

**REQUEST FOR PROPOSAL [RFP]
FOR
“SELECTION OF VENDOR FOR SUPPLY, INTEGRATION,
IMPLEMENTATION, MAINTENANCE AND SUPPORT FOR MOBILE
WALLET SERVICES IN CANARA BANK”**

**Issued by: Canara Bank,
AP&M Group, 1st Floor,
DIT Wing, Naveen Complex,
14, MG Road, Bengaluru -560 001**



Bid Details in Brief

Sl. No.	Description	Details
1.	RFP No. and Date	RFP 05/2018-19 dated 29/06/2018
2.	Brief Description of the RFP	Selection of Vendor for Supply, Integration, Implementation, Maintenance and Support for Mobile Wallet Services in Canara Bank
3.	Bank's Address for Communication and Submission of Tender	Deputy General Manager Canara Bank, AP&M Group, 1st Floor, DIT Wing, Naveen Complex, 14 MG Road, Bengaluru -560 001
		Tel - 080-25590070, 25584873 Fax- 080-25596539 Email: hoditapm@canarabank.com Senior Manager, Asset Procurement & Management Group
4.	Date of Issue	29/06/2018, Saturday
5.	Last Date of Submission of Queries for Pre Bid Meeting	05/07/2018, Thursday, 3.00 PM
6.	Date of Pre Bid Meeting	06/07/2018, Friday, 3.00 PM
7.	Last Date of Submission of Bids	20/07/2018, Friday upto 3.00 PM
8.	Date and time of Opening of Part A- Conformity to Eligibility Criteria.	20/07/2018, Friday, 3.30 PM
9.	Date and time opening of Technical Bid Part-B/Commercial Bid	Will be intimated at a later date.
10.	Application Fees (Not Refundable)	Rs. 29,500/- (25,000 Application Money plus 18 % GST)
11.	Earnest Money Deposit(Refundable)	Rs. 5,00,000/-
<p>This document can be downloaded from Bank's website http://canarabank.com/english/announcements/tenders. In that event, the bidders should pay the Application Fee for tender document by means of DD drawn on any scheduled Commercial Bank for the above amount in favour of Canara Bank, payable at Bengaluru and submit the same along with the Bid document.</p>		



DISCLAIMER

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

Canara Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Bank's Website (<http://canarabank.com/english/announcements/tenders>) and it will become part and parcel of RFP.

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

No person of the Bank or the Contractors, vendors and third parties shall violate the Social Media Policy of the Bank. Non-adherence to the standards/guidelines in relation to Social Media Policy issued by the Bank from time to time and Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of Social Media related systems and procedures on the part of personnel of the Bank or Contractors, Vendors and third parties shall be construed as violation of Social Media Policy



Abbreviations used in this Document:

1.	ATS	Annual Technical Support
2.	BG	Bank Guarantee
3.	BOM	Bill of Material
4.	DD	Demand Draft
5.	DIT	Department of Information Technology
6.	EMD	Earnest Money Deposit
7.	GST	Goods and Service Tax
8.	HO	Head Office
9.	HTTP	Hyper Text Transfer Protocol
10.	HTTPS	Hyper Text Transfer Protocol Secure
11.	ISDN	Integrated Services Digital Network
12.	ITU	International Telecommunication Union
13.	LAN	Local Area Network
14.	LD	Liquidated Damage
15.	MAF	Manufacturer Authorisation Form
16.	MSME	Micro Small & Medium Enterprises
17.	MTBF	Mean Time Between Failure
18.	MTTR	Mean Time To Restore
19.	NEFT	National Electronic Funds Transfer
20.	NI Act	Negotiable Instruments Act
21.	OEM	Original Equipment Manufacturer
22.	OS	Operating System
23.	PDI	Pre Delivery Inspection
24.	PERT	Project Execution and Review Technique
25.	RFP	Request For Proposal [Interalia the term 'Tender' is also used]
26.	RTGS	Real Time Gross Settlement



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A. INTRODUCTION:

1. About Canara Bank:

CANARA BANK, a body Corporate and a premier Public Sector Bank established in the Year 1906 and nationalized under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head office at 112, J C Road Bengaluru-560002 and among others, having DIT Office at Naveen Complex, No.14, M G Road, Bengaluru-560001. The Bank is having pan India presence of more than 6,200 branches, 21 Circle offices and 118 Regional Offices situated across the States. The Bank is working on Core Banking System using Flex cube solutions. The Bank is a forerunner in implementation of IT related products and services and continuously making efforts to provide the state of art technological products to its customers.

2. Definitions:

- 2.1. 'Bank' means unless excluded by and repugnant context or the meaning thereof, shall mean 'Canara Bank', described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successor and permitted assigns.
- 2.2. 'RFP' means Request for Proposal for Selection of Vendor for Supply, Integration, Implementation, Maintenance and Support for Mobile Wallet Services in Canara Bank in Canara Bank.
- 2.3. 'Bidder' means a vendor submitting the proposal in response to RFP.
- 2.4. 'Solution' means Supply, integration, implementation, maintenance and support for Mobile Wallet Services in Canara Bank in Canara Bank.
- 2.5. 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
- 2.6. 'Successful Bidder' / 'L1 bidder' means the Bidder who is found to be the lowest bidder after conclusion of the bidding process, subject to compliance to all the Terms and Conditions of the RFP, etc.

3. About RFP:

The Bank wishes to have a Mobile Wallet Service for the Bank. In this connection, Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for selecting a suitable Wallet Service Provider to partner with the Bank to provide Mobile Wallet Service for the Bank as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.

4. Objective:

- 4.1. Canara Bank wishes to have a Mobile Wallet in Android/IOS/Windows platforms as a prepaid instrument for the customers/prospective customers for carrying out the Bill payment, Online Shopping, Ticket Booking (BUS/FLIGHT/IRCTC), Merchant Payment using QR CODE /Push & Pull /NFC Payment, Bluetooth. The aim is to enable and promote the digital payments.
- 4.2. There should also be a web interface to attach to certain merchants like IRCTC, Online shopping web sites etc. through which customers can make payment using the mobile number, wallet PIN and/or any second factor authentication like Aadhaar validation through eKYC using OTP/Finger Print/Iris, etc.
- 4.3. As part of the solution, The platform needs to be extensible to enable the delivery of other products/services that may be offered in future and must be able to tightly integrate with other applications like Internet & Mobile Banking, UPI, Customer on

Board App (interfacing with CBS), Branch or any of the Alternate channels like ATM/Net banking/Banks Payment Gateway for wallet top-up, etc.,

- 4.4. Canara Bank is issuing this RFP seeking proposals from prospective bidders to Implement Mobile Wallet according to the scope mentioned elsewhere in this RFP including future needs and functionality on revenue sharing basis.
- 4.5. The solution may be a semi-closed wallet and there should be a provision to later on convert to Open Wallet based on the guidelines issued by RBI/Gol, Bank.

5. Eligibility Criteria:

- 5.1. A vendor submitting the proposal in response to this RFP shall hereinafter be referred to as 'Bidder' and Implementation, Integration, Migration and Maintenance of Mobile Wallet Services in the Bank shall hereinafter be referred as "Solution".
- 5.2. Interested Bidders, who can implement, Integrate, migrate and maintain Mobile Wallet Services in the Bank and meeting the Eligibility Criteria as per Annexure-3 may respond.

6. Deliverables:

The deliverables shall include the following:

- 6.1. Providing end-to-end maintenance for the wallet services provided including end to end services related to interfacing with other systems.
- 6.2. Generating the exception reports as required by the Bank and taking appropriate action with the approval of the Bank.
- 6.3. Generating and sending standard reports and other reports / MIS as required by the Bank from time to time. Sending Daily Transaction Statements to Merchant Establishments (e-Statements).
- 6.4. Timely escalation to the Bank on exceptions
- 6.5. Merchant Set Up and Training
- 6.6. Handling Charge back / settlement issues.
- 6.7. The bidder should provide all reports daily/weekly/monthly/quarterly /half yearly/yearly as required in formats including merchant payment advice reports and also reconcile all transactions. 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.
- 6.8. The bidder has to ensure that the Product offered / supplied under the Contract is latest or current version and they incorporate all recent improvements in design and / or features. Further, the bidder has to ensure that all the Products supplied under this Contract shall have no software bugs, 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.

7. Scope of Work:

The Solution should be available in all major Mobile Operating systems mandatory for Android, IOS and Windows. Should be capable of Interfacing with Bank's API's as and when Bank requires. The solution should be capable of integrating with existing mobile apps of the Bank:

- 7.1. Mobile Wallet Solution must have:

- 7.1.1. Offer Zone:- Customers get various Cash Back Offers/Loyalty rewards/bonus points and discounts with merchants.
- 7.1.2. Payments across counters - Both Debit Pulling / Payment. Debit pulling mean the merchant can initiate a payment request and customer can confirm the payment. Ex: In chain stores like Domino's after billing, counter assistant can initiate payment request to Mobile Digital Wallet customer mobile number for confirmation and payment. Payment can be initiated by customers also directly to merchant based on the billing amount.
- 7.1.3. Split Payment option eg: Split Bill Among a friends group.
- 7.1.4. Integration with Major Aggregators for:
 - 7.1.4.1. TOP-UP to Wallet
 - 7.1.4.1.1. Top-up from Bank Accounts thru Net Banking/Credit Card/Wallet/Debit Cards/Bharat QR/UPI etc.
 - 7.1.4.1.2. Should be compatible to introduce top-up through any other channels like UPI/AEPS, introduced by regulators.
 - 7.1.4.2. Utility bills for (Gas, Electricity, Water, Landline, Broadband Internet)
 - 7.1.4.3. Metro Transit Card
 - 7.1.4.4. Recharge prepaid mobile connections & pay Postpaid bills
 - 7.1.4.5. Pay other bills (DTH, Data card, Insurance)
 - 7.1.4.6. Ticket Booking (BUS/Railway/Flight etc)
 - 7.1.4.7. Pay Bills at Hospitals
 - 7.1.4.8. Pay toll fees
 - 7.1.4.9. Pay Petrol Bills
 - 7.1.4.10. Make payments Merchants across India (eg: School / College / Educational Institutions / Universities Fees, Retail outlets etc)
- 7.2. Mobile Wallet Solution preferably have following options also:
 - 7.2.1. Support for English, Hindi and all the vernacular Languages.
 - 7.2.2. QR code based Transactions
 - 7.2.3. Near By Alert Mechanism, where in customers of the solution get an alert of the nearby Merchants using this solution
 - 7.2.4. Push Notification:- to send some of the important notifications/promotional messages to Customers using this app.
- 7.3. Ensuring all payments received from merchants, expenses incurred are properly accounted, proper remittance are made as per the contractual agreement to the bank and subjecting themselves to Audit by Bank's Team/Bank appointed External agency.
- 7.4. Cloud & App based hosting: - Complete solution to be hosted on cloud and bidder to set up cloud infrastructure with managed services and it should be in the name of the Bank.
- 7.5. The bidder should maintain helpdesk with the sufficient number of officials for attending to the queries of the Bank Customers and Merchants. Bidder shall also handle the settlement and payment related queries by the Merchants / Customers of the Banks.

- 7.6. Software / Services offered to Bank shall allow trouble free operations
- 7.7. The bidder should have the capability to supply, install and manage Mobile Digital Wallet operations and required interface to other systems of the Bank.
- 7.8. Customization as per bank requirement
 - 7.8.1. Interface customization with bank logo
 - 7.8.2. Bank's Corporate colours, theme and fonts to be used for UI/UX/CX
 - 7.8.3. Dashboard for admin control
 - 7.8.4. Technical support and after sales support (Admin user rights)
 - 7.8.5. Post sales training support
 - 7.8.6. Dashboard/Reports/MIS as per Bank's Requirements
 - 7.8.7. In addition to above, any custom requirement of the bank also needs to be fulfilled.
- 7.9. The bidder should have the capability to rollout the product after doing the necessary customizations within 60 days from the date of Purchase Order.
- 7.10. The bidder shall equip the data network exclusively for Canara Bank on cloud platform.
- 7.11. Bidder shall also build, operate and service this network for Canara Bank as per PPI guidelines of RBI.
- 7.12. In the event of disengagement, the bidder shall agree to part off with the cloud infra of Canara Bank and agrees to protect the confidentiality of data of Canara Bank. The bidder should adhere to applicable cloud security norms and data protection guidelines by the Regulators/Government.
- 7.13. The bidder should allow visit /inspection by the Bank or Regulatory authorities of the ICT infrastructure involved in the project as and when required since the same is regulatory requirement of RBI as per Cyber Security framework.
- 7.14. Bidder should ensure real time seamless integration & operation of features that may be present on the bidder's app.
- 7.15. Bidder has to on board all present and future merchants on the Canara Bank app.
- 7.16. The bidder has to comply the RBI's Master Circular No. Master Direction DPSS.CO.PD.No.1164/02.14.006/2017-18 dated 11th Oct 2017.
- 7.17. The bidder has to assist the Bank with such measures as would be taken in the case of its own customers on the matter of ensuring KYC compliance of wallet users, other than Bank's own full KYC compliant customers, who subscribe to the proposed e-wallet.
- 7.18. Promotion through all Social Media listening (Facebook / Twitter / Whatsapp / Google / Yahoo / Likedin etc) to be done bidder.
- 7.19. There should be provision for SDK integration and the integration to be taken care by the bidder.
- 7.20. API integration / interface to be taken care by the bidder.
- 7.21. Digital lending to be integrated to the merchant portal of wallet service.
- 7.22. For Bank identified merchants on boarding to be done by the Wallet Service Provider.
- 7.23. In wallet payment gateway, Canara Bank name to appear along with other Wallet Service Providers name.
- 7.24. In-app experience to be provided to the customers in Net Banking / Mobile Banking.
- 7.25. Bank's colour scheme to come along with solution provided by the bidder.



- 7.26. Offer codes used to be customised with Bank's name. Offer codes displayed in the payment pages of e-commerce sites to have offer details of Canara Bank without the name of Wallet Service Provider.
- 7.27. The period of engagement of the bidder for Wallet services will be for a period of five years from the date of commissioning. However, Bank may request for closure of wallet services at its discretion during the contract period. The bidder should agreeable for the same and enable smooth transition without any additional cost. Also, data should be handed over to the Bank upon such closure, at no extra cost. Bidder should provide archival and retrieval support to attend to Regulators/any other external agency's queries, which may involve retrieval and presenting data at short notice.
- 7.28. The bidder to use PPI license of Canara Bank for proposed Wallet service.
- 7.29. The bidder to design, create and operate the Wallet.
- 7.30. The bidder to extend their existing and future merchant network (offline & online) to Canara Bank. Bidder should not show discrimination on the matter of connecting its merchants between its own wallet users and the Bank's, unless the Bank exercises its discretion not to expose its wallet users to certain class of merchants. Bank does not intend to enter into any direct relationship with the bidder's merchants. Bidder shall not discriminate Bank's wallet users on the matter of Price Points / offers / discounts / Delivery Preferences or any other matter under whatever pretext while such users consume goods / services from bidder's merchants. Similarly, bidder shall not woo the Bank's wallet users to be his own.
- 7.31. Merchant settlement to be managed by the bidder.
- 7.32. The bidder to manage the marketing and promotion of the wallet including cash back schemes.
- 7.33. New features of wallet product introduced by the Bidder for its own users / such users as have been acquired by the Bidder in its capacity of Partner to any other institutions would be brought to the benefit of Bank's e-wallet users under the terms of the RFP within a period of 90 days of launch of such new features, provided such features have been explained to the Bank and the Bank agrees to them.
- 7.34. Reconciliation of transactions in the wallet apps of users would be the responsibility of the Bidder. Further, the bidder has to process refund, if any on account of various use cases, associated with topping up or expending from the wallet. Similarly, the bidder has to process the Debit entries on account of failed processes and make accounting entries in the wallet ledger. If the wallet is out of funds on account of such adjustments and in case Bank is unable to recover such amount from the wallet users, the bidder has to make good such shortfalls. Reconciliation has to be completed on T+1 Bank working day basis.
- 7.35. As the Bank owns the wallet license and is on the look out for solution from the Bidders, the bidder has to conduct the wallet portfolio of the Bank in accordance with the extant RBI guidelines as though it owns the portfolio.
- 7.36. Transactions in the wallet portfolio of the Bank would be monitored by the Bidder for any fraudulent activities at run time and the Bidder would be taking such decision/steps as it may be deemed necessary to prevent such activities as though the wallet portfolio were owned by the Bidder.
- 7.37. **Project Completion and Management**
- 7.37.1. For smooth completion of project the Bidder should identify one or two of its representatives at Bengaluru as a single point of contact for the Bank.
- 7.37.2. Project implementation team should be conversant with local rules and conditions to resolve the issues, if any.

B. BID PROCESS:

8. Clarification to RFP and Pre-Bid Queries:

- 8.1. The bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases should seek clarification in writing in the same serial order as that of the RFP by mentioning the relevant page number and clause number of the RFP as per format provided under Appendix-F.
- 8.2. All communications regarding points requiring clarifications and any doubts shall be given in writing to the Deputy General Manager, Canara Bank, DIT Wing, HO (Annex), 14 MG Road, Naveen Complex, Bengaluru-01 or an email can be sent to hoditapm@canarabank.com by the intending bidders before **03:00 PM** on **05/07/2018** (Thursday).
- 8.3. No queries will be entertained from the bidders after the above date and time.
- 8.4. The Bank will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's website (www.canarabank.com) 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.
- 8.5. No oral or individual consultation will be entertained.

9. Pre-Bid meeting:

- 9.1. 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
06/07/2018	Friday	3.00PM	Canara Bank, Second Floor, Conference Hall, DIT Wing-HO (Annex), Naveen Complex, 14 M G Road, Bengaluru 560001.

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

- 9.2. Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 9.3. 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.
- 9.4. The Bank will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's website (www.canarabank.com) and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.
- 9.5. Non reply to any of the queries raised by the vendors during pre-bid Meeting shall not be considered as acceptance of the query/issue by the Bank.



10. Amendment to Bidding Document:

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

11. Bid System Offer:

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

- 11.1. **Part A-Conformity to Eligibility Criteria:** Indicating their compliance to Eligibility Criteria. The format for submission of Conformity to Eligibility Criteria is as per Appendix-A.
- 11.2. **Part B-Technical Proposal:** Indicating the response to the Technical specification of Selection of Vendor for Supply, Integration, Implementation, Maintenance and Support for Mobile Wallet Services in Canara Bank in Canara Bank. The format for submission of Technical Proposal is as per Appendix-B.
- 11.3. **Part C-Commercial Bid:** furnishing all relevant information as required as per Bill of Material as per Annexure-19. The format for submission of Commercial Bid is as per Appendix-C.

12. Preparation of Bids:

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

12.1.1. 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 Selection of Vendor for Supply, Integration, Implementation, Maintenance and Support for Mobile Wallet Services in Canara Bank in response to RFP 05/2018-19 dated 29/06/2018" (includes separately sealed 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') on the top of the envelope. All the envelopes shall bear the name and complete postal address of the bidder as well as the addressee, namely the Deputy General Manager, Canara Bank, AP&M Group, DIT Wing, First Floor, Naveen Complex, 14 M G Road, Bengaluru - 560001.

12.1.2. All the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be paginated with Name, Seal and Signature of the Authorized Signatory. Bids with erasing / overwriting / cutting without authentication may be liable for rejection. Authorization letter for signing the Bid documents duly signed by Company's Authorized signatory should be submitted.

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

12.2. Part A- Conformity to Eligibility Criteria:

12.2.1. Before submitting the bid, the bidders should ensure that they confirm to the eligibility criteria as stated in Annexure-3 of RFP. Only after satisfying themselves of the eligibility, the Offer should be submitted.

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

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

12.2.4. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as "PART A-Conformity to Eligibility Criteria for RFP 05/2018-19 dated 29/06/2018 for Selection of Vendor for Supply, Integration, Implementation, Maintenance and Support for Mobile Wallet Services in Canara Bank".

12.3. Part B-Technical Proposal:

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

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

12.3.3. 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.

12.3.4. If any part of the technical specification offered by the bidder is different from the specifications sought in our RFP, the bidder has to substantiate the same in detail the reason for their quoting a different specification than what is sought for, like higher version or non availability of the specifications quoted by us, invariably to process the technical offer.

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

12.3.6. The relevant product information, brand, and model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the Offer. Failure to submit this information along with the offer may result in disqualification.

12.3.7. The Technical Proposal should be complete in all respects and contain all information sought for, as per Appendix-B. Masked Bill of Material must be attached in Technical Offer and should not contain any price information. The Part B-Technical Proposal should be complete and should cover all products and services. Technical Proposal without masked Bill of Materials will be liable for rejection.

12.3.8. Masked Bill of Material which is not as per below instruction will make Bid liable for rejection:



12.3.8.1. Should be replica of Bill of Material except that it should not contain any information related to % of the revenue sharing (with % masked).

12.3.8.2. It should not provide any other line item other than asked in the Bill of Material.

12.3.9. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as "PART B-Technical Proposal for RFP 05/2018-19 dated 29/06/2018 for Selection of Vendor for Supply, Integration, Implementation, Maintenance and Support for Mobile Wallet Services in Canara Bank".

12.4. Part C-Commercial Bid:

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

12.4.2. Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFP. Bill of Material should give percentage of Revenue Sharing for Merchant Transactions (Gross Sharing) as per Annexure-19. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.

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

12.4.4. 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 information related to % of revenue sharing (with % masked). Any change in the Bill of Material format may render the bid liable for rejection.

12.4.5. 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.

12.4.6. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as "PART C-Commercial Bid for RFP 05/2018-19 dated 29/06/2018 for Selection of Vendor for Supply, Integration, Implementation, Maintenance and Support for Mobile Wallet Services in Canara Bank.

13. Application Money:

13.1. This document can be downloaded from Bank's website <http://canarabank.com/english/announcements/tenders>. In that event, the bidders should pay the Application Fee of Rs. 29,500/-(non-refundable) (25,000/- Plus GST) for tender document by means of DD drawn on any scheduled Commercial Bank in favour of Canara Bank, payable at Bengaluru and submit the same along with Part A - Conformity to Eligibility Criteria.

13.2. Submission of the Application Money in other than "Part-A-Conformity to the Eligibility Criteria" is liable to be rejected on grounds of non-payment of the Application Money.

13.3. 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.

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

- 14.1. The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) of Rs.5,00,000/- (Rupees Five Lakhs Only) by way of Demand Draft drawn on any Scheduled Commercial Bank in India in favour of Canara Bank, payable at Bengaluru and should be kept along with the Part-A - Conformity to Eligibility Criteria.
- 14.2. In Case the EMD is submitted in the form of Bank Guarantee the same should be valid for the minimum period of 6 months with additional claim period of 3 months from the last date for submission of offer. Bank at its discretion can demand for extension for the validity of EMD. The format for submission of EMD in the form of Bank Guarantee is as per Appendix-D.
- 14.3. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Canara Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). The format for submission of EMD in the form of Bank Guarantee is as per Appendix-D. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be rejected summarily
- 14.4. Submission of EMD in other than Part A-Conformity to Eligibility Criteria Envelope is liable to be rejected on grounds of non submission of EMD.
- 14.5. The EMD of the Bidders not qualified under Technical Proposal will be returned within 15 days after opening the Commercial Bid of the Technically Qualified Bidders. The EMD of Technically Qualified bidders will be returned upon the selected bidder accepting the order and furnishing the Performance Bank Guarantee.
- 14.6. The EMD may be forfeited/ Bank Guarantee may be invoked:
 - 14.6.1. If the bidder withdraws or amends the bid during the period of bid validity specified in this document.
 - 14.6.2. If the selected bidder fails to accept the purchase order within 7 days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the RFP.

15. Software Version:

- 15.1. The bidder should ensure usage of latest licensed software with proper update/patches and their subcomponents as has been sought in the technical/functional requirements. The Offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of Software Version of the items offered. Please note that substituting required information by just software name is not enough. Bidder should not quote software items which are impending End of Life/End of Support.
- 15.2. The bidder to describe:
 - 15.2.1. The process of new version releases and the application of service packs
 - 15.2.2. The quality assurance/testing processes to follow to determine whether an upgrade or custom modification is suitable for release.
 - 15.2.3. The process by which opportunities for system enhancements are identified, screened, programmed, field-tested and released.
 - 15.2.4. Whether the upgrade methodology includes a tracking system not only to report on the status of the upgrade, but also to record problems and bugs.



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. Erasures or Alterations:

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

18. 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.

19. Submission of Bids:

19.1. 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.

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

Last Date of submission of Bid	Day	Time	Venue
20/07/2018	Friday	Up to 3.00 PM	Canara Bank, First Floor, DIT Wing-HO (Annex), Naveen Complex, 14 M G Road, Bengaluru 560001.

19.3. If the last day of submission of bids is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the last day for submission of the RFP. The Bid/s which is/are deposited after the said date and time shall not be considered.

19.4. Bids sent through post/courier will not be accepted/evaluated. Bids should be deposited in the Tender Box.

19.5. If the envelopes, including the outer envelope is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid's misplacement or premature opening.

19.6. The following officials will facilitate in bid related queries and make arrangements for deposit of bid documents.

First Official	Alternate Official
Mr. G S V Babu	Mr. K S Satyanarayana



Senior Manager Canara Bank APM Group, DIT Wing, First Floor, Naveen Complex, 14 M G Road, Bengaluru - 560 001. Tel - 080 25590070	Assistant General Manager Canara Bank APM Group, DIT Wing Naveen Complex, 14 M G Road, Bengaluru - 560 001. Tel - 080 25590832
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19.7. In case bid documents are too bulky to be placed inside the tender box, arrangements will be made by the above mentioned officials to receive the tender. However, bidder should reach the venue before the date and time stipulated as per above clause 19.2.

20. Bid Opening:

20.1. 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
20/07/2018	Friday	3.30PM	Canara Bank, Second Floor, Conference Hall, DIT Wing-HO (Annex), Naveen Complex, 14 M G Road, Bengaluru 560001.

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

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

20.2. 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.

20.3. 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.

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

20.4.1. Name of the Bidders.

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

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

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

20.6. 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.

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



C. SELECTION OF BIDDER

21. Preliminary Scrutiny:

- 21.1. The Bank will scrutinise the Bid/s received to determine whether they are complete in all respects as per the requirement of RFP, whether the documents have been properly signed, whether items are offered as per RFP requirements and whether technical documentation as required to evaluate the offer has been submitted.
- 21.2. Prior to detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the bidding document. Substantial responsiveness means that the bid conforms to all terms and conditions, scope of work and technical specifications and bidding document is submitted without any deviations.

22. Clarification of Offers:

- 22.1. 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.
- 22.2. 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.

23. Evaluation of Bid:

- 23.1. 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 Annexure-3 of RFP. The Part B-Technical Proposal of only those bidders who qualified in Part A- Conformity to Eligibility Criteria, will be opened with due communication by the Bank. The Commercial Bid of only those bidders who qualified in Part B-Technical Proposal will be reckoned for evaluation purpose.
- 23.2. Evaluation of Part-A will be done for documents submitted as per Appendix-A. Evaluation of Part-B will be done for documents submitted as per Appendix-B.
- 23.3. The Bid will be evaluated by a Committee of officers of the Bank. If warranted, the Bank may engage the services of external consultants for evaluation of the bid. It is Bank's discretion to decide at the relevant point of time.

24. Technical Evaluation Criteria:

- 24.1. The Bidder has to submit detailed responses to each of the evaluation criteria along with documentary proofs as specified there against Annexure-10, 11, 12, and 13 of the RFP.
- 24.2. Based on the scoring matrix as per ANNEXURE-13, each Bidder will be given certain marks. Only those Bidders scoring 85% (85 marks out of 100) or above in the technical evaluation criteria-scoring matrix and fulfilling the Technical Specification will be short-listed for commercial evaluation.

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

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

undertaken before opening of the Commercial Bids of the technically qualified responsive Bidders.

- 25.2. Bidders are further required to be in preparedness to demonstrate the proposed solution by arranging for product walk-through at their own installations/principals/ R&D labs duly meeting the specific requirements/issues raised by the Bank. As a part of the technical evaluation the Bank may at its discretion, request either all bidders or any of them to arrange for the demonstration of their product more than once if felt necessary before commercial evaluation.
- 25.3. The Bank at its discretion may call for providing of Proof of Concept (PoC) of proposed solution at the site mutually agreed.
- 25.4. Bidders should arrange for visits to the reference sites wherein the product is successfully implemented by them. The bidder shall take necessary permission from the site owner and demonstrate the features and performance to the Bank at their own cost. The Bank may require onsite reference visit or a Telephonic conversation with the concerned.
- 25.5. 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.
- 25.6. 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 request all the technically shortlisted bidders to re-submit the technical and Commercial Bids once again for scrutiny. The resubmissions can be requested by the Bank in the following manner;

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 in the 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 qualified bidders at each stage on the basis of evaluation of Part A-Conformity to Eligibility Criteria, Part - B Technical Proposal and Part C-Commercial Bid. The names of qualified bidders at each stage would be announced on the Notice Board/Bank's website (i.e. www.canarabank.com). Commercial Bids of only technical qualified bidders shall be opened. Final list of the bidders (L1, L2, L3....etc) will



be announced as indicated above. No separate intimation will be sent to successful Bidder.

28. Determination of L1 Bidder:

- 28.1. L1 Bidder will be determined after giving effect to arithmetical correction, if any.
- 28.2. The L-1 bidder will be determined on the basis of the lowest percentage of Revenue Sharing for Merchant Transactions (Gross Sharing) quoted in the Bill of Material Submitted in Part C-Commercial Bid.
- 28.3. Canara Bank reserves the right to reject any or all proposals. Similarly, it reserves the right not to include any bidder in the final short-list.
- 28.4. The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves the right to obtain revised commercial from the bidders with regard to change in RFP clauses. The Bank reserves the right to accept any bid in whole or in part.

29. Bid Validity Period:

The Offer submitted and the % 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.

30. Proposal Ownership:

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

31. Project Ownership:

- 31.1. 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 Selection of Vendor for Supply, Integration, Implementation, Maintenance and Support for Mobile Wallet Services in Canara Bank which are relevant to this RFP.
- 31.2. 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.
- 31.3. The Bidder also has to submit a certificate/Letter from OEM that the proposed Hardware, OS, any other related software and the solution offered by the bidder to the Bank are correct, viable, technically feasible for implementation and the solution will work without any hassles.

32. Acceptance of Offer:

- 32.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.



- 32.2. The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.
- 32.3. The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender the RFP with or without modifications. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.
- 32.4. 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.

33. Award of Contract:

- 33.1. The Bidder who is L1 as per above clause no. 28 will be referred to as the selected bidder and Bank will notify the name of the selected bidder by display in the Notice Board of the Bank.
- 33.2. The contract shall, be awarded and the order shall be placed on selected L1 Bidder. Bank may release the order either in Full or in part or place more than one order towards the contract based on project plan.
- 33.3. The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the bidder.
- 33.4. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.
- 33.5. The Shortlisted bidder/s will be required to supply the solution along with the hardware to various branches / Offices of the Bank at the rates not higher than the agreed rate finalized under this RFP.

34. Government of India Guidelines On Purchase Preference:

34.1. 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

34.1.1. This MSEs should have registered with :

- 34.1.1.1. District Industries Centres or
- 34.1.1.2. Khadi Village Industries Commission or
- 34.1.1.3. Khadi & Village Industries Board or
- 34.1.1.4. Coir Board or National Small Industries Corporation or
- 34.1.1.5. Directorate of Handicrafts & Handloom or
- 34.1.1.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.

34.1.2. 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.

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

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

Out of the 20% annual target from MSE, a sub-target of 20% [i.e. 4% out of 20%] shall be earmarked for procurement from MSE owned by SC or ST entrepreneurs.

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

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

34.1.7. MSEs shall have basic required qualification under eligibility criteria specified in the RFP and the above Policy will be applicable to those qualifying Bidders only.

34.2. The Eligible MSEs who intend to match the L1 Price (ultimately decided by the Bank) shall indicate the willingness to match the L1 Price within 6 working days from the date of communication from the Bank to avail the purchase preference.

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

35. Co-operation with the Service Provider

The Bidder, who is awarded the order under this tender, should co-operate with Bank's Service Provider or any other agency which has been entrusted with or involved in the work like M/s Oracle Financial Services Software Ltd. (M/s OFSS), M/s IBM India Pvt. Ltd., M/s Financial Software Service (M/s FSS) etc.

D. TERMS AND STIPULATIONS.

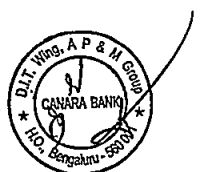
36. Effective Date:

36.1. The effective date shall be date of acceptance of the order by the selected bidder. However, the bidder shall submit the acceptance of the order within seven days from the date of receipt of order. The Bank reserves the right to consider the late acceptance of the order, if any, at its discretion.

36.2. Failure to accept the order within seven days from the date of receipt of the order, makes the EMD liable for forfeiture at the discretion of the Bank. Thereafter the Bank shall be at liberty to proceed with procurement from the other Bidders within the purview of the same RFP by calling for fresh commercial quotes from the bidders. In such an event, the initially selected bidder stands disqualified for further participating in the subject Bid.

37. Project Execution:

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



38. Security Deposit / Performance Bank Guarantee:

- 38.1. The selected bidder should submit a Security Deposit / Performance Guarantee for Rs.30 lacs (Rupees Thirty Lakhs only), within 15 days from the date of acceptance of the Order.
- 38.2. If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above, penalty at Rs.10,000/- (Plus GST) for each completed calendar week of delay or part thereof on the cost of the order will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 2 Lakhs (Plus GST).
- 38.3. Security Deposit should be submitted by way of DD drawn on Canara Bank payable at Bengaluru OR 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.
- 38.4. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Canara Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). The format for submission of Security Deposit / Performance Guarantee in the form of Bank Guarantee is as per Appendix-E. Any bank guarantee submitted in physical mode, including Security Deposit / Performance Guarantee which cannot be verifiable through SFMS will be rejected summarily.
- 38.5. Security Deposit/Performance Bank Guarantee should be valid for 5 years and shall be retained till the completion of contract period. The guarantee should also contain a claim period of Three months from the last date of validity.
- 38.6. The selected bidder will 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.
- 38.7. The security deposit / bank guarantee will be returned to the bidder on completion of Contract Period.
- 38.8. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete the obligations under this RFP. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.

39. Execution of Agreement.

- 39.1. Within 21 days from the date of acceptance of the Order, the selected bidders individually shall sign a stamped "Contract Agreement/Service Level Agreement" with the Bank. Failure to execute the Contract Agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected Bidder/s.
- 39.2. The Contract Agreement shall include all terms, conditions and specifications of RFP and also the Bill of Material and Price, as agreed finally after Bid evaluation and negotiation.
- 39.3. The SLA requirements are as under:-
- 39.3.1. Availability of services for Solution including Hardware & Software Items on a 24x7x365 basis
- 39.3.2. Completion of integration within 75 days for Mobile Wallet Service Solution from date of purchase order.

39.4. 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.

40. Implementation, Integration, Migration and Commissioning:

40.1. Bank shall provide the address and contact details for delivery of Solution & related items while placing the order.

40.2. Delivery of Solution & related Hardware Cloud Infrastructure & Software Items should be within 45 days from the date of acceptance of the Purchase Order.

40.3. Non-compliance of the above delivery clause 40.2 will result in imposing penalty at Rs.10,000/-(Plus GST)for each completed calendar week of delay or part thereof.The total penalty under this clause shall be restricted to 2 Lakhs (Plus GST).

40.4. The successful bidder should ensure installation, configuration and commissioning of the delivered Solution & related Hardware & Software Items and complete all the works specified in the Scope of Work at the bank branch/office within 30 days from the date of delivery of the solution.

40.5. Non-compliance of the above installation, configuration and commissioning clause 40.4 will result in imposing penalty at Rs.50,000/- (Plus GST)for each completed calendar week of delay or part thereof. The total penalty under this clause shall be restricted to 5 Lakhs (Plus GST).

40.6. The Installation will be deemed as incomplete if any component of the solution is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank after acceptance testing/ examination. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted and the warranty period will not commence. The installation will be accepted only after complete commissioning of hardware.

40.7. The installation, configuration and commissioning will be deemed as incomplete if any features of the solution is not integrated and not functioning properly.

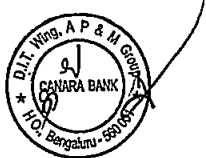
40.8. Commissioning of the hardware and Installation & Integration of Solution will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this Tender.

40.9. Mobile Wallet Service Solution should be complete in all nature as specified in Scope of Work and Technical Specification of the RFP.

40.10. After completion of installation, configuration and commissioning (Integration) Bank will communicate to the Selected Bidder to conduct Proof of Concept (POC) for Mobile Wallet ServiceSolution at the delivered location. In this connection Bidder has to complete the process of Proof of Concept within 30 days after the date of communication from the Bank. On the successful completion of POC, Bank will monitor the solution and will ask for the required changes /modifications (if any) for 30 days and before giving the user Acceptance Test.

41. Information System Security:

Considering the information to be handled by the IT, security of systems is very critical for this project. Bidder should take adequate security measures to ensure confidentiality, integrity and availability of the information. The selected bidder will have to establish all the necessary procedures/infrastructure/technology /personnel to ensure the Information System Security as per the guidelines prescribed by RBI and the policies of the Bank. Bidder could undertake source code audit, VAPT, configuration, and security architecture version etc. and submit clean report and suitable undertaking letter.



42. Acceptance:

Bank will evaluate the offered Solution implemented by the bidder, if during the implementation period, the Solution experiences no failures and functions according to the requirements of the RFP, as determined by the Bank; the Solution shall be considered accepted by the Bank and the project will be considered deemed signed-off.

43. Uptime:

43.1. Solution along with the Hardware & Software Items must have 99.90% uptime and should be available on 24x7x365 basis.

43.2. The "Uptime" is, for calculation purposes, equals to the Total contracted minutes in a month less Downtime. The "Downtime" is the time between the Time of Report by the Bank and Time of Restoration within the contracted minutes, i.e. Total contracted minutes is 60 minutes per hour 24 hours a day and 30 days a month. "Failure" is the condition that renders the bank unable to perform any of the defined functions of Mobile Wallet Service. "Restoration" is the condition when the selected bidder demonstrates that the Mobile Wallet Service is in working order and the Bank acknowledges the same.

43.3. The Downtime calculated shall not include any failure due to Bank/ Non-availability of Network and down time during the time of preventive maintenance activity and Force Majeure. However bidder shall inform the Bank 7 days in advance before doing preventive maintenance or pre-planned activity.

43.4. The percentage uptime is calculated on monthly basis (24 hours a day):

(Total contracted minutes in a month-downtime minutes within contracted minutes in a month)

_____ x 100

Total contracted minutes in a month

43.5. Log book shall be maintained for recording details such as date and time of failure, nature of failure, time of reporting, time of restoration, details of repair, acknowledgement by the bank that the failure is rectified, signature of both bidder and bank, etc. Log book shall also be maintained for recording failure.

43.6. If the bidder fails to maintain guaranteed uptime of 99.90% and Mobile Wallet Services are down for more than 15 minutes continuously, for this type of each instance the Bank shall impose a penalty of Rs.10,000/- subject to the maximum amount of Rs.50,000/- per month. Any reputation risk/loss/claim made by the customers must be deducted from the security deposit/payment, if any .

43.7. If the uptime is below 95%, the Bank shall have full right to terminate the contract under this RFP or AMC, if contracted. The right of termination shall be in addition to the penalty as mentioned above. Uptime will be calculated on monthly basis.

43.8. In case of down time due to faults in Hardware Items supplied by the bidder during Warranty and AMC period, the bidder shall ensure to provide equivalent standby equipment before taking the faulty equipment for repair.

44. Penalties/Liquidated Damages:

44.1. Penalty for Downtime of Solution including Hardware

If Mobile Wallet Services are down for more than 15 minutes continuously, for this type of each instance, Bank will impose a penalty of Rs. 10,000/- subject to the Maximum amount of Rs.50,000/- per month.



- 44.2. The penalty shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Orders.
- 44.3. Periodic maintenance of infrastructure during odd hours after giving notice to wallet users and the Bank will be excluded from such calculation of penalty, provided such downtime will not exceed 1 Hour per month.
- 44.4. All the above penalties are independent of each other and are applicable separately and concurrently.
- 44.5. Penalty and LD is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the selected bidder to prove that the delay is attributable to the Bank and Force Majeure.
- 45. Order Cancellation/Termination of Contract:**
- 45.1. The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:
- 45.1.1. Delay in delivery beyond the specified period for implementation.
- 45.1.2. Serious discrepancies noted in the items implemented.
- 45.1.3. Breaches in the terms and conditions of the Order.
- 45.2. The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances:
- 45.2.1. Non submission of acceptance of order within 7 days of order.
- 45.2.2. Excessive delay in execution of order placed by the Bank.
- 45.2.3. The selected bidder commits a breach of any of the terms and conditions of the bid.
- 45.2.4. The bidder goes in to liquidation voluntarily or otherwise.
- 45.2.5. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
- 45.2.6. The progress made by the selected bidder is found to be unsatisfactory.
- 45.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- 45.3. Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services during contract period.
- 45.4. In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days prior notice to the bidder.
- 45.5. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.



45.6. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract.

45.7. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

46. Local Support:

46.1. Bidder has to provide Online / Offsite Technical and Operational Support for contract period from the date of acceptance of the solution by the Bank.

46.2. Technical/operation support should be provided onsite/offsite on 24x7x365 basis. However, if the problem is not resolved through online/offsite, onsite support should be provided.

46.3. Bidder has to ensure that installation, upgradation, integration, updation, releases, patches are done onsite at Bank's premises during Contract period (if contracted).

47. Information System Security:

Considering the information to be handled by the IT, security of systems is very critical for this project. Bidder should take adequate security measures to ensure confidentiality, integrity and availability of the information. The selected bidder will have to establish all the necessary procedures/infrastructure/technology /personnel to ensure the Information System Security as per the guidelines prescribed by RBI and the policies of the Bank.

48. Source Code Escrow during contract Period:

48.1. The Bidder shall inform the Bank about the software if any developed by the Bidder/anyone supplying through the bidder, and customized to the requirements of the Bank.

48.2. The Bidder will place the Source Code (and the procedures necessary to build the source into executable form) along-with flow diagrams and technical write up for the Software, within agreeable days of implementation in escrow with a reputable agency acceptable to both the parties. The modalities of the versions to be kept etc., can be finalized at the time of lodging the software for escrow.

48.3. The escrow will be released to the Bank in the event of the Contract being terminated for either default or Insolvency of the Bidder or should be Bidder cease, or give notice of intention to cease to provide maintenance or technical support services for the software as required by the contract. The release will be effected by the agent within 15 days of receipt of written demand from the purchase therefore.

48.4. The cost of verification of the software payable to Escrow Agent and annual subscription fee shall be payable by the owner of the software meaning that Bank shall not be liable to pay any amount to Escrow Agent taking from verification to its annual subscription to updation fee.

49. Training:

The training is important and integral part of this project. The Bidder would provide comprehensive training to the officers/ officials nominated by the Bank covering the following:

49.1. The Bidder shall provide a detailed operations and maintenance manual for use of the staff / merchants including training the Bank's personnel

- 49.2. Data Base/Network Infrastructure Used.
- 49.3. Backup and restore.
- 49.4. Trouble shooting.
- 49.5. Uploading the apps to respective stores.

50. Mean Time Between Failures (MTBF):

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

51. Defect liability:

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

52. 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.

53. Interface to Core Host /Switch:

53.1. It shall be the sole responsibility of the Bidder to comply with all statutory and regulatory provisions when undertaking the services mentioned in this tender.

53.2. It is bidder's responsibility to provide the interface to the Bank's Server for Mobile Wallet Services Solution. Bidder should expose API's for all functionalities which are consumed by our proposed application.

54. Compliance with Statutory and Regulatory Provisions:

It shall be the sole responsibility of the Bidder to comply with all statutory and regulatory provisions when undertaking the services mentioned in this tender.

E. GENERAL CONDITIONS:

55. Intellectual Property Rights:

55.1. Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. The bidder should ensure that the Hardware and Software supplied to the Bank shall not infringe the third party intellectual property rights, if any. The bidder has to ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as bidder.

55.2. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of



the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution.

55.3. The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.

55.4. The bidder acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Hardware/Software.

56. Roles & Responsibility during Project Implementation

56.1. All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning maintenance during contract period etc., shall be provided by the Bidder at no extra cost to the Bank for completing the scope of work as per this RFP.

56.2. The selected Bidder shall take all steps to ensure safety of Bidder's and the Bank's personnel during execution of the contract and also be liable for any consequences due to omission or act of the selected bidder or theirs sub-bidders.

56.3. In case of any damage of Bank's property during execution of the work is attributable to the bidder, bidder has to replace the damaged property at his own cost.

56.4. The selected bidder has to execute an Undertaking of Authenticity for Hardware/Software items as per Annexure-14.

57. Indemnity:

57.1. The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities(including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:

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

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

57.2. The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Solution supplied by them.

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



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

57.2.3. All Employees engaged by the Bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.

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

58. Inspection of Records:

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

59. Assignment:

59.1. The vendors shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's prior written consent.

59.2. If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Vendor under this RFP.

60. Publicity:

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

61. Insurance:

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

62. Guarantees:

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

63. Confidentiality and Non-Disclosure

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

the confidential information. The bidder shall furnish an undertaking as given in Annexure-8.

63.2. No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.

64. Amendments to Purchase Order:

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

65. Amendments to the Agreement:

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

66. General Order Terms:

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

67. 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.

68. Responsibility for Completeness:

68.1. The bidder shall ensure that the Solution provided [Hardware/Software etc] meets all the technical and functional requirements as envisaged in the scope of the RFP.

68.2. The bidder shall deliver, install the equipment and port the software, arrange for user level demo at bidder's cost as per accepted time schedules. The bidder is liable for penalties levied by Bank for any deviation in this regard. The bidder shall provide for all drivers/software required to install, customize and test the system without any further charge, expense and cost to Bank.

68.3. The Bidder shall be responsible for any discrepancies, errors and omissions or other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the bank or not. The bidder shall take all corrective measures arising out of discrepancies, error and omission other information as mentioned above within the time schedule and without extra cost to the Bank.

69. Responsibilities of the Bidder:

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

- 69.1. The Bidder has arrived at the Percentage for revenue sharing in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition.
- 69.2. The Percentage for revenue sharing in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
- 69.3. No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- 69.4. Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with CANARA BANK. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.
- 69.5. The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all software and hardware to be supplied in response to this RFP shall meet the requirement of the solution proposed by the Bidder. The Bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfill all the terms and conditions of this RFP.

70. Force Majeure:

- 70.1. The bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.
- 70.2. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation.
- 70.3. In the event of any such intervening Force Majeure, the Bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the Bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

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

71. Corrupt and Fraudulent Practices

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

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

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

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

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

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

71.7. Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, Bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.

71.8. The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for supply, installation and maintenance of Wallet Services.

72. Adoption of Integrity Pact:

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

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

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



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

Sri. Dilip Mavinkurve, Email:dilipmav@gmail.com	Sri. Hari Santosh Kumar Email:hsantoshkumar50@gmail.com
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73. Social Media Policy:

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

74. Resolution of Disputes:

All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days notice in writing to the other party clearly setting out there-in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration shall be Bengaluru, INDIA.

75. Modification/Cancellation of RFP:

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

76. Responsibilities of Selected Bidder

76.1. The Selected bidder has to inform change in the management of the company, if any, to the Bank within 30 days from the date of such change during contract period.

76.2. The Bank will call for Audited Balance Sheet of the selected Bidder at any point of time during contract period and the selected Bidder shall provide the same.

76.3. The selected bidder shall submit updated Escalation Matrix for the product/services on a Half-Yearly basis as at the end of 31st March and 30th September during contract period.

77. Human Resource Requirement:

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

77.1. The Bidder shall provide a contingent of well trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc. as part of the solution/service.

77.2. The Bidder shall confirm that every person deployed by them on the project has been vetted through a third-party background check prior to their engagement. The Bidder shall manage the activities of its personnel or others engaged in the project, etc. and shall be accountable for all the personnel deployed/engaged in the project.

77.3. In case the performance of the Bidder/their CSP/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, The Bidder shall have to replace the said person within the time limits stipulated by the Bank. Where the Bidder fails to comply with the Bank's request, the Bank may replace the said person or their agents/employees on its own.

77.4. No right to employment in the Bank shall accrue or arise to the employees or agents of the Bidder, by virtue of engagement of employees, agents, etc. of The Bidder for any assignment under this project. It is further clarified that the arrangement herein with the Bidder is a contract for service.

77.5. The Bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for all critical activities.

77.6. The Bidder shall extend all of the outsourced banking and financial services by deploying such personal that have high integrity and meet the qualifications and other criteria stipulated by the Reserve Bank of India , Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time ,as per the provisions of Minimum Wages Act 1948.

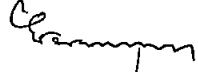
78. Legal Disputes and Jurisdiction of the court:

78.1. The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation or enforce the

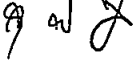


performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

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



GENERAL MANAGER (IT) & CIO



Annexure-1

Checklist

SUB: RFP for Selection of Vendor for Supply, Integration, Implementation, Maintenance and Support for Mobile Wallet Services in Canara Bank.

Ref: Your RFP 05/2018-19 dated 29/06/2018

Sl. No.	Particulars	Vendor Response [Yes/No]
a.	Whether Cost of the Tender document (Demand Draft payable at Bengaluru) is submitted along with the Part A-Conformity to Eligibility Criteria?	
b.	Whether EMD / Bank guarantee Submitted in the Part A- Conformity to Eligibility Criteria?	
c.	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?	
d.	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?	
e.	Whether Call log in Procedure, Preventive and Break down/Corrective Maintenance is provided?	
f.	Whether address of Office on which order has to be placed is indicated in Annexure-4	
g.	Whether ensured that, the Hardware/Software Items quoted for Mobile Wallet Services are not impending End of Life.	
h.	Whether ensured that, the separately sealed envelopes containing Part A-Conformity to Eligibility Criteria, Part B-Technical Proposal and Part-C Commercial Bid for Selection of Vendor for Supply, Integration, Implementation, Maintenance and Support for Mobile Wallet Services in Canara Bank in our Bank are placed and sealed in another big envelope super scribed as per RFP instructions. The Name of the Bidder and Due date of the RFP is specified on the top of the envelope.	
i.	Whether ensured Indexing of all Documents submitted with page numbers?	
j.	Whether replica of Bill of material (<u>Masked Bill of material</u>) as per Bill of Material is submitted in Part-B Technical Proposal.	
k.	Whether Pre Contract Integrity Pact as per as per Appendix-G has been submitted?	

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

Checked for accuracy

Date

Signature with seal

Name :

Designation :



Annexure-2
Bid Covering Letter Format

Reference No:

Date:

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

Dear Sir,

SUB: RFP for Selection of Vendor for Supply, Integration, Implementation, Maintenance and Support for Mobile Wallet Services in Canara Bank.

Ref: Your RFP 05/2018-19 dated 29/06/2018

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

If our offer is accepted, we undertake to complete delivery, Installation, Integration, Commissioning and Maintenance of solution as per timelines mentioned in the RFP for each ordered locations.

If our offer is accepted, we undertake to provide Technical consultancy / Service support / Guidance for the solution supplied as per the above referred RFP, during contract period. We enclose a Demand Draft /Bank Guarantee in lieu of EMD for Rs. 5,00,000/- in favour of Canara Bank as EMD.

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

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

Date

Signature with seal

Name :

Designation :



Annexure-3
Eligibility Criteria Declaration

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

SUB: RFP for Selection of Vendor for Supply, Integration, Implementation, Maintenance and Support for Mobile Wallet Services in Canara Bank.
Ref: Your RFP 05/2018-19 dated 29/06/2018

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

Sl. No.	Eligibility Criteria	Documents to be submitted with Part A-Confirmity to Eligibility Criteria	Bidder's Response and Documents Submitted
a)	The bidder should be registered as a company in India as per Company Act 1956 and should have been in operation for a period of at least 2 year as on the date of RFP.	Bidder has to submit copies of Memorandum, Articles of Association, Certificate of Incorporation, Certificate of Commencement of Business in case of Limited Company and Details of Directors	
b)	Must have been in wallet operations for a minimum of 2 years	Bidder has to submit Self-declaration to this effect. & Bidder has to submit Google/Apple/Windows Downloads report	
c)	Bidder must have Mobile Digital Wallet services deployed/available in Google/Apple stores on their own or partnership with at least one single entity with a customer/user base of 5 Million as on the date of the RFP.	Bidder has to submit the copy of the report sent to RBI.	
d)	Bidder should have a positive networth as on 31/03/2018 and Bidder should also have Turnover of Rs.10 crores each year for the last to financial year (i.e. 2016-17 and 2017-18).	Audited balance Sheet for last 2 Years (i.e. 2016-17 and 2017-18). In case Balance sheet of 2017-18 is not audited as on the Date of Submission of Bid. Bidder has to submit Certificate from Chartered Accountant/Balance Sheet for 2017-18 duly signed by Chartered Accountant.	
e)	The Bidder should submit the certificate that the solution complies to RBI guidelines of a) Latest Policy Guidelines on Issuance and Operation of Pre-Paid	Bidder has to submit a self-declaration to this effect.	

	Payment Instruments in India issued by RBI (DPSS.CO.PD.No.1164 / 02.14.006 / 2017-18 dated 11.10.2017). b) Latest Master Circular - Mobile Banking transactions in India - Operative Guidelines for Banks issued by RBI.		
f)	Bidders' solution should have minimum active merchant base of 2.5 lacs.	Bidder has to submit the Self-Certification to this effect.	
g)	Bidder should have own payment gateway or should have tie-up with payment gateway service provider.	Bidder has to submit the necessary proof for having its own payment gateway. In case of tie-up agreement copy has to be provided between Payment Gat	
h)	Bidder Should not be in competing business as that of the bank	Bidder has to submit the Self-Certification to this effect.	
i)	Primary line of business should be wallet services.	Bidder has to submit the Self-Certification to this effect.	
j)	Bidder should not have been black listed in last 5 years by the Government / Government agency / Banks / Financial Institutions in India in the past. An undertaking to this effect must be submitted in their letter head.	The bidder shall provide self-declaration to this effect.	
k)	No single shareholder should have stake more than 35% in the company.	Bidder has to submit the Shareholding pattern of the company.	

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

Date

Signature with seal

Name :

Designation :



Annexure-4

Bidder's Profile

SUB: RFP for Selection of Vendor for Supply, Integration, Implementation, Maintenance and Support for Mobile Wallet Services in Canara Bank.

Ref: Your RFP 05/2018-19 dated 29/06/2018

Sl. No.	Particulars	Details
a)	Name of the Company	
b)	Name of the OEM	
c)	Constitution	
d)	Date of Establishment/Incorporation	
e)	Address of Corporate Office	
	Address of the Registered Office	
	On which Office Order to be placed on (Registered Office/Corporate Office) ?	
f)	Telephone No	
	FAX No (if available)	
	E-mail Address	
	Website	
g)	Turnover:	
	2014-2015	
	2015-2016	
	2016-2017	
h)	Net worth as on 31/03/2017	
i)	Domestic Customer Base (Number of Clients similar Solution were supplied and installed in India)	
j)	Service Net Work (Number of Service Centers in)	



<p>k)</p>	<p>Our PAN number for Income Tax is _____.</p> <p>We are registered with the GST authorities and our registration numbers are as follows.</p> <p>GST Registration Number is _____.</p> <p><u>Our Bank Details</u></p> <p>Name and Style of Bank Account</p> <p>Name of the Bank and Branch address</p> <p>Account Number</p> <p>RTGS / NEFT Code</p>	
<p>l)</p>	<p>Please indicate whether any bankruptcy / winding up proceedings initiated against the bidder or its tie-up partner at any point in time?</p> <p><u>Whether any of the accounts of the bidder has been declared as NPA by any Bank/Financial Institutions</u></p>	
<p>m)</p>	<p>Total Mobile Wallet Services Project implemented in Banking sector in India.</p> <p>Copy of the related purchase orders to be enclosed for justification</p>	

Date

Signature with seal

Name :

Designation :



Annexure-5

Service Support Details

SUB: RFP for Selection of Vendor for Supply, Integration, Implementation, Maintenance and Support for Mobile Wallet Services in Canara Bank.

Ref: Your RFP 05/2018-19 dated 29/06/2018

Sl. No.	Location	Postal Address	Mobile No.	Landline No	Email-ID	No. of Engineers/ Service Staff
1.	Bengaluru					
2.	Mumbai					
3.	Delhi					
4.	others					
5.	..					
6.	..					
7.	..					

Date

Signature with seal

Name :

Designation :



Annexure-6
Authorization Letter Format

(To be presented by the authorized person at the time of Opening of Part A-Confirmito to Eligibility Criteria/Part B-Technical Proposal / Part C-Commercial Bid on the letter head of Bidder and should be signed by an Authorised Signatory with Name and Seal of the Company)

Ref No:

Date:

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

Dear Sir,

SUB: RFP for Selection of Vendor for Supply, Integration, Implementation, Maintenance and Support for Mobile Wallet Services in Canara Bank.

Ref: Your RFP 05/2018-19 dated 29/06/2018

This has reference to your above RFP.

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

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name & Designation of Authorizing Authority

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



Annexure-7

Reference Letter Format

SUB: RFP for Selection of Vendor for Supply, Integration, Implementation, Maintenance and Support for Mobile Wallet Services in Canara Bank.

Ref: Your RFP 05/2018-19 dated 29/06/2018

Name of the Bidder _____

Reference Letter Format

Sl. No.	Name of Implementation/Client	
1.	Details of successful installation of Mobile Wallet Services:	
2.	Bank's Contact details: Name Designation Mobile Number Email	
3.	The solution is running successfully from. (Date)	

(Enclose necessary documentary proof)

Date

Signature with seal

Name :

Designation :



Non-Disclosure Agreement

SUB: RFP for Selection of Vendor for Supply, Integration, Implementation, Maintenance and Support for Mobile Wallet Services in Canara Bank.

Ref: Your RFP 05/2018-19 dated 29/06/2018

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

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

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

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

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

Date

Signature with seal

Name :

Designation :



Annexure-9
Technical Bid Covering Letter Format

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

SUB: RFP for Selection of Vendor for Supply, Integration, Implementation, Maintenance and Support for Mobile Wallet Services in Canara Bank.
Ref: Your RFP 05/2018-19 dated 29/06/2018

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

Sl. No.	Particulars	Details to be furnished by the Bidder
a.	Technical specification as per Annexure-10	
b.	Name of the Bidder	
c.	E-mail address of contact persons	
d.	Details of: Description of business and business background Service profile & Client profile	
e.	Approach and methodology for the proposed scope of work along with illustrative deliverables.	
f.	Details of inputs/requirements required by the bidder to execute this assignment.	
g.	Conformity to the obtaining of various certificates/bench mark testing standards for the items quoted to meet the intent of the RFP	
h.	Conformity regarding back to back arrangements with third party hardware software for providing continuous and un-interrupted support to meet SLA obligations as per RFP Terms.	

Declaration:

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

Date

Signature with seal

Name :

Designation :



Annexure-10

Technical Requirements for Mobile Wallet Services

SUB: RFP for Selection of Vendor for Supply, Integration, Implementation, Maintenance and Support for Mobile Wallet Services in Canara Bank.

Ref: Your RFP 05/2018-19 dated 29/06/2018

Note:

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

A. Certification/Compliance/Regulatory/Hardware/SDK Requirements:

Sl. No.	Parameter	Type	Compliance (Yes/No)	Remark/ Reference
a.	The Bidder should have the ability to provide a Mobile Wallet Application for IOS/Android/Windows and MIS/reconciliation reports & Dispute Management System/settlement system, dashboard etc. The solution should have the capability to integrate with Mobile Banking app of the Bank (hybrid/naïve).	Mandatory		
b.	The proposed solution should be able to adhere to functionalities as per scope of work.	Mandatory		
c.	The proposed solution should support Cloud and App based and browser based access.	Mandatory		
d.	The proposed solution should be customised as per bank requirement with Bank logo and theme.	Mandatory		
e.	The Bidder would deploy its own human resource for all the aforementioned activities. The vendor shall deploy adequately skilled manpower resources to complete the job within the specified time.	Mandatory		
f.	Bidders to assist Bank in submit compliance certificates to auditors, regulators as per the frequency set for product offered. The solution offered shall have features to detect any AML / KYC violations as prescribed by regulatory authorities. Should have an online real-time fraud detection and monitoring mechanism built into the system. Bidder must ensure that transactions conducted through Mobile Digital Wallet are strictly in line with RBI/ MOF/ IBA/ NPCI guidelines.	Mandatory		



g.	The bidder should be able to customise the mobile wallet application as per RBI Guidelines, if and when RBI Guidelines for Interoperability of Mobile Wallets is published	Mandatory		
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B. Functional Requirements:

Sl. No.	Parameter	Type	Compliance (Yes/No)	Remark/Reference
1.	Authorizing the transactions only if wallet is valid and having sufficient Balance for payment	Mandatory		
2.	Ability to Integrate with selected Merchants proposed by the Bank	Mandatory		
3.	Transaction refund to Wallet for Failed Transaction immediately or on T+1 basis.	Mandatory		
4.	Referral Handling:- To give reward points etc	Nice to have		
5.	Customers to receive customised offers from various merchants based on past transaction history through wallet	Nice to have		
6.	Option to Redeem various exclusive offers and deals including online/offline merchants but not limited to travel , entertainment and shopping	Nice to have		
7.	Send exclusive offers to Canara Bank customers via email /SMS. Content and SMS messages to be approved by Bank before each campaign.	Nice to have		
8.	FOR promotional messages: -The Mobile number/Email ID for promotional messages to be shared to Banks Existing Vendor. This vendor can invoice the selected Wallet Solution Bidder as per the rate already agreed to Bank.	Mandatory		
9.	Provide exclusive offers to Canara Bank customers via displays, standees and statement inserts and posters at ATM/Branch and through social media channels	Nice to have		
10.	TIPS Handling if used at Hotels	Nice to have		
11.	Change password / PIN option	Mandatory		
12.	Forgot PIN option	Mandatory		
13.	Ability to run multiple applications like Payments, loyalty, Gift card etc. without affecting other applications data.	Mandatory		
14.	Ability to support multiple merchants in a same application	Mandatory		
15.	Capability of providing applications to detect and report: <ol style="list-style-type: none"> 1. Failed Transaction 2. Exception handling mechanisms 3. Missing Transaction 4. Sending reversal to un-successful transactions 5. To reject suspected transactions 6. MIS & Reconciliation Reports 7. Dispute Management 8. Reconciliation process to be enabled by the bidder using automated tools/software 	Mandatory		

	<p>9. Web Interface to attach at Merchant's Online Portals</p> <p>10. Capability of providing Mobile App / SMS / web-based API solution for Complaint logging, MIS, transaction history/ details etc.</p> <p>11. Alerts on various exceptions/system enhancements/ version change</p> <p>12. Block listing of wallets in case of suspicious or fraudulent activities/transactions</p>			
16.	Capability to send SMS/Push Notification for Success/Failed Transaction and Offers available	Mandatory		
17.	Certification for all services.	Mandatory		
18.	Security Certification like VAPT, Cyber Security audit by Cert-In empanelled auditors, IS Audit by third party audit, Source code audit by reputed third party auditors have to be carried out at the cost of the bidder, necessary rectifications have to be made at the cost of the bidder and reports/certificates have to be submitted to the Bank. Also data leakage if any to be monitored for immediate corrective action. Necessary industry standards like PCI-DSS are to be strictly complied.	Mandatory		
19.	Self ticketing/redressal mechanism for any grievances reported by user/bank within a stipulated time window	Mandatory		
20.	Provision to partnering with Google/Facebook/Instagram/Whatsapp etc.	Mandatory		
21.	Auto reconciliation process to be enabled by the bidder using tools/software.	Mandatory		
22.	Necessary arrangement for monitoring / Block listing of suspicious transactions/customers.	Mandatory		
23.	Bidder should share the detailed MIS report which contains transaction details, commission earned and commission shared with the Bank for each transaction.	Mandatory		
24.	The bidder should provide custom notification facility in the wallet solution for sending the promotional messages on Bank's products to the customers.	Mandatory		

C. Technical Requirements:

Sl. No.	Parameter	Type	Compliance (Yes/No)	Remark/ Reference
1.	Capability for interfacing with Banks system like CBS thru RESTFul/SOAP APIs or ISO 8583.	Mandatory		
2.	Capability to enable system to send emails out to the beneficiary and remitter using SMTP e-mail gateway.	Mandatory		
3.	Auto reversal with appropriate status	Mandatory		
4.	Hardware/network infrastructure specification to be shared	Mandatory		
5.	Support minimum 10000 concurrent users and at least 2 lakh transactions per day (to be scalable)	Mandatory		

Date

Signature with seal

Name :

Designation :



Annexure-11
Scope of Work

SUB: RFP for Selection of Vendor for Supply, Integration, Implementation, Maintenance and Support for Mobile Wallet Services in Canara Bank.

Ref: Your RFP 05/2018-19 dated 29/06/2018

Sl. No.	Parameter	Type	Compliance (Yes/No)	Remark/ Reference
1.	Capable of making in-store payments in medical shops, retail shops, canteens, salary payments, labour payments, etc.	Nice to have		
2.	Online Shopping and Purchases Make payments Merchants across India (eg: Big Bazaar, Food Bazaar, Big Basket, Dominos, Croma, Pantaloons, E-Zone, Vishal Mega Mart, Central, Myntra, Mast Kalandar, Burger King, Jabongetc)	Mandatory		
3.	Utility & Other Bill Payments like a. Gas b. Electricity c. Water d. Landline e. Broadband Internet f. Other Bills like (DTH, Data card, Insurance)	Mandatory		
4.	Recharge prepaid mobile connections & pay Postpaid bills	Mandatory		
5.	Pay Petrol Bills	Mandatory		
6.	Pay Bills at Hospitals	Mandatory		
7.	Pay toll fees	Nice to have		
8.	Metro Recharge, RFID, Recharge for FRS tag	Nice to have		
9.	Send and receive Money between Wallets	Nice to have		
10.	GOLD, traffic challan, movie, bus, flight, hotel, fees collection for Institutions	Nice to have		
11.	i. Collect payment by Merchants by Push Payment Instruction to Customers ii. Pull Payments from customers by Merchants iii. Split Payment option eg: Split Bill Among a friends group	Nice to have		
12.	Ability to TOP-UP Wallet a. Top-up from Bank Accounts thru Net Banking /Debit Cards/IMPS/MasterPass etc. b. Should be compatible to introduce top-up through any other channels like UPI, introduced by regulators. c. Should be compatible to integrate & have interface with Banks Alternate Channels like ATM to allow withdrawal of money(NICE TO HAVE)	Mandatory		
	Capable for integrating/interfacing for Supporting of Fund Transfer to Bank Account holders through NEFT/IMPS/UPI etc	Nice to have		
13.	Any Bank Customer / Non - Bank customer can become a wallet customer by downloading the application from mobile store.	Mandatory		



14.	Product can be used by Bank Regular & FI customers.	Nice to have		
15.	System shall have capability to configure & manage cash back, loyalty points and redemption features, introduction of special offers during festival times by way of configuration of new variant products, spend through wallet measurement.	Mandatory		
16.	Solution shall support various financial transactions like: money remittance, merchant payments, bill payments, ticketing, mobile recharge / DTH top-up, salary payments etc.	Mandatory		
17.	Product shall have integration facility with Chain stores for which merchant registration, payment origination (pull), payment confirmation, payment receive (customer pushed transaction) features shall be available.	Nice to have		
18.	E-commerce sites viz. Flipkart, SnapDeal, Amazon, Paytm, etc., shall be available.	Nice to have		
19.	Capability to integrate with Utility bill payments aggregators viz. Billdesk, SBI ePay, Paytm, PayU, tapzo etc.	Mandatory		
20.	Product shall have adequate safety features for customers to mitigate risks.	Mandatory		
21.	Support to maintain customer management, wallet management, limits (by bank for customers, Customer shall also be able to define limits within overall limits set by Bank) maintenance and access control, transaction rules engine, reporting framework, etc.	Mandatory		
22.	Shall have Wallet TOP-Up from any Bank accounts through Alternate Channels like UPI/mobile banking/net banking/debit and credit cards/ATM	Mandatory		
23.	It shall also have features to introduce wallet to wallet (within Bank), wallet to other Bank (as and when such feature permissible from regulatory authorities).	Mandatory		
24.	Seamless funds transfers to other Bank customers through existing channels like UPI, NEFT/RTGS, IMPS.	Mandatory		
25.	ESCROW ACCOUNT to be mandatorily maintained at Canara Bank. Single Credit Entries to be posted daily	Mandatory		
26.	Capability to Integrate with mVISA/mPASS/Bharat QR/UPI QR in future	Nice to have		
27.	Whatever changes the bidder carries out in the Wallet solution owned by them, the same should be carried out in the wallet solution given to the Bank at no extra cost & time delay and after the approval from Bank.	Mandatory		
28.	Capability to Integrate with Banks Payment Gateway in future	Mandatory		
29.	Available in Bi-lingual(English and Hindi Languages.)	Mandatory		
30.	Mobile Wallet Solution preferably have following options also: a. Preferably in all vernacular Languages. b. QR code based Transaction c. NFC payment d. Near By Alert Mechanism, where in customers of the solution get an alert of the nearby Merchants using this solution e. Push Notification	Mandatory		



	f. E-commerce site to sell Canara bank products/other products g. Provision to have a tie-up/MoU/Partnership with leading market players like Facebook, etc., proposed by the bank.			
31.	Have a tie-ups with educational institutions/universities which maintain their account with Canara Bank for the payment of fees	Nice to have		
32.	Capability to integrate with Bank's BBPS solution	Mandatory		
33.	Solution to support interoperability guidelines as per clause 18 of RBI Master Direction on Issuance and Operation of Pre-Paid Payment Instruments in India (DPSS.CO.PD.No.1164 / 02.14.006 / 2017-18 dated 11.10.2017	Mandatory		

Date

Signature with seal

Name :

Designation :



Regulatory and Security Requirement

SUB: RFP for Selection of Vendor for Supply, Integration, Implementation, Maintenance and Support for Mobile Wallet Services in Canara Bank.

Ref: Your RFP 05/2018-19 dated 29/06/2018

Sl. No.	Particulars	Document to be submitted
1.	Bidder Should be ready to sign a contract agreement for at least 5 years from the date of Contract Agreement	Consent to be taken
2.	Once the contract Period is completed, Bank May either renew the contract or may go for fresh RFP to select a vendor. If the contract is not renewed, Bidder should enable smooth Migration of Data as per Bank's requirement	Bidder should give declaration to this effect in Contract Agreement
3.	During the contract period Bidder should be compliant to RBI/Government/Any regulatory guidelines/Payment & Settlement Systems Act 2007/ Information Technology Act 2000	Bidder should give declaration to this effect.
4.	Software should be readily available meeting 90% the technical/functional requirement specified in this doc	Technical Compatibility and Functional Specification report to be submitted
5.	Bidder should provide an end-to-end solution with MIS & Reconciliation reports and Dispute Management System as per Banks requirement.	Compliance report
6.	The solution should be a fully secured & certified/audited/compliant software	a. App Scan Report b. Audit Report c. Certificate of compliance d. Security Audit Report e. Industry standards like PCI-DSS. f. Cloud infrastructure security architecture review g. IIS/OS Configuration Audit
7.	The ESCROW account of the solution to be maintained at Canara Bank Branch.	Declaration from Bidder
8.	The bidder should provide professional, objective and impartial advice at all times and hold the Bank's interest paramount and should observe the highest standard of ethics, values, and code of conduct, honesty and integrity while executing the assignment	Declaration
9.	Bidder shall test the solution and confirm the compatibility with different versions/size of mobile devices	Test doc and certificate
10.	Bidder shall help in closing the IS Audit remarks by Bank's Internal Audit Team	Declaration
11.	The bidder should be the beneficial owner of the solution, who complies with the laws and guidelines in India for a PPI	License copy and other relevant documentary proof

All the above points in Annexure B, C Annexure-10, Annexure-11 and Annexure-12 are compulsory and the bidders who satisfy the above requirements will be considered for next level of evaluation. Bank selects the vendor based on the points covered in C.

Date

Signature with seal
Name :



Designation :
Annexure-13

Scoring Matrix

SUB: RFP for Selection of Vendor for Supply, Integration, Implementation, Maintenance and Support for Mobile Wallet Services in Canara Bank.

Ref: Your RFP 05/2018-19 dated 29/06/2018

Sl. No.	Criteria	Evaluation Parameters	Max Marks	Documents submitted
1.	Annual Turnover during each last three financial years (i.e. 2012-13, 2013-14, 2014-15) Bidder has to provide Audited Balance Sheet for the last three financial years (i.e. 2014-15, 2015-16, 2016-17)	Up to 10 Crores	2	
		More than 10 Crores and less than 25 Crores	4	
		More than 25 Crores and less than 50 Crores	8	
		More than 50 Crores	10	
2.	Existing Subscription of Mobile Wallet	Up to 5 Million	2	
		6 to 10 Million	4	
		11-20 Million	6	
		21-30 Million	8	
		31-40 Million	10	
3.	Existing Merchant base	Up to 2.5 lacs	4	
		2.5 to 5 lacs	6	
		More than 5 lacs	8	
4.	Google/Apple/Windows Store rating of Existing Wallet Solution provided by Bidder	Up to 3.5	5	
		3.6 to 4	10	
		4.1 to 4.5	15	
		4.6 to 5	25	
5.	Bill payment Merchant Integration (no. of utility Bill +Fee +Donation Payments,	Upto 50	2	
		51 to 100	5	
		101 to 200	10	
		Above 200	15	
6.	Online Shopping(e-Commerce) and other Merchant Integrations like Petrol bills, medical Bills , toll fees, food Bills etc	upto 500	5	
		501-1000	10	
		More than 1000	15	
7.	Ticket Booking Facilities	All Major BUSES Only	5	
		All Major BUSES and Railway	8	
		All Major BUSES, Flights and Railway	10	
8.	Technical Requirements for Mobile Wallet Services (Annexure 10) & Scope of Work (Annexure 11) - No. of parameters complied for 'Nice to have' compliance items	More than 2	1	
		More than 4	3	
		More than 6	5	
Total Marks			100	

Date

Signature with seal

Name :

Designation :



Undertaking of Authenticity for Selection of Vendor for Supply, Integration, Implementation, Maintenance and Support for Mobile Wallet Services in Canara Bank

SUB: RFP for Selection of Vendor for Supply, Integration, Implementation, Maintenance and Support for Mobile Wallet Services in Canara Bank.

Ref: Your RFP 05/2018-19 dated 29/06/2018

We hereby undertake that all the components/parts/assembly/software's used in the Mobile Wallet Services under the above like Hard Disk, Monitors, Memory etc shall be original new components /parts /assembly /software only from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of Licensed Operating System/Software if asked for by you in the purchase order the same shall be supplied along with the authorized license certificate (e.g. Product Keys on Certification of Authenticity in case of Microsoft Window Operating System/Software) and also that it shall be sourced from the authorized source (e.g. Authorised Microsoft Channel in case of Microsoft Operating System).

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

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

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

Date

Signature with seal

Name :

Designation :



Annexure-15

Compliance Statement

SUB: RFP for Selection of Vendor for Supply, Integration, Implementation, Maintenance and Support for Mobile Wallet Services in Canara Bank.

Ref: Your RFP 05/2018-19 dated 29/06/2018

DECLARATION

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

Compliance	Compliance (Yes / No)	Remarks / Deviations
Terms and Conditions		
Technical Requirements for Mobile Wallet Services as per Annexure-10		
Scope of Work		

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

Date

Signature with seal

Name :

Designation :



Annexure-16Undertaking Letter Format

- a. We also confirm that in case of invocation of any Bank Guarantees submitted to the Bank, we will pay applicable GST on Bank Guarantee amount.
- b. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.
- c. We here by confirm to undertake the ownership of the subject RFP.
- d. We hereby undertake to provide necessary hardware with latest product and software with latest version and any third party licenses with latest version required for the implementation of the Solution. The charges for the above have been factored in Bill of Material (BOM), otherwise the Bid is liable for rejection. We also confirm that we have not changed the format of BOM.

Date

Signature with seal

Name :

Designation :



Escalation Matrix

SUB: RFP for Selection of Vendor for Supply, Integration, Implementation, Maintenance and Support for Mobile Wallet Services in Canara Bank.

Ref: Your RFP 05/2018-19 dated 29/06/2018

Name of the Company:

Implementation Related Issues:

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

Service Related Issues:

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

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

Date

Signature with seal

Name :

Designation :



Covering letter format for Commercial Bid

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

Reference No :

Date :

To

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

Dear Sir,

SUB: RFP for Selection of Vendor for Supply, Integration, Implementation, Maintenance and Support for Mobile Wallet Services in Canara Bank.

Ref: Your RFP 05/2018-19 dated 29/06/2018

We thank you for providing us an opportunity to participate in the subject RFP. Please find our commercial offer as per Annexure-19-Bill of Material format of the subject RFP along with this covering letter.

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

Date

Signature with seal

Name :

Designation :



Annexure- 19
Bill of Material

SUB: RFP for Selection of Vendor for Supply, Integration, Implementation, Maintenance and Support for Mobile Wallet Services in Canara Bank.
Ref: Your RFP 05/2018-19 dated 29/06/2018

Notes

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

Revenue Sharing Basis

Particulars	% Sharing
Revenue Sharing for Merchant Transactions (Gross Sharing)- Bidder's share *Rest of the share has to be Bank's share	

Undertaking

- i. Bill of material is submitted on the letter head and is signed by an Authorised Signatory with Name and Seal of the Company.
- ii. We confirm that we have gone through RFP clauses, subsequent amendments and replies to pre-bid queries (if any) and abide by the same.
- iii. We have not changed the structure of the format nor added any extra items. We note that any such alternation will lead to rejection of Bid.
- iv. We agree that no counter condition/assumption in response to commercial bid will be accepted by the Bank. Bank has a right to reject such bid.
- v. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.

Date

Signature with seal

Name :

Designation :



Appendix -A

Instructions to be noted while preparing/submitting Part A- Conformity to Eligibility Criteria

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

- 1) Index of all the documents submitted with page numbers.
- 2) Cost of Tender document by way of DD payable at Bengaluru.
- 3) Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD.
- 4) Power of Attorney / Authorisation letter signed by the Competent Authority with the seal of the bidder's company / firm in the name of the person signing the tender documents.
- 5) Checklist as per Annexure-1.
- 6) Bid Covering letter as per Annexure-2.
- 7) Eligibility Criteria declaration as per Annexure-3 with documentary proof in support of the Eligibility Criteria.
- 8) Bidder's Profile as per Annexure-4.
- 9) Service Support Details as per Annexure-5.
- 10) Reference Letter Format as per Annexure-7.
- 11) Non-Disclosure Agreement as per Annexure-8.
- 12) Signed Pre Contract Integrity Pact as per Appendix-G in non-judicial Stamp paper.
- 13) Write up on the Work Experience / Expertise of Selection of Vendor for Supply, Integration, Implementation, Maintenance and Support for Mobile Wallet Services in Canara Bank.
- 14) Bidder should have central help Desk available on 24x7x365 basis for support and compliant booking. Details of the Help Desk phone no. & email ID has to be provided.



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

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

- 1) Index of all the document submitted with page numbers.
- 2) Technical Bid Covering Letter as per Annexure-9.
- 3) Compliance to Technical Requirements for Mobile Wallet Services should be complete with all columns filled in as per Annexure-10.
- 4) Compliance to Scope of Work as per Annexure-11.
- 5) Regulatory and Security Requirement as per Annexure-12.
- 6) Scoring Matrix along with the required documents as per Annexure-13.
- 7) Undertaking of Authenticity for Selection of Vendor for Supply, Integration, Implementation, Maintenance and Support for Mobile Wallet Services in Canara Bank as per Annexure-14.
- 8) Compliance Statement as per Annexure-15.
- 9) Undertaking Letter as per Annexure-16.
- 10) Escalation Matrix as per Annexure-17.
- 11) Masked bill of Material as per Annexure-19.
- 12) 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.)
- 13) 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. (Bidder to give the above undertaking in their letter head)
- 14) Technical Documentation (Product Brochures, leaflets, manuals, drawings).
- 15) A detailed list of the other Infrastructure required and any other precautions to be undertaken should be given in detail along with the Technical Proposal.
- 16) Compliance to RBI Master Directions and any amendments (if any) on Issuance and Operation of PPIsDPSS.CO.PD.No.1164/02.14.006/2017-18 dated 11.10.2017.

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

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

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

- 1) Bidder's Covering letter as per Annexure-18.
- 2) Bill of Materials as per Annexure-19.



Appendix -D

Bank Guarantee Format for Earnest Money Deposit

To : The Deputy General Manager,
Canara Bank,
DIT Wing, Head Office,
Naveen Complex, 14 M G Road
BENGALURU

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

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

THE CONDITIONS of this obligation are:

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

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

Notwithstanding anything contained herein

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

Dated _____ day of _____ 2018.

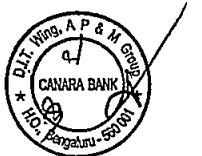
(SIGNATURE & SEAL OF THE BANK)

This Bank guarantee should be confirmed through SFMS by the issuing Bank and the details are as follows

Name of the Bank: Canara Bank

Name of the Branch : DIT Wing

IFSC Code: CNRB0000007



Appendix-E

Proforma 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,
DIT Wing, Head Office,
Naveen Complex, 14 M G Road
BENGALURU

WHEREAS (Name and address of M/s XXXX Ltd (hereinafter referred to as "the CONTRACTOR") has undertaken to supply, transportation, transit insurance, local delivery and installation insurance up to Acceptance by the bank, Acceptance testing and also includes documentation, warranty, annual maintenance, if contracted, and training or demo of your personnel related to Selection of Vendor for Supply, Integration, Implementation, Maintenance and Support for Mobile Wallet Services in Canara Bank 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 uncancelled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.



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

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

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

Notwithstanding anything contained herein

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

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

Dated this _____ day of _____ 2018.

For and on behalf of

_____ BRANCH MANAGER SEAL ADDRESS PLACE

This Bank guarantee should be confirmed through SFMS by the issuing Bank and the details are as follows

Name of the Bank: Canara Bank

Name of the Branch : DIT Wing

IFSC Code: CNRB0000007



Format for Sending Pre-Bid Queries

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



(This has to be submitted in the non-judicial Stamp Paper)

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 _____, Deputy General Manager, DIT Wing, HO, Bengaluru representing Canara Bank, 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/Equiprnt/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 therefor.



- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
 - iv. To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of (Name of the Bank/Financial Institution) while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER /CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER .
 - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.
 - vi. To cancel all or any other contracts with the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
 - vii. To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - viii. To recover all sums paid in violation of this Pact by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.
 - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, the same shall not be opened.
 - x. Forfeiture of The Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
 - xi. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
- 7.2. The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 7.3. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/SELLER/ CONTRACTOR shall be final and conclusive on the BIDDER/SELLER /CONTRACTOR. However, the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

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

9. INDEPENDENT EXTERNAL MONITORS

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

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

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

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

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

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

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

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

10. FACILITATION OF INVESTIGATION

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

11. LAW AND PLACE OF JURISDICTION

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

12. OTHER LEGAL ACTIONS

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

13. VALIDITY

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

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

14. The parties hereby sign this Integrity Pact at on

BUYER

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER / AUTHORISED SIGNATORY

Designation

Name of Wing

Canara Bank

Witness

Witness

1)

1)

2)

2)

