1 lac of which requirement for year-1 would be 50000 and year-2 50000.
5. Requirements are indicative for the purpose of obtaining commercial bid on same grounds. Actual deployment may vary. Bidders should raise the monthly invoices based on actual deployments.
6. MPOS terminal processing capability should support at least 3 out of 4 services from (i)Regular card present, (ii)QR Code , (iii)UPI, (iv) BHIM Aadhar Pay of which (i) and (ii) are mandatory.
7. L1 will be decided on the basis of Gross Total.
8. Charges for consumables, Transportation and Insurance for the terminals / hardware will be paid on actual. The rate shall be reviewed after every six months.

Date

Signature with seal

Name :

Designation :

ANNEXURE – 14
PRE CONTRACT INTEGRITY PACT

1. GENERAL

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

AND

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

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

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

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

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

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

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

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

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

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

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

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

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

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

action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

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

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

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

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

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

4.4. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to

make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

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

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

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

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

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

5. PREVIOUS TRANSGRESSION

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

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

6. EARNEST MONEY (SECURITY DEPOSIT)

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

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

6.3. In the case of successful BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

7. SANCTIONS FOR VIOLATIONS

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

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

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

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

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

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

(vi) To cancel all or any other contracts with the BIDDER /SELLER /CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation for

any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/ SELLER /CONTRACTOR/SERVICE PROVIDER.

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

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

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

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

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

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

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

8. FALL CLAUSE

8.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any

other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT EXTERNAL MONITORS

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

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

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

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

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

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

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

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

10. FACILITATION OF INVESTIGATION

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

11. LAW AND PLACE OF JURISDICTION

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

12. OTHER LEGAL ACTIONS

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

13. VALIDITY

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

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

14. The parties hereby sign this Integrity Pact at on

BUYER

Name of the Officer
Designation

BIDDER

CHIEF EXECUTIVE OFFICER /AUTHORISED
SIGNATORY

Name of Wing

Canara Bank

Witness

1.

2.

Witness

1.

2.

APPENDIX -A

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
BANGALORE - 560001

WHEREAS (Name and address of M/s XXXX Ltd(hereinafter referred to as "the CONTRACTOR") has undertaken to Supply, Printing, Personalization and Card Despatch Tracking & Management Services of EMV CHIP DEBIT CARDS, CREDIT CARDS & Pre Paid Cards (Contact Cards & Contactless cards with RFID antennae) 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 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 Bangalore 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 _____ 2016.

For and on behalf of

_____ BRANCH MANAGER SEAL ADDRESS PLACE

APPENDIX -B

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 _____2016.

SIGNATURE & SEAL OF THE BANK

APPENDIX-C

Location Details

Proposed Locations for Supply, Printing, Personalization and Card Despatch Tracking & Management Services of EMV CHIP DEBIT CARDS, CREDIT CARDS & Pre Paid Cards (Contact Cards & Contactless cards with RFID antennae) for Various branches/offices under the jurisdiction of the following Circle Offices:

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

Full Address of Branches/Offices under each of the above Offices will be provided to the selected bidder.

APPENDIX-D

Format for Sending Pre-Bid Queries

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