



## REQUEST FOR PROPOSAL

FOR

**“SUPPLY, IMPLEMENTATION AND SUPPORT FOR  
E-TDS CENTRALIZATION APPLICATION SOFTWARE  
SOLUTION**

IN

**CANARA BANK**

Issued by: Canara Bank,  
AP&M Group, 1<sup>st</sup> Floor,  
DIT Wing, Naveen Complex,  
14, MG Road, Bengaluru -560001  
Phone No - 080-25590070,25584873  
Email Id - [hoditapm@canarabank.com](mailto:hoditapm@canarabank.com)



Bid Details in Brief

| Sl. No.  | Description  | Details   |
|--|--|---|
| 1.   | RFP No. and Date   | RFP 06/2018-19 dated 21/07/2018   |
| 2.   | Brief Description of the RFP   | Supply, Implementation and Support for e-TDS Centralization Application Software Solution in Canara Bank.   |
| 3.   | Bank's Address for Communication and Submission of Tender                                      | Deputy General Manager<br>Canara Bank, AP&M Group,<br>1st Floor, DIT Wing, HO (Annex) Naveen Complex, 14 MG Road, Bengaluru -560 001  |
|  |  | Tel - 080-25590070,25584033<br>Fax- 080-25596539<br>Email: <a href="mailto:hoditapm@canarabank.com">hoditapm@canarabank.com</a><br>Senior Manager, Asset Procurement & Management Group |
| 4.   | Date of Issue  | 21/07/2018, Saturday  |
| 5.   | Last Date of Submission of Queries for Pre Bid Meeting   | 30/07/2018, Monday, 3.00 PM   |
| 6.   | Date of Pre Bid Meeting  | 31/07/2018, Tuesday, 3.00 PM  |
| 7.   | Last Date of Submission of Bids  | 13/08/2018, Monday upto 3.00 PM   |
| 8.   | Date and time of Opening of Part A- Conformity to Eligibility Criteria.                        | 13/08/2018, Monday, 3.30 PM   |
| 9.   | Date and time opening of Technical Bid Part-B/Indicative price/Commercial bid/ Reverse Auction | Will be intimated at a later date.  |
| 10.  | Application Fees (Not Refundable)  | Rs.11,800/- (10000 Application Money and 18% GST)   |
| 11.  | Earnest Money Deposit(Refundable)  | Rs.1,50,000/-   |
| <p>This document can be downloaded from Bank's website <a href="http://canarabank.com/english/announcements/tenders">http://canarabank.com/english/announcements/tenders</a>. 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. 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.

The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. This RFP document prepared by Canara Bank should not be reused or copied or used either partially or fully in any form.

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.  | AMC     | Annual Maintenance Contract                                      |
| 2.  | ATS     | Annual Technical Support   |
| 3.  | BG      | Bank Guarantee   |
| 4.  | BOM     | Bill of Material   |
| 5.  | CBT     | Computer Based Training Tutorial                                 |
| 6.  | CD      | Course Director  |
| 7.  | DD      | Demand Draft   |
| 8.  | DIT     | Department of Information Technology                             |
| 9.  | EMD     | Earnest Money Deposit  |
| 10. | FTP     | File Transfer Protocol   |
| 11. | HO      | Head Office  |
| 12. | HTTP    | Hyper Text Transfer Protocol                                     |
| 13. | HTTPS   | Hyper Text Transfer Protocol Secure                              |
| 14. | ISDN    | Integrated Services Digital Network                              |
| 15. | LAN     | Local Area Network   |
| 16. | LD      | Liquidated Damage  |
| 17. | LST     | Local Service Tax  |
| 18. | MAF     | Manufacturer Authorisation Form                                  |
| 19. | MSME    | Micro Small & Medium Enterprises                                 |
| 20. | NEFT    | National Electronic Funds Transfer                               |
| 21. | NI Act  | Negotiable Instruments Act                                       |
| 22. | OEM     | Original Equipment Manufacturer                                  |
| 23. | OSO/OSD | Original Software Owner/Developer                                |
| 24. | OS      | Operating System   |
| 25. | PERT    | Project Execution and Review Technique                           |
| 26. | RFP     | Request For Proposal [Inlertalia the term 'Tender' is also used] |
| 27. | RTGS    | Real Time Gross Settlement                                       |
| 28. | SME     | Subject Matter Expert  |



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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 6200 Branches, 118 Regional Offices and 21 Circle 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 Supply, Implementation and Support for e-TDS Centralization Application Software Solution in Canara Bank.
- 2.3. 'Bidder' means a vendor submitting the proposal in response to RFP.
- 2.4. 'Solution' means Supply, Implementation and Support for e-TDS Centralization Application Software Solution 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 successful bidder after conclusion of the bidding process using a Quality and cost based selection, subject to compliance to all the Terms and Conditions of the RFP, etc.

### 3. About RFP:

Bank intends to procure e-TDS Centralization Application Software Solution by selecting a vendor for Supply, Implementation and Support for e-TDS Centralization Application Software Solution in Canara Bank. In this connection, Bank invites online offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for Supply, Implementation and Support for e-TDS Centralization Application Software Solution in Canara Bank as per the Terms and Conditions, Technical Specifications and Scope of Work described elsewhere in this document.

### 4. Objective:

The Bank proposes to procure e-TDS Centralization Application Software Solution through this RFP. The software should also give solutions for processing and uploading of various Income Tax returns like Form 61, Form 61A, Form 61B, SFT, 15G/H etc. centrally as per terms and conditions, Technical specifications and scope of work described elsewhere in the document.

### 5. Eligibility Criteria:

- 5.1. A vendor submitting the proposal in response to this RFP shall hereinafter be referred to as 'Bidder' and Supply, Implementation and Support for e-TDS Centralization Application Software Solution in Canara Bank shall hereinafter be referred as "Solution".

5.2. Interested Bidders, who can Supply, Implement, and Maintain the Solution and meeting the Eligibility Criteria as per Annexure-3 may respond.

**6. Participation Methodology:**

- 6.1. In this tender only Original Software Owner/Developer (OSO/OSD) can bid their item/product.
- 6.2. The OSO/OSD should provide the product updates (including management software updates and new product feature releases) within 30 days of release/announcement, the OSO/OSD should assume complete responsibility and provide the same to the bank at no additional cost to the bank and shall directly install the updates and any new product releases at the Bank's premises.

**7. Requirement Details:**

7.1. Bank invites online offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid (Indicative)') for Supply, Implementation and Support for e-TDS Centralization Application Software Solution in Canara Bank as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document. The brief description of Proposed Solution is furnished in following table:

| Sl. No. | Item Details  | Description                       |
|---------|---|-----------------------------------|
| a.      | e-TDS Centralization Application Software Solution as per Annexure-10 | One year Warranty and 3 years ATS |

- 7.2. Detailed functional requirement for e-TDS Centralization Application Software Solution is furnished in Annexure-10.
- 7.3. Bidder has to provide/implement changes as required in the Income Tax as and when announced/notified by the Governments/regulatory authorities and as per Regulatory requirements at no extra cost to the Bank.
- 7.4. The software solution to be provided to the Bank will be utilized for all the branches/offices irrespective of the number of branches/offices and include the branches/offices that will be opened and irrespective of the PAN numbers.

**8. Scope of Work:**

- 8.1. The Selected bidder has to provide WEB based TDS solution in the Bank Data Centre & DR Site, including importing of Data from existing Core Banking and other TDS source applications.
- 8.2. The selected bidder has to host the required software in the existing hardware available for TDS compliances. The requisite licenses if needed will be provided based on the requirements and the selected Bidder will be responsible for installation and hosting the offered solution flawlessly on the said Hardware.
- 8.3. The selected bidder will provide complete end to end solution for DATA validation as per Income tax requirements till filing of Form 26Q and Form 15G/H including filing in various TAN centrally, filing of Form 24Q and Form 27Q centrally under head office TAN and filing of Form 15CC, Form 26QAA, Form 61, Form 61A and Form 61B centrally in the Income tax Reporting Portal.





- 8.4. The Selected Bidder should update the system then and there as per the schema released by the Income tax department for any changes and modification effected by the department and notifications issued by the department without any additional cost.
- 8.5. The Selected Bidder has to provide various reports then and there as required by the Income tax Department and by the Bank for MIS purpose without any additional cost. The report generation utility for such reports should be provided front end.
- 8.6. The Selected Bidder should handle the DATA as extracted by the Bank. Selected bidder has to coordinate with ETT Section, Head Office for required DATA and validate the DATA as per requirement of IT Act for the above returns.
- 8.7. Separate Challans should be generated according to nature of payment.
- 8.8. The Selected Bidder should provide Reconciliation of payments made and TDS deducted by various applications of the Bank with that of balance outstanding in the respective accounts in CBS to be made.
- 8.9. The Selected Bidder should provide for creation of Branch and TDS Deductor master by importing data from the existing CBS/ HRMS/ Pension Payment application of the Bank and maintain the same i.e. Branch Master, Customer Master, TDS Master, Employees data from salary package and Pensioners data from Pension server etc.
- 8.10. The Software should generate file for uploading the generated challan information for the payment of TDS amount as per their prescribed format. TDS remittance should be strictly within statutory time lines. Scalability of the application for centralized Challan payment from single location. Creation of Challan Payment Mechanism, updating CIN Nos./ generation of CIN No etc., for meeting the functional requirements.
- 8.11. The Selected Bidder should provide system for importing/ fetching the TDS return data from source system as per the format of the source system. System should also have mechanism to capture manual entry for third party payments data along with all the required validations, in case the data is not routed through the automated system. Facility to be provided for data integration for Form 24Q return from HRMS (salary data) and pension module.
- 8.12. The Selected Bidder should provide automated allocation of challans against the respective deductee records in E-TDS application as well as in Bank's source application systems.
- 8.13. The Selected Bidder should provide Validation of data as per Income Tax guidelines like Payment amount vis-à-vis TDS deducted, PAN Validation (including 20% in case of Non PAN cases), TAN validations, TDS rate verification including DTAA rates, validation of lower/nil TDS deduction certificates / tax residency certificates/ UINs, various "Flag" validations, 197 certificate validation and handling of 197 certificate rates and TDS as per requirement of Income tax Act and any other validations required in terms of Income tax guidelines in force and such validations should be available with suitable checks inbuilt in the system itself. Validate extracted data as per latest RPU/FVU prescribed by NSDL/TRACES and generate exception/error reports (if any) for making necessary correction by the branches/offices wherever needed.

- 8.14. Service Provider's utility should timely handle the adjustment of interest/ negative interest in CBS/ Pension recovery /Payment recoveries during challan generation and return filing.
- 8.15. The Selected Bidder should provide for Seamless filing of E-TDS returns for all specified TDS returns as per prevailing statutory Income Tax rules and guidelines currently 24Q, 26Q, 27Q, 15CC, 15G/15H declaration details, Form 61, Form 61A, Form 61B within the due dates and any future returns as and when introduced by Income Tax Department for all Branches/Offices/TANs of the Bank.
- 8.16. There should be mechanism in the software itself to tally the total interest paid/TDS deducted records as per Day book/Balance sheet of the Bank with proper reconciliation between 15G/H records, Government Accounts, interest paid less than Rs. 10,000/-(50000) for senior Citizen, TDS amount refunded, DTAA cases, NIL/exempted interest, 197 certificate cases.
- 8.17. The Selected Bidder should set up mechanism for identifying/ filing of revised/correction returns wherever applicable. Direct filing of Correction return to Income Tax e-filing system within the stipulated time as and when required by the bank and as per Income Tax guidelines and recommending corrections in the Bank's source application systems to minimize revised returns in future.
- 8.18. The Selected Bidder should provide for Centralized generation and downloading of Form 16 /16A from TRACES through Bank's intranet by Branch/ Circle Office / Head Office within the specified Income tax department timeframe and be made available to the branches/CO/HO immediately. Application should be capable of emailing downloaded Form 16/16A to the concerned deductee at their email id registered with the bank. Selected Bidder should be capable to maintain the database of all the downloaded Form 16/16A which can be accessed by branches subsequently.
- 8.19. Provision should be made for affixing Digital signature in various returns to be filed as per requirements of Regulatory Authorities and also in Form 16 and Form16A.
- 8.20. The Selected Bidder should facilitate Generating & emailing of E-TDS returns acknowledgments (Form 27A), success /Failure reports, reconciliation reports directly to the Branches / Circles/HO & centralized TDS cell. System should maintain history of these emailed reports in Database.
- 8.21. The vendor should upgrade and update its Application/utility from time to time to meet all requirements/ guidelines of Income Tax department regarding slabs of Income Tax, TDS thereon & maintenance of changes for File Validation Utility (FVU) within the stipulated time frame.
- 8.22. The Vendor's web application/utility should be available to branches/Offices through Bank's intranet only. However, for various online validations & online filing of returns, a link to the central server of TIN-NSDL/Traces/ CPC TDS site will have to be facilitated. Internet connection may be used by the vendor for specific purposes in consensus with the Bank's Information Security team. Application should have functionality of modification/ correction of records at branch level/Circle Level and related monitoring and reporting facility should be available at controlling office/Central level.

- 8.23. Functionality of trial run before final run should be available in the application for the E-TDS return filing and generation of MIS informing probable default cases along with recommended corrections in the Bank's source application systems to avoid future defaults.
- 8.24. The Selected Bidder should provide necessary MIS as per the Banks requirement from time to time and facilitate generation of reports Branch wise/ Regional Office wise/ Circle wise/Head Office Section/wing wise.
- 8.25. The Selected Bidder should provide for generation of the data required for compilation of Tax audit report and provide necessary modification as required by the TAX auditor without any additional cost.
- 8.26. The Vendor to provide suitable process capable of Web integration or otherwise with the authorized portals as per the requirements of Income Tax from time to time.
- 8.27. Form 15G/15H should be dealt with accuracy and in time, capable of filing return directly from the Application centrally installed at Bank level to Income tax e-filing site. Application should also be capable of filing Form 15G/15H return on single TAN or under selective about 40 TANs for Bank as a whole, necessary submission and other compliances related with Form 15G/15H.
- 8.28. Data validation for timely filing of Form 61 for Bank as a whole on the basis of data provided by the Bank related to Form 60.
- 8.29. Software solution should facilitate to centrally file return in Form 61A (Specified Financial Transactions) along with validations & Form 61B (Reporting under FATCA & CRS) based on the data captured from the Banks data source after its validation according to Income Tax Guidelines issued from Time to Time.
- 8.30. The vendor should assist the Bank to clear old outstanding defaults and ensuring NIL future TDS defaults by advising necessary rectifications in the Bank's applications systems, and also assist the Bank in changing database and processes to enable bank to surrender the TANs for Consolidation of TDS returns at Circle/Zone/Head Office level.
- 8.31. The vendor should provide for migration of DATA from existing software to the proposed TDS Software Solution.
- 8.32. The Vendor's web based application/utility should be able to generate audit logs as per Bank's requirements.
- 8.33. **GENERAL ASPECTS IN SCOPE:**
- 8.33.1. The selected vendor should provide required software and licenses, if any, including implementation / execution of the same within the stipulated time period.
- 8.33.2. The Selected Bidder should take care of all aspects of installation on existing setup, De-Installation, Configuration, Re-configuration, enhancements, updates, version upgrades, problem analysis, on - site, as well as off - site support to ensure smooth operations during and post implementation on perpetual basis.

- 8.33.3. The Selected Bidder will have to ensure the troubleshooting in all forms.
- 8.33.4. The Selected Bidder should provide Service Level Agreement (SLA) based services and the SLA tracking system as well as for maintaining operational workflow.
- 8.33.5. The scope of the services is to be provided for the Contract period for 4 years with Warranty period of one year and 3 years of AMC/ATS.
- 8.33.6. Time, being an essential feature of the contract, the selected vendor is expected to implement & install the systems in 4 weeks from the date of purchase order.

**8.34. Project Completion and Management:**

- 8.34.1. For smooth completion of the project the Bidder should identify one or two of its representatives at Bengaluru as a single point of contact for the Bank.
- 8.34.2. Project implementation team should be conversant with local rules and conditions to resolve the issues, if any.

**B. BID PROCESS**

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

- 9.1. The bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases seek clarification in writing in the same serial order of that of the RFP by mentioning the relevant page number and clause number of the RFP as per format provided under **Appendix-F**.
- 9.2. 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](mailto:hoditapm@canarabank.com) by the intending bidders before 03:00 PM on **30/07/2018 (Monday)**.
- 9.3. No queries will be entertained from the bidders after the above date and time.
- 9.4. The Bank will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's website ([www.canarabank.com](http://www.canarabank.com)) and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.
- 9.5. No oral or individual consultation will be entertained.



**10. Pre-Bid meeting:**

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

| Date       | Day     | Time   | Venue   |
|------------|---------|--------|---|
| 31/07/2018 | Tuesday | 3.00PM | Canara Bank, Conference Hall, II Floor, DIT Wing, HO(Annex), Naveen Complex, 14 M.G Road, Bengaluru 560001. |

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

10.3. Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.

10.4. Bank will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the Bidders in the meeting.

10.5. The Bank will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's website ([www.canarabank.com](http://www.canarabank.com)) and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.

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

**11. Amendment to Bidding Document:**

11.1. At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by amendment.

11.2. Notification of amendments will be made available on the Bank's website (i.e. [www.canarabank.com](http://www.canarabank.com)) and will be binding on all bidders and no separate communication will be issued in this regard.

11.3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for submission of Bids.

**12. Bid System Offer:**

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

12.1. **Part A- Conformity to Eligibility Criteria:** Indicating their compliance to Eligibility Criteria. The Instructions for submission of Conformity to Eligibility Criteria is as per Appendix-A.

12.2. **Part B-Technical Proposal:** Indicating the response to the Technical specification of Supply, Implementation and Support for e-TDS Centralization Application



Software Solution in Canara Bank. The instructions for submission of Technical Proposal are as per Appendix-B.

12.3. **Part C-Commercial Bid (Indicative):** Furnishing all relevant information as required as per Bill of Material as per Annexure-16.

12.4. Online Reverse Auction shall be conducted by the Bank to those bidders who qualify in the technical evaluation to determine L1, L2 Bidders.

**13. Preparation of Bids:**

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

13.1.1. The three parts as stated above, should be placed in three separate envelopes superscribed with 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid' respectively and properly closed and sealed. Thereafter, all the three envelopes shall be placed inside another envelope and properly closed and sealed. The final envelope should be superscribed as "Supply, Implementation and Support for e-TDS Centralization Application Software Solution in response to RFP 06/2018-19 dated 21/07/2018" (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 - 560 001.

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

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

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

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

13.2.2. The Conformity to Eligibility Criteria as per Annexure-3 among others must contain Demand Draft towards the Tender Fee as per the Clause-14, Pre Contract Signed Integrity Pact as per Appendix-G and EMD/ Bank Guarantee in lieu of EMD as per Appendix-D of this document.

13.2.3. The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for, as per Appendix-A.

13.2.4. After ensuring the above, it shall be submitted in the Bank's e-tendering service provider website.

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

- 13.3.1. Technical Proposal should be submitted as per the format in Appendix-B. Relevant technical details and documentation should be provided along with Technical Proposal.
- 13.3.2. It is mandatory to provide the technical details of the Solution required by the bank in the exact format of Annexure-10 of this tender.
- 13.3.3. The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.
- 13.3.4. If any part of the technical specification offered by the bidder is different from the specifications sought in our RFP, the bidder has to substantiate the same in detail the reason for their quoting a different specification than what is sought for, like higher version or non-availability of the specifications quoted by us, invariably to process the technical offer.
- 13.3.5. The Bank shall not allow / permit changes in the technical specifications once it is submitted.
- 13.3.6. The relevant product information, brand, and model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the Offer. Failure to submit this information along with the offer may result in disqualification.
- 13.3.7. The Technical Proposal should be complete in all respects and contain all information sought for, as per Appendix-B. The Part B-Technical Proposal should be complete and should cover all products and services.
- 13.3.8. After ensuring the above, it shall be submitted in the Bank's e-tendering service provider website.

**13.4. Part C-Commercial Bid (Indicative):**

- 13.4.1. Commercial Bid (Indicative) should be submitted as per the instruction in Appendix-C.
- 13.4.2. Commercial Bid (Indicative) shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. Bill of Material should give all relevant price information as per Annexure-16. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.
- 13.4.3. 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.
- 13.4.4. The Bill of Material must be attached in Technical Proposal as well as Commercial Bid (Indicative). The format will be identical for both Technical Proposal and Commercial Bid (Indicative), **except that the Technical Proposal should not contain any price information (with Prices masked)**. Any change in the Bill of Material format may render the bid liable for rejection.

- 13.4.5. Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- 13.4.6. Any change in the Bill of Material format may render the bid liable for rejection. The Commercial Bids (Indicative) that are incomplete or conditional are liable to be rejected.
- 13.4.7. The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank.
- 13.4.8. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as "PART C-Commercial Bid (Indicative) for RFP 06/2018-19 dated 21/07/2018 for Supply, Implementation and Support for e-TDS Centralization Application Software Solution in Canara Bank.

#### **14. Application Money:**

- 14.1. This document can be downloaded from Bank's website <http://canarabank.com/english/announcements/tenders>. In that event, the bidders should pay the Application Money of Rs.11,800/-(non-refundable) (10000/- 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.
- 14.2. Submission of the Application Money in other than "Part-A-Conformity to the Eligibility Criteria" is liable to be rejected on grounds of non-payment of the Application Money.
- 14.3. The Bidder shall bear all costs associated with the preparation and submission of the Bid and Bank will not be responsible for the costs, regardless of the conduct or outcome of the bidding process. The Bank is not liable for any cost incurred by the Bidder in replying to this RFP. It is also clarified that no binding relationship will exist between any of the respondents and the Bank until the execution of the contract.

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

- 15.1. The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) as specified in Bid Schedule by way of Demand Draft drawn on any Scheduled Commercial Bank in India in favour of Canara Bank, payable at Bengaluru and should submit the same as per Annexure-D.
- 15.2. In Case the EMD is submitted in the form of Bank Guarantee from any of the Scheduled Commercial Banks (other than Canara Bank), the same should be valid for the minimum period of 6 months with additional claim period of 3 months from the last date for submission of offer.  

The 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.
- 15.3. Submission of EMD after the due date mentioned in Bid Schedule is liable to be rejected on grounds of non-submission of EMD.
- 15.4. The EMD of the Bidders not qualified under evaluation of Part A-Conformity to Eligibility Criteria will be returned within 15 days after opening the Part B-





Technical Proposals. 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/ conducting Reverse Auction. The EMD of Technically Qualified bidders will be returned upon the selected bidder/s accepting the order/Letter of Intent(LOI) and furnishing the Performance Bank Guarantee.

15.5. The EMD may be forfeited/ Bank Guarantee may be invoked:

15.5.1. If the bidder/s withdraws or amends the bid during the period of bid validity specified in this document.

15.5.2. If the bidder/s fails to participate/quote the price in Online Reverse Auction or fails to login in Reverse auction process.

15.5.3. If the selected bidder fails to accept the purchase order / Letter of Intent (LOI) within 7 days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the RFP.

**16. Software Version:**

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

**17. Documentation:**

Technical information in the form of Brochures / Manuals / CD etc. of the most current and updated version available in English must be submitted online 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.

**18. Costs & Currency:**

The Offer must be made in Indian Rupees only as per Bill of Material (Annexure-16).

**19. 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.

**20. 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.

**21. Submission of Bids:**

- 21.1. 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.
- 21.2. 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   |
|--------------------------------|--------|--------------|---|
| 13/08/2018                     | Monday | Upto 3.00 PM | Canara Bank, First Floor, DIT Wing-HO (Annex), Naveen Complex, 14 M G Road, Bengaluru 560001. |

- 21.3. 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.
- 21.4. Bids sent through post/courier will not be accepted/evaluated. Bids should be deposited in the Tender Box.
- 21.5. 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.
- 21.6. The following officials will facilitate in bid related queries and make arrangements for deposit of bid documents.

| First Official  | Alternate Official  |
|---|---|
| <b>Mr. G S V Babu</b><br>Senior Manager<br>Canara Bank<br>APM Group, DIT Wing, First Floor,<br>Naveen Complex, 14 M G Road,<br>Bengaluru - 560 001.<br>Tel - 080 25590070 | <b>Mr. K S Satyanarayana</b><br>Assistant General Manager<br>Canara Bank<br>APM Group, DIT Wing<br>Naveen Complex, 14 M G Road,<br>Bengaluru - 560 001.<br>Tel - 080 25590832 |

- 21.7. 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 RFP. However, bidder should reach the venue before the date and time stipulated as per above clause 21.2.

**22. Bid Opening:**

- 22.1. 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   |
|------------|--------|---------|---|
| 13/08/2018 | Monday | 3.30 PM | 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: Authorization letter should be carried in person and shall not be placed inside in any of the bid covers.**

- 22.2. 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.
- 22.3. 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.
- 22.4. The following details will be announced at the time of bid opening.
- Name of the Bidders.
  - Presence or absence of cost of the Bidding document and Bid security.
  - Such other details as the Bank at its discretion may consider appropriate.
- 22.5. 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.
- 22.6. 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.
- 22.7. The Commercial Bid (Indicative) of only those bidders who are qualified in Part-B Technical Proposal will be opened for conducting Reverse Auction and for arriving at L1.

## **C. SELECTION OF BIDDER**

### **23. Preliminary Scrutiny:**

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

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

### **24. Clarification of Offers:**

24.1. 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.

- 24.2. The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. Bank's decision with regard to 'minor non-conformity' is final and the waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

**25. Evaluation of Bid:**

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

- 25.2. **Part A- Conformity to Eligibility Criteria:** The Part A- Conformity to Eligibility Criteria submitted by the bidder will be evaluated based on Annexure-3 of RFP and the documents submitted as per Appendix-A. 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.

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

- 25.3.1. The Part B- Technical Proposals submitted by the bidder will be evaluated for the documents submitted as per Appendix-B. The Part C- Commercial Bids (Indicative) of only those bidders who qualified in Part B- Technical Proposals, will be opened with due communication by the Bank.

- 25.3.2. 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.

- 25.3.3. The Technical Evaluation will be for Technical and Functional requirement as per Annexure-10 and scope of RFP.

- 25.3.4. Bidder should comply with all the Functionalities in the Technical Specification (Annexure-10) of this RFP.

- 25.3.5. Against each of the specifications under functional requirements there is a Bidder's response column (BR) where the bidder has 2 options viz., Y, N to indicate their response. The letters Y, N stands for Yes (Available), N (Not Available) respectively.

- 25.3.6. Presentation and Demonstration for the Modules will be an important input to understand quality of the Bidder's Capability and experience and other details furnished by the Bidder.

- 25.3.7. Bidder will be evaluated technically on the basis of marks obtained in Scoring Chart as mentioned as mentioned below.

| Scoring Chart |                             |               |
|---------------|-----------------------------|---------------|
| Sl. No.       | Evaluation Parameters       | Marks         |
| 1             | Standing of the company     | Max Marks (5) |
|               | 10 years and above          | 5             |
|               | More than 7 ; but < 10years | 3             |
|               | More than 5; but < 7 years  | 2             |



|   |  |                |
|---|--|----------------|
| 2 | Experience in TDS Centralization project in Banks other than cooperative Banks.  | Max Marks (20) |
|   | More than 10 assignments   | 20             |
|   | 7 to 10 assignments  | 12             |
|   | 3 to 6 assignments   | 7              |
|   | 2 to 3 assignments   | 3              |
| 3 | Approach, Methodology and work plan in the project.  | Max Marks (10) |
|   | Understanding the job  | 3              |
|   | Approach and Methodology   | 3              |
|   | Work plan  | 4              |
| 4 | Deliverables under the project   | Max Marks (15) |
|   | Detailed deliverables - based on the deliverables provided by the bidder to meet the requirements of the Bank and TDS compliance with in the time schedule   |                |
| 5 | Suitability of key resources & competency  | Max Marks (10) |
|   | Quality of key resources to be assigned to the project, relevant experience of the resources and Banking software knowledge and previous experience in implementation of centralized TDS software in the Banks.  | 5              |
|   | Competency: competency of the organization in various areas of technology and the different skill sets that the resources possess with their years of experience. The strength of the competency consists of architects, developers, business analysts and administrators and their experience in the areas of Software development and implementation in the Public sector banks in the areas related to TDS and other Tax & regulatory software. | 5              |
| 6 | Meeting of timelines/present stage of development of package for TDS   | Max Marks (10) |
| 7 | Presentation and evaluation of the entire project & Technical proposal   | Max Marks (30) |
|   | Total  | 100            |

25.3.8. Based on the evaluation as per ANNEXURE-10 and Clause 8 (scope of RFP) and Clause 25.3.7, each Bidder will be given certain marks. Only those Bidders scoring minimum 75% (75 marks out of 100) and fulfilling the Terms & Conditions will be declared as technically qualified bidders.

25.3.9. The Commercial Bid (Indicative) of only those technically qualified bidders alone shall be opened with due communication by the bank.

25.3.10. The decision of Bank in this regard shall be final and no correspondence shall be entertained.

25.4. Part C-Commercial Bid (Indicative): The Part C- Commercial Bid (Indicative) submitted by the bidder will be evaluated. However, for arriving at L1, Bank will conduct Reverse Auction as mentioned elsewhere in the RFP document.

25.5. Online Reverse Auction: Bank will conduct Reverse Auctions for arriving at L1/L2/L3...etc., with due communication.

**26. Bidders Presentation /Site Visits / Product Demonstration/POC:**

26.1. 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 (Indicative) of the technically qualified responsive Bidders.

26.2. 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.

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

26.4. 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.

26.5. 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.

26.6. 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.

**27. Normalization of Bids:**

27.1. 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 (Indicative) once again for scrutiny. The resubmissions can be requested by the Bank in the following manner;

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

OR

27.1.2. Revised submissions of the entire bid in the whole

27.2. 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.

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

**28. 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 (Indicative). The names of qualified bidders at each stage would be announced on the Bank's Notice Board / Bank's website (i.e. [www.canarabank.com](http://www.canarabank.com)) of the Bank. After conducting the Online Reverse Auction, the final list of the bidders (L1, L2, L3 etc.) will be announced as indicated above. No separate intimation will be sent to successful Bidder.

**29. Correction of Error in Commercial Bid (Indicative):**

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

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

**30. Determination of L1 Price:**

30.1. The L-1 bidder will be determined on the basis of the lowest price quoted in the Reverse Auction. The Reverse Auction would be conducted for Total Cost of ownership given in Bill of Material (indicative) as per Annexure-16 of RFP or in a manner described in Appendix-H. Business Rules and Terms & Conditions of Reverse Auction are detailed in Appendix-H.

**30.2. Online Reverse Auction:**

- 30.2.1. Bidders, whose Commercial Bids (Indicative) has been opened by the Bank will be called for the Reverse Auction.
- 30.2.2. Reverse Auction event will be carried out among the technically qualified Bidders, based on evaluation of Part B-Technical Proposal, for providing opportunity to the Bidders to quote the price dynamically for the procurement for which RFP is floated and also to get the most competitive price.



- 30.2.3. For finalization of the most competitive offer, the Bank will conduct "Reverse auction" The detailed procedure and Business rules for the Reverse auction is given as per Appendix-H.
- 30.2.4. Bank will call the technically qualified bidders whose Commercial Bids (Indicative) have been opened by the Bank for participating in the Reverse auction process which will be conducted by an Auction company authorized by the Bank. Bank will share the contact details of the concerned person of the Auction Company. Specific rules for this particular event viz. date and time, CAP price, bid decrement value, duration of event etc. shall be informed by the Auction Company to the participating bidders before the event. The bidders should furnish indicative prices for the project in their Indicative Commercial Bid to facilitate finalizing the start bid for "Reverse auction". However, the CAP price for Reverse auction will be fixed by the Bank.
- 30.2.5. Bidders should note that the indicative commercial bid is considered for the purpose of conducting Reverse auction process only. The L-1 bidder will be decided only later, on finalization of prices through Reverse auction.
- 30.2.6. The L1 bidder emerging at the end of the Reverse Auction process shall be required to submit the break-up of their Final price (last bid price) again as per Annexure-16 within 2 working days. Failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result in forfeit of the EMD with the Bank, which may please be noted.

**30.3. Re-auction/s Rules:**

- 30.3.1. Bank may consider the option of a Re-Auction/s in following circumstances:
- 30.3.1.1. At the end of the Reverse Auction, L1 price is not acceptable to the Bank.
- 30.3.1.2. During the process of reverse auction, if there is no bid from logged in bidders, Bank may decide a re-auction by increasing the CAP price for Re-auction.
- 30.3.1.3. At the end of the Reverse Auction, if only one bidder puts up bid/s, Bank at its discretion may decide a re-auction.
- 30.3.2. Even after conducting Reverse Auction/s, if no Bidder has quoted or the prices quoted by them are not acceptable to the Bank. Bank at its discretion can advise all the technically qualified Bidders to submit the Closed Commercial Bid by giving sufficient time to the Bidders. If Bidder/s are not submitting the Commercial Bid in due date and Time, their EMD will liable to be forfeited. If the EMD is submitted by the way of BG, Bank can its discretion invoke the Bank Guarantee.
- 30.3.3. If at the end of the Reverse Auction/s only one Bidder submits their Bid, Bank reserves the right to place the entire order on L1 Bidder only.
- 30.3.4. Bank reserves the right to reject any or all proposals. Similarly, it reserves the right not to include any bidder in the final short-list.

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





**31. Bid Validity Period:**

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

**32. Proposal Ownership:**

The proposal and all supporting documentation submitted by the bidder shall become the property of the Bank. As the Bidder's proposal is 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 circumstances, the format can be changed, altered or modified. Bidders must provide categorical and factual replies to specific questions. Bidders may provide additional technical literature relating to their proposal but in a separate Annexure. Correct and current technical details must be completely filled in. The Appendices/Annexures to this RFP shall form integral part of the RFP.

**33. Project Ownership:**

33.1. If the bidder is offering solutions/products from other bidders/principals, as required in this RFP, they shall detail the responsibilities of the parties involved and also submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the project. The bidder must specify any and all relationships with third parties in respect of the ownership and also maintenance & support of all hardware and software related to Supply, Implementation and Support for e-TDS Centralization Application Software Solution which are relevant to this RFP.

33.2. Ownership letter by the bidder to be submitted (Undertaking letter by the bidder taking the ownership of the project execution) in case third party is also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership.

33.3. The Bidder also has to submit a certificate/Letter from OSO/OSD 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.

**34. Acceptance of Offer:**

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

34.2. The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.

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

34.4. The bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.



**35. Award of Contract:**

- 35.1. The bidder who is L1 as per above Clause 30 will be referred to as the selected bidder/s and Bank will notify the name of the selected bidder/s by display in the Notice Board of the Bank.
- 35.2. The contract shall, be awarded and the order shall be placed on selected L1 Bidder/s. Bank may release the order either in Full or in part or place more than one order towards the contract based on project plan.
- 35.3. The selected bidder shall submit the acceptance of the order/LOI 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/s shall be the date of acceptance of the order by the bidder.
- 35.4. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.

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

**36.1. 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

**36.1.1. This MSEs should have registered with:**

36.1.1.1. District Industries Centers or

36.1.1.2. Khadi Village Industries Commission or

36.1.1.3. Khadi & Village Industries Board or

36.1.1.4. Coir Board or National Small Industries Corporation or

36.1.1.5. Directorate of Handicrafts & Handloom or

36.1.1.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.

36.1.2. 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.

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

**36.1.4. 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.

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

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

36.1.7. 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.



- 36.2. 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.
- 36.3. The details are available on web site [dcmsme.gov.in](http://dcmsme.gov.in). Interested vendors are requested to go through the same for details.

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

##### **37. Effective Date:**

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

##### **38. Project Execution:**

The entire project needs to be completed as per the timelines specified elsewhere in this RFP. 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 progress report to the Bank on the Monthly progress in installation/commissioning of the solution as per format, which will be made available to the selected bidder.

##### **39. Security Deposit / Performance Bank Guarantee:**

39.1. The successful bidder/s should submit a Security Deposit / Performance Guarantee for 15% of total value of the contract within 15 days from the date of acceptance of the Purchase Order/ Letter of Intent / Notification of Award.

39.2. In Case the Security Deposit / Performance Guarantee is submitted in the form of Bank Guarantee from any of the Scheduled Commercial Banks (other than Canara Bank), the same should be valid for the contract period of four years.

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.

39.3. If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above, penalty at 0.50% (plus GST) for each completed calendar week of delay or part thereof on the cost of the order will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 5% (plus GST) of the total order value.

39.4. Security Deposit should be submitted by way of DD drawn on Canara Bank payable at Bengaluru / Bank Guarantee may be obtained from any of the Scheduled Banks (other than Canara Bank). However, it should be as per the Appendix-E.



- 39.5. Security Deposit/Performance Bank Guarantee should be valid for four (4) years from the date of acceptance of Order 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.
- 39.6. The Security Deposit / Bank Guarantee will be returned to the bidder on completion of Contract Period of 4 years.
- 39.7. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.

**40. Execution of Agreement:**

- 40.1. Within 21 days from the date of acceptance of the Order, the selected bidder shall sign a stamped "Agreement" with the Bank at Bengaluru as per the format to be provided by the Bank. Failure to execute the Agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected Bidder.
- 40.2. The Agreement shall include all terms, conditions and specifications of RFP and also the Bill of Material and Price, as agreed finally after Bid evaluation and negotiation. The Agreement shall be executed in English language in one original, the Bank receiving the duly signed Original and the selected Bidder receiving the photocopy. The Agreement shall be valid till all contractual obligations are fulfilled.
- 40.3. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form a part of the Contract Agreement till the conclusion of the contract.
- 40.4. Bank reserves the right to select the next ranked bidder, if the selected bidder not accepting the Purchase Order or withdraws his proposal after selection or at the time of finalization of the contract or disqualified on detection of wrong or misleading information in the offer.

**41. Supply, Implementation & Commissioning:**

- 41.1. Bank shall provide the address and contact details for delivery of required software items for implementation of Solution while placing the order.
- 41.2. Bidder has to install the customized solution within 4 weeks from the date of acceptance of the order.
- 41.3. The installation will be deemed as incomplete if the software is not delivered or is supplied but not installed and/or not operational or not acceptable to Canara Bank after acceptance testing/examination.
- 41.4. The software will be accepted after complete integration and satisfactory working of the software.

**42. Security:**

- 42.1. The Bidder has to use standard procedures like hardening, dedicated configuration in order to comply security standards including cyber security.
- 42.2. The Bank will not provide any remote session and direct internet connectivity to the equipment in terms of support which may lead to the vulnerability of the system.
- 42.3. The Bank may conduct security audit in the proposed solution after complete implementation.

42.4. The Bidder has to necessary changes in the configuration directed by security team of the bank after security audits like VAPT, Code Audit etc. without disturbing the production and existing backed up copies.

42.5. Any kind of change like update, upgrades etc. in the system after complete installation will not lead into any commercial during contract tenure.

**43. Acceptance:**

43.1. 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.

43.2. After the Solution has been accepted by the Bank, the Vendor may submit an invoice for the Solution.

43.3. The warranty will cover all supplied components includes software and will start after project acceptance & Signoff.

**44. Penalties/Liquidated Damages(LD):**

44.1. Penalties/Liquidated damages for delay in Delivery and Installation of Software would be as under.

44.1.1. Non-compliance of the Supply/delivery clause will result in the Bank imposing penalty of 1% (Plus GST) on delay in delivery per week or part thereof, on the invoice value.

44.1.2. However, the total Penalty/LD to be recovered under delivery clause shall be restricted to 10% (Plus GST) of the total value of the order.

44.2. Penalties/Liquidated Damages for non-performance: If the specifications of the RFP are not met by the bidder during various tests, the bidder shall rectify the same at bidders cost to comply with the specifications immediately, failing which the Bank reserves its right to invoke the Bank Guarantee.

44.3. The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.

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

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

**45. Pricing & Payments:**

45.1. The Price offered to the Bank must be in Indian Rupees inclusive of all duties but Exclusive of GST(CGST/SGST/IGST). The Vendor has to quote the applicable taxes separately in the Bill of Material.

45.2. The item value along with GST should be claimed in the invoice and GST will be paid in actuals at our end.

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

45.4. Applicable Taxes will be paid at actuals.



**Payment Terms:**

45.5. Payment schedule will be as under:

| Sl. No. | Payment Stages   | % of Payment                                      | Condition/Remarks   |
|---------|--|---|---|
| a.      | e-TDS Centralization Software (Enterprise License) and customization | 50%   | Delivery, Implementation, configuration & commissioning of customized version of e-TDS Software solution and after successful filing of return and other compliance and on submission of Invoice and Acceptance/Sign off by the Bank. |
| b.      | Implementation   | 50%   | After enabling all function on the front end and After full implementation and acceptance by the Bank.  |
| c.      | Warranty   | 20%   | After completion of Warranty period on One year.  |
| d.      | Annual Technical Support (ATS)                                       | The amount shall be payable quarterly in arrears. |   |

45.6. Payments shall be released upon submission of relevant documents as per RFP terms and found in order by the respective offices, who have placed order on the selected Bidder.

45.7. Please note that Delivery Proof, Installation Report/Sign off report duly signed by Bank officials of the respective branch/office should be submitted in originals while claiming payment in respect of orders placed.

45.8. The Bank shall finalize the installation and Acceptance format mutually agreed by the bidder. The bidder shall strictly follow the mutually agreed format and submit the same for each location wise while claiming installation and acceptance payment.

45.9. The payments will be released through NEFT / RTGS and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc. All the applicable TDS, if any, will be deducted at the time of releasing the payment.

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

46.1. 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:

46.1.1. Delay in delivery beyond the specified period for delivery.

46.1.2. Serious discrepancies noted in the items delivered.

46.1.3. Breaches in the terms and conditions of the Order.

46.2. 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:

46.2.1. Non submission of acceptance of order within 7 days of order.

46.2.2. Delay in execution of order placed by the Bank.

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

46.2.4. The bidder goes in to liquidation voluntarily or otherwise.



- 46.2.5. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
- 46.2.6. The progress made by the selected bidder is found to be unsatisfactory.
- 46.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- 46.3. Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services during AMC period (If contracted).
- 46.4. 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.
- 46.5. 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.
- 46.6. 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.
- 46.7. 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.
- 47. Local Support:**
- 47.1. Adequate qualified resources to be stationed at Bangalore from the date of delivery to support the Project during UAT, Pilot Implementation, Migration, till Go-Live and continue to be available in Bangalore to sort out the issues/problems in extraction of DATA/Validation/filing or on any other compliance as per RFP terms, on their own cost.
- 47.2. The Bidder has to provide 24x7X365 support and support will be required for end to end installation, implementation and maintenance of the proposed solution during complete Project tenure.
- 47.3. Support should include advising & helping the Bank in implementing controls for the risk advised by regulators/Govt. of India.
- 48. Software, Drivers and Manuals:**
- 48.1. The bidder shall supply along with each item all the related documents, Software Licenses loaded in the e-TDS Application Software without any additional cost. The documents shall be in English. These will include but not restricted to User Manual, Operation Manual, Other Software and Drivers etc.
- 48.2. All related documents, manuals, catalogues and information furnished by the bidder shall become the property of the Bank.



**49. Training:**

- 49.1. Bidder has to provide training for the solution offered in the proposed solution from OSO/OSD directly at Bank's premises in Bangalore.
- 49.2. The team has to be trained both in technical matters, troubleshooting as well as functions, features and solution.
- 49.3. The Training proposed for the staff members of Canara Bank will make them familiar with the solution environment. Training at various levels, from administrative to end user level, has to be provided by the bidder at their central training center in Bengaluru.
- 49.4. Bidder has to provide the user manual and Technical documentation both in hard and soft copies (\*.doc/x or \*.pdf) to the bank.
- 49.5. Bidder has to provide training to the 20 Number of Bank employees for the solution.
- 49.6. Bidder should provide the training material and hands-on during the training.

**50. Warranty:**

- 50.1. The Bidder warrants that the Software/Solution will be free of defects in workmanship and materials for a period of time consistent with industry standards and the nature of the Software ("Warranty Period").
- 50.2. The Bidder has to provide comprehensive On-site replacement warranty for 1 (One) year.
- 50.3. The warranty will cover all supplied components includes software and will start after project acceptance & Signoff.
- 50.4. The software deployed for this project shall be under Comprehensive Onsite Warranty covering update of software, maintenance or support for its proper operation, performance and output as specified in the tender technical specifications for a period of four years from the Date of Installation/commissioning.
- 50.5. The Warranty Period for each Solution Edition will commence upon the completion of successful Acceptance Testing of the Solution for entire offered Solution.
- 50.6. The Warranty Period for the Software/Solution will commence when the Department has placed its Software /Solution in production (subsequent to successful completion of Acceptance Testing) at the Canara Bank.
- 50.7. If the Software/Solution does not perform in accordance with the Contract during the Warranty Period, then the Bidder shall take such steps as necessary to repair or replace the Software/Solution. Such warranty service shall be provided at the Vendor's expense and shall include all media, parts, labour, freight and insurance to and from the Department's site.
- 50.8. Warranty service may be provided by a third party, provided such third party is authorized to perform warranty service by the Bidder or, if the Bidder is not the Manufacturer, by the Manufacturer prior to the RFP closing date and time.





- 50.9. If any defect in the Software/Solution is not rectified by the Bidder before the end of the Warranty Period, the Warranty Period shall be extended until, in the opinion of the Bank: a) the defect has been corrected; and b) the Software/Solution functions in accordance with the Contract for a reasonable period of time.
- 50.10. Despite any other provision, the Bank, may return a defective Software/Solution to the Bidder within ten (10) days of delivery of the Software/Solution and the Bidder shall immediately provide full exchange or refund. For the purpose of this section, "defective Solution" includes, but is not limited to: a) broken seals; b) missing items; and c) Software that are not the most current version at the time of shipping.
- 50.11. The Bidder shall provide, after the warranty commences for all Software/Solution components, telephone support to the Bank during Business Days for assistance with the operation of the Software/Solution.
- 50.12. The bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship. Bidder must warrant all components, accessories, spare parts etc. against any manufacturing defects during the warranty period.
- 51. Annual Technical Support (If Contracted):**
- 51.1. The Bank, at its discretion may enter into Annual Technical Support (ATS) with the Bidder after completion of respective warranty period.
- 51.2. Support for maintenance of software (including OS and software license) and Other Items supplied should be available for a minimum period of 3 years, covering all parts, maintenance and support, after expiry of warranty period.
- 51.3. The Bank will pay ATS charges for solution after the end of warranty period. Such payment shall be released quarterly in arrears after satisfactory completion of service during the period and submission of reports and invoices.
- 51.4. During the Warranty and ATS (if contracted) period, the Bidder should extend the On Site Service Support. The scope of Warranty and ATS (if contracted) shall include:
- 51.4.1. Rectification of Bugs/defects if any.
- 51.4.2. Preventive Maintenance quarterly.
- 51.4.3. Maintenance of Software supplied.
- 51.5. It may be noted that the Bank reserves the right to demand additional performance Bank Guarantee to the tune of 10% of the value of the Purchase Order, if ATS charges quoted by the bidder are abnormally low (below 5% of the cost). The Bank has discretion to consider such offer or for seeking clarification from the bidder to decide for consideration. This Bank Guarantee will be towards contractual/ATS obligations of the bidder. Bidder shall quote the charges of ATS as per the Bill of Material (Annexure-16). This Bank guarantee shall be submitted within 15 days from the date of acceptance of the order which shall cover warranty and ATS period with a claim period of 3 months. The bidder has to submit this Bank guarantee in addition to the Security Deposit/Bank Guarantee as specified in clause 39. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and warranty period.



**52. Scope Involved During Warranty and AMC Period (if contracted):**

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

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

52.1.1. Any corruption in the Software or media shall be rectified during the full period of the contract including Warranty and AMC, if contracted, at no extra cost to the Bank.

52.1.2. The system spare parts/services, as and when required, and complete maintenance of the Software and other Items during warranty period and ATS (if contracted), shall be supported for a period to be specified by the bank.

52.1.3. The support shall be given in person only.

52.2. Only licensed copies of software shall be supplied and ported in the Servers, Storage Systems and other Items. The bidder shall grant an irrevocable perpetual license to the Bank to use the software. Further, all software supplied shall be of latest version.

52.3. The bidder shall provide centralized complaint booking facility to the bank and the dash board, if available, shall be provided to the Bank. The method of booking complaints shall be E-mail, Toll-free no, on line portal, web, etc.

52.4. Escalation matrix should be provided for support, technical, project, etc.

**E. GENERAL CONDITIONS**

**53. Intellectual Property Rights:**

53.1. 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.

53.2. 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.



53.3. 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.

53.4. 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.

**54. Roles & Responsibility during Project Implementation:**

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

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

54.3. 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.

54.4. The selected bidder has to execute an Undertaking of Authenticity for Hardware items as per Annexure-11.

**55. Indemnity:**

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

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

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

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

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

55.2.2. 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.

55.2.3. 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.

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

**56. Inspection of Records:**

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

**57. Assignment:**

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

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

**58. Publicity:**

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

**59. 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.

**60. Confidentiality and Non-Disclosure:**

60.1. 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.

60.2. 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.

**61. 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.



**62. Amendments to the Agreement:**

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

**63. General Order Terms:**

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

**64. Negligence:**

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

**65. Responsibility for Completeness:**

- 65.1. The bidder shall ensure that the Solution provided [Hardware/Software etc] meets all the technical and functional requirements as envisaged in the scope of the RFP.
- 65.2. 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.
- 65.3. 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.

**66. Responsibilities of the Bidder:**

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

- 66.1. The Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition.
- 66.2. The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
- 66.3. No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.



- 66.4. Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with CANARA BANK. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.
- 66.5. The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all 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.

**67. Human Resource Requirement:**

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

- 67.1. 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.
- 67.2. 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.
- 67.3. 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.
- 67.4. 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.
- 67.5. 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.
- 67.6. 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.

**68. Force Majeure:**

- 68.1. 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.
- 68.2. 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.
- 68.3. 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.
- 68.4. 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.

**69. Corrupt and Fraudulent Practices:**

- 69.1. 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:
- 69.2. "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
- 69.3. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- 69.4. 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.
- 69.5. 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.
- 69.6. 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.

- 69.7. 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.
- 69.8. 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, Integration and Maintenance of e-TDS Centralization Application Software Solution by the Bank.

**70. Adoption of Integrity Pact:**

- 70.1. 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.
- 70.2. Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- 70.3. The Bidders shall submit signed 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.
- 70.4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates
- 70.5. 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.
- 70.6. 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.
- 70.7. 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.
- 70.8. Integrity pact shall be signed by the person who is authorized to signed the Bid.
- 70.9. The Name and Contact details of the Independent External Monitor(IEM) nominated by the Bank are as under:

|  |  |
|--|--|
| Sri. Dilip Mavinkurve,<br>Email:dilipmav@gmail.com | Sri. Hari Santosh Kumar<br>Email:hsantoshkumar50@gmail.com |
|--|--|

**71. 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.

**72. 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.

**73. Responsibilities of Selected Bidder:**

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

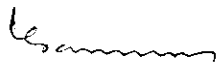
73.2. The Bank will call for Audited Balance Sheet of the selected Bidder at any point of time during warranty and AMC period and the selected Bidder shall provide the same.

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

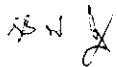
**74. Legal Disputes and Jurisdiction of the court:**

74.1. 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/pro 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.

74.2. 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

| 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 address of Office on which order has to be placed is indicated in Annexure-4   |                          |
| f.      | Whether ensured that, the Hardware/Software Items quoted for e-TDS Centralization Application Software Solution are not impending End of Life.   |                          |
| g.      | Whether ensured that, the separately sealed envelopes containing Part A-Conformity to Eligibility Criteria, Part B-Technical Proposal and Part-C Commercial Bid (Indicative) for Supply, Implementation and Support for e-TDS Centralization Application Software Solution in Canara 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 |                          |
| h.      | Whether ensured Indexing of all Documents submitted with page numbers?   |                          |
| i.      | Whether replica of Price Bid ( <u>Masked price bid</u> ) as per Bill of Material is submitted in Part-B Technical Proposal.  |                          |
| j.      | 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**  
(To be given on the Company's Letter Head)

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 Supply, Implementation and Support for e-TDS Centralization Application Software Solution in Canara Bank.**

**Ref: Your RFP 06/2018-19 dated 21/07/2018**

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, Implementation and Commissioning of Solution as per Scope of Work within 4 weeks from the date of receipt of the Purchase Order and to provide Technical consultancy / Service support / Guidance for the devices supplied as per the above referred RFP, during warranty support period and AMC (if contracted). We have submitted Demand Draft /Bank Guarantee in lieu of EMD for Rs.1,50,000 (Rupees One Lakh Fifty Thousand only) in favour of Canara Bank as EMD.

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

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

Date

Signature with seal

Name :

Designation :



Annexure-3

Eligibility Criteria Declaration

SUB: RFP for Supply, Implementation and Support for e-TDS Centralization Application Software Solution in Canara Bank.

Ref: Your RFP 06/2018-19 dated 21/07/2018

| Sl. No | Eligibility Criteria  | Documents to be submitted with Part-A Conformity to Eligibility Criteria   | Bidder's Response and Documents Submitted |
|--------|---|--|---|
| a)     | The Bidder should be registered company in India as per Companies Act 1956 or 2013 and should be in operation for a period of at least 5 years as on date of RFP. | Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company<br><br>OR<br>Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies. |   |
| b)     | Bidders shall be the Original Software Owner / Developer (OSO/OSD) of e-TDS Centralization Application Software Solution.   | If the applicant is Owner/Developer, Bidder should have to provide a undertaking in to this effect.  |   |
| c)     | The Turnover of the Bidder should be minimum Rs. 10 Crores for the previous three financial years (i.e. 2014-15, 2015-16 and 2016-17).                            | The Bidder must submit audited balance Sheet for the previous three financial years (i.e. 2014-15, 2015-16 and 2016-17).   |   |
| d)     | The Bidder should have a positive net worth as on 31/03/2018.   | A Certificate from Chartered Accountant to that effect to be submitted.  |   |
| e)     | The proposed e-TDS Application Software Solution should have been implemented in any of the Scheduled Commercial Banks in India.                                  | Bidder should submit Copy of Purchase Order/reference Letter duly mentioning the Solution name to this effect.   |   |
| f)     | The Bidder should have an operational office in Bengaluru.  | The Bidder to furnish their details like contact details with postal address, no. of personnel etc. besides Local Contact Person Name, Address, Phone  |   |



|    |   |  |  |
|----|---|--|--|
|    |   | No, Mobile No, Email etc. as per Annexure-4.                             |  |
| g) | The Bidder should not be currently blacklisted by any Government entity/Public Sector Banks/Government Departments in India as on date of submission of bids. | The Bidder should provide declaration to this effect on its letter head. |  |

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

Date

Signature with seal

Name :

Designation :



Annexure-4

Applicant's Profile

SUB: RFP for Supply, Implementation and Support for e-TDS Centralization Application Software Solution in Canara Bank.

Ref: Your RFP 06/2018-19 dated 21/07/2018

| Sl. No | Particulars  | Details |
|--------|--|---------|
| a)     | Name of the Company  |         |
| b)     | Name of the OEMs and Solution  |         |
| 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 )   |         |



|    |  |  |
|----|--|--|
| k) | <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> |  |
|----|--|--|

Date

Signature with seal

Name :

Designation :



Annexure-5

Details of Bidder's Offices/Service Support Centers

SUB: RFP for Supply, Implementation and Support for e-TDS Centralization Application Software Solution in Canara Bank.

Ref: Your RFP 06/2018-19 dated 21/07/2018

| Sl. No. | Circle    | Postal Address | Postal Address | Mobile No./ Landline No, Email-ID | No. of Engineers/ Service Staff |
|---------|-----------|----------------|----------------|-----------------------------------|---------------------------------|
| 1.      | Bengaluru |                |                |                                   |                                 |
| 2.      |           |                |                |                                   |                                 |
| 3.      |           |                |                |                                   |                                 |
| 4.      |           |                |                |                                   |                                 |

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-Confirmity to Eligibility Criteria/Part B-Technical Proposal / Part C-Commercial Bid (Indicative) on the letter head of Bidder and should be signed by an Authorized 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 Supply, Implementation and Support for e-TDS Centralization Application Software Solution in Canara Bank.**

**Ref: Your RFP 06/2018-19 dated 21/07/2018**

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

Track Record of Past Delivery & Implementation of e-TDS Centralization Application Software Solution

SUB: RFP for Supply, Implementation and Support for e-TDS Centralization Application Software Solution in Canara Bank.

Ref: Your RFP 06/2018-19 dated 21/07/2018

| Sl. No. | Name of the Client/s where e-TDS Centralization Software was supplied & implemented by the Bidder | Contact Person's Name | Telephone No./Mobile No. | Email Address |
|---------|---|-----------------------|--------------------------|---------------|
| 1.      |   |                       |                          |               |
| 2.      |   |                       |                          |               |
| 3.      |   |                       |                          |               |
| 4.      |   |                       |                          |               |
| ...     |   |                       |                          |               |
| ....    |   |                       |                          |               |

(Enclose necessary documents)



Annexure-8

Non-Disclosure Agreement

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

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

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

WHEREAS, the Bidder understands that in the course of submission of the offer for  
"Supply, Implementation and Support for e-TDS Centralization Application Software  
Solution 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

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

**SUB: RFP for Supply, Implementation and Support for e-TDS Centralization Application Software Solution in Canara Bank.**

**Ref: Your RFP 06/2018-19 dated 21/07/2018**

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:<br>i. Description of business and business background<br>ii. 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.                         |                                       |

**Declaration:**

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

Date

Signature with seal

Name :

Designation :



Annexure-10

Functional requirement for e-TDS Centralization Application Software Solution

**Note:**

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

| Sl. No. | Functional Requirement  | Bidder's Compliance (Yes/No) |
|---------|---|------------------------------|
| 1.      | Installation and hosting the offered solution flawlessly on the said Hardware. It should be available to branches/Offices through Bank's intranet only. Seamless filing of E-TDS returns should be provided for all specified TDS returns as per prevailing statutory Income Tax rules and guidelines currently 24Q , 26Q, 27Q,15CC,15G/15H declaration details, Form 61, Form 61A, Form 61B within the due dates and any future returns as and when introduced by Income Tax Department for all Branches/Offices/TANs of the Bank. |                              |
| 2.      | Functionality of trial run before final run should be available in the application for the E-TDS return filing. Generation of MIS- informing probable default cases along with recommended corrections in Bank's source application systems should be there to avoid future defaults. Also troubleshooting in all forms should be ensured.  |                              |
| 3.      | It should provide formats (as per the format of the source system) to Import Data from existing Core Banking and other TDS source applications like HRM package etc. Coordination with DIT and other such sections should be established by the vendor to handle extracted data, validate the DATA as per requirement of IT Act for the above returns , through web-based solutions.  |                              |
| 4.      | System should also have mechanism to capture manual entry for third party payments data along with all the required validations, in case the data is not routed through the automated system.   |                              |
| 5.      | Software should provide facility of creation of Branch and TDS Deductor master:<br><br>i.e. as Branch Master, Customer Master , TDS Master, Employees data from salary package and Pensioners data from Pension server, other data  |                              |



|     |  |  |
|-----|--|--|
|     | branch and circle wise for above returns etc. Importing data from the existing CBS/ HRMS/ Pension Payment application of the Bank or any other data for above returns and maintain the same in the masters in database through software.   |  |
| 6.  | <b>Validation:</b><br>Validation of data as per Income Tax guidelines like Payment amount vis-à-vis TDS deducted, PAN Validation (including 20% in case of Non PAN cases), TAN validations, TDS rate verification including DTAA rates, validation of lower/nil TDS deduction certificates / tax residency certificates/ UINs, 197 certificate validations, various "Flag" validations and any other validations required in terms of Income tax guidelines in force and such validations should be available with suitable checks inbuilt in the system itself. |  |
| 7.  | It should validate extracted data as per latest RPU prescribed by NSDL/TRACES and generate exception/error reports (if any) for making necessary correction by the branches/offices wherever needed. Data validation for timely filing of Form 61 for Bank as a whole on the basis of data provided by the Bank related to Form 60.  |  |
| 8.  | Software solution should facilitate to centrally filing of return in Form 61A (Statement of Financial Transactions) along with validations & Form 61B(Reporting under FATCA & CRS) based on the data captured from the Banks data source after its validation according to Income Tax Guidelines issued from Time to Time.   |  |
| 9.  | Application should have the functionality of modification/ correction of records at branch level/Circle Level and related monitoring and reporting facility should be available at controlling office/Central level.   |  |
| 10. | Option to update the system then and there as per the schema released by the Income tax department for any changes and modification effected by the department and notifications issued by the department. Upgrade and update its Application/utility from time to time to meet all requirements/ guidelines of Income Tax department regarding slabs of Income Tax, TDS thereon & maintenance of changes for File Validation Utility (FVU) within the stipulated time frame.  |  |
| 11. | Reports: Front end facility to generate various reports as required by the Income tax Department and by the Bank for MIS from time to time. Facilitate generation of reports Branch wise/ Regional Office wise/ Circle wise/Head Office Section/wing wise. Generation of the data required for compilation of Tax Audit Report and provides necessary modification as required by the TAX Auditor. Generate audit logs as per Bank's requirements.   |  |



|     |  |  |
|-----|--|--|
| 12. | <b><u>Challans:</u></b><br>Separate Challans should be generated according to nature of payment. The Software should generate file for uploading the generated challan information for the payment of TDS amount as per their prescribed format. Scalability of the application for centralized Challan payment from single location should be available. Creation of Challan Payment Mechanism, updating CIN Nos./ generation of CIN No etc., for meeting the functional requirements. Automated allocation of challans against the respective deductee records in E-TDS application as well as in Bank's source application systems. |  |
| 13. | Reconciliation of payments made and TDS deducted by various applications of the Bank along with Reconciliation statement.  |  |
| 14. | Software should timely handle the adjustment of interest/ negative interest in CBS/ Pension recovery /Payment recoveries during challan generation and return filing.  |  |
| 15. | Mechanism in the software to tally the total interest paid/TDS deducted records as per Day book/Balance sheet of the Bank with proper reconciliation between 15G/H records, Government Accounts, interest paid less than Rs. 10,000/-(50000) for senior Citizen, TDS amount refunded, DTAA cases, NIL/exempted interest, 197 certificate cases.  |  |
| 16. | <b><u>Correction/ Revised Return:</u></b><br>Mechanism for identifying/ filing of revised/correction returns wherever applicable. Direct filing of Correction return to Income Tax e-filing system within the stipulated time as and when required by the bank and as per Income Tax guidelines and recommending corrections in the Bank's source application systems to minimize revised returns in future.   |  |
| 17. | It should provide for Centralized generation and downloading of Form 16 /16A from TRACES through Bank's intranet by Branch/ Circle Office / Head Office within the specified Income tax department timeframe and be made available to the branches/CO/HO immediately. Application should be capable of emailing downloaded Form 16/16A to the concerned deductee at their email id registered with the bank. Capable to maintain the database of all the downloaded Form 16/16A which can be accessed by branches subsequently.  |  |
| 18. | Generating & emailing of E-TDS returns acknowledgments (Form 27A), success /Failure reports, reconciliation reports directly to the Branches / Circles/HO & centralized TDS cell. System should maintain history of these emailed reports in Database.   |  |
| 19. | Capable of Web integration or otherwise with the authorized portals as per the requirements of Income Tax from time to time. Various online validations & online filing of returns, a link to the central server of TIN-NSDL/Traces/ CPC TDS site will have to be facilitated. Internet connection may be used by the vendor for specific purposes in consensus with the Bank's Information Security team.   |  |



|     |  |  |
|-----|--|--|
| 20. | Form 15G/15H should be dealt with accuracy and in time, capable of filing return directly from the Application centrally installed at Bank level to Income tax e-filing site. Application should also be capable of filing Form 15G/15H return on single TAN or under selective about 40 TANs for Bank as a whole, necessary submission and other compliances related with Form 15G/15H. |  |
|-----|--|--|

Date

Signature with seal:

Name :

Designation :





Annexure-11

Undertaking of Authenticity for Supply, Implementation and Support for e-TDS  
Centralization Application Software Solution in Canara Bank

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

**SUB: RFP for Supply, Implementation and Support for e-TDS Centralization Application  
Software Solution in Canara Bank.**

**Ref: Your RFP 06/2018-19 dated 21/07/2018**

With reference to the e-TDS Centralization Application Software Solution being  
supplied/quoted to your RFP Ref. no. cited above.

We hereby undertake that all the components/parts/assembly/software's used in the e-  
TDS Centralization Application Software Solution under the above shall be original new  
components /parts /assembly /software only from us 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 Software if asked for by you in the purchase  
order the same shall be supplied along with the authorized license certificate and also  
that it shall be sourced from the authorized source

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

In case of default and we are unable to comply with the above at the time of delivery or  
during installation, for the IT Hardware/Software already billed, we agree to take back  
the Hardware/Software 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-12

Compliance Statement

SUB: RFP for Supply, Implementation and Support for e-TDS Centralization Application Software Solution in Canara Bank.

Ref: Your RFP 06/2018-19 dated 21/07/2018

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<br>(Yes / No) | Remarks / Deviations |
|--|--------------------------|----------------------|
| Terms and Conditions                         |                          |                      |
| Technical Requirements<br>as per Annexure-10 |                          |                      |
| Scope of Work as per<br>Clause 8             |                          |                      |

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

Date

Signature with seal

Name :

Designation :



**Annexure-13**  
**Escalation Matrix**

SUB: RFP for Supply, Implementation and Support for e-TDS Centralization Application Software Solution in Canara Bank.

Ref: Your RFP 06/2018-19 dated 21/07/2018

Name of the Company:

Delivery Related Issues:

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

Service Related Issues:

| Sl. No. | Name | Designation  | Office Address | Telephone No./Mobile No. | 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.



Annexure-14

Original Software Owner/Developer (OSO/OSD) in India Authorization Form

[Note: This Letter should be on the letterhead of the OSO/OSD and should be signed by an Authorized Signatory of the manufacturer]

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

The Deputy General Manager,  
Canara Bank,  
Asset Procurement & Management Group,  
DIT-Wing,  
Naveen Complex, 14 M G Road,  
Bengaluru-560 001  
Karnataka

Dear Sir,

**SUB: RFP for Supply, Implementation and Support for e-TDS Centralization Application Software Solution in Canara Bank.**

**Ref: Your RFP 06/2018-19 dated 21/07/2018**

We \_\_\_\_\_ who are established and reputed Owner/developers of \_\_\_\_\_ are having factories/development facilities at 1) \_\_\_\_\_ and 2) \_\_\_\_\_ do hereby agree to offer our quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

We (Original Software Owner/Developer) hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the solution, products/equipment and services offered against this invitation for tender offer by the above firm and will extend technical support and updates and ensure availability of spares including processors for our products for a period of four years from the date of submission of this tender.

We (Original Software Owner/Developer) also confirm that we will ensure all product updates (including management software updates and new product feature releases) are provided by us for all the products quoted for and supplied to the bank during the 4 years product warranty period at no additional cost to the bank and we will directly install the updates and any new product releases at the bank's premises.

We also confirm that the proposed solution offered by the bidder to the Bank are correct, viable, technically feasible for implementation and the solution will work without any hassles in all the locations.

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

Yours faithfully  
(Name)

For and on behalf of

M/s-----



Annexure-15

Covering letter for Commercial Bid (Indicative)

[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 Supply, Implementation and Support for e-TDS Centralization Application Software Solution in Canara Bank.**

**Ref: Your RFP 06/2018-19 dated 21/07/2018.**

We thank you for providing us an opportunity to participate in the subject RFP. Please find our commercial offer as per Annexure-16-Bill of Material for 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- 16

Bill of Material

TABLE -A

SUB: RFP for Supply, Implementation and Support for e-TDS Centralization Application Software Solution in Canara Bank.

Ref: Your RFP 06/2018-19 dated 21/07/2018

Table A-Price Details of e-TDS Centralization Application Software Solution

[Amount in Indian Rupees]

| Sl. No. | Description   | Cost Price  |                  |                 | ATS*  |  |                  |                 | Total Cost with ATS (Incl. Of tax) |  |
|---------|---|---|------------------|-----------------|---|--|------------------|-----------------|------------------------------------|--|
|         |   | Application Software (Enterprise License) And customization with 1 Year Warranty (Excl. of Taxes) | Tax for Column E |                 | Application Software (Enterprise License) And customization with 1 Year Warranty (Incl. of Taxes) | 3 years ATS charges after warranty period (Excl. of Tax) | Tax for Column E |                 |                                    | Total ATS Charges for 3 years incl. of tax |
|         |   | A   | B<br>% of<br>tax | C<br>Tax<br>Amt | D=A+C   | E  | F%<br>of<br>Tax  | G<br>Tax<br>Amt | H=E+<br>G                          | I=D<br>+H                                  |
| 1.      | One time cost of Enterprise License for supply and implementation of e-TDS Centralization Application Software Solution as per Scope of Work and Annexure-10 with 1 year warranty |   |                  |                 |   |  |                  |                 |                                    |  |

\*Year wise breakup of ATS should be furnished in Table-B.



Table B - Post Warranty ATS Calculation Table

[Amount in Indian Rupees]

| Sl. No. | Description  | Post Warranty ATS Charges year wise |                           |                           |                                      |       |             |                                      |
|---------|--|-------------------------------------|---------------------------|---------------------------|--------------------------------------|-------|-------------|--------------------------------------|
|         |  | 2 <sup>nd</sup> Year                | 3 <sup>rd</sup> Year      | 4 <sup>th</sup> Year      | Total ATS for 3 Years (Excl. of Tax) | Tax % | Tax in Amt. | Total ATS for 3 Years (Incl. of Tax) |
|         |  | ATS Charge (Excl. of tax)           | ATS Charge (Excl. of tax) | ATS Charge (Excl. of tax) |                                      |       |             |                                      |
|         |  | a                                   | b                         | c                         | d=(a+b+c)                            | e     | f           | g=(d+f)                              |
| 1.      | Supply and implementation of e-TDS Centralization Application Software Solution as per Scope of Work and Annexure-10 |                                     |                           |                           |                                      |       |             |                                      |

Note

- The Charges mentioned in column "d" of Table-B should tally with the charges mentioned under Price Details in column "E" of Table -A of Bill of Material.
- The Charges mentioned in column "g" of Table-B should tally with the charges mentioned under Price Details in column "H" of Table -A of Bill of Material.

Declaration:

- Bill of material is submitted on the letter head and is signed by an Authorised Signatory with Name and Seal of the Company.
- We confirm that we have gone through RFP clauses, subsequent amendments and replies to pre-bid queries (if any) and abide by the same.
- 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.
- 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.
- 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 Submitting Part A- Conformity to Eligibility Criteria

- 1) Cost of Tender document by way of DD payable at Bengaluru.
- 2) Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD.
- 3) 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.
- 4) Checklist as per Annexure-1.
- 5) Bid Covering letter as per Annexure-2.
- 6) Eligibility Criteria declaration as per Annexure-3 with documentary proof in support of the Eligibility Criteria.
- 7) Bidder's Profile as per Annexure-4.
- 8) Service Support Details as per Annexure-5.
- 9) Track Record of Past Implementation of Projects as per Annexure-7.
- 10) Non-Disclosure Agreement as per Annexure-8.
- 11) Signed Pre-Contract Integrity Pact as per Appendix-G on non-judicial Stamp paper.





## Appendix-B

### Instructions to be noted Submitting Part B-Technical Proposal

- 1) Index of all the document submitted with page numbers.
- 2) Technical Bid Covering Letter as per Annexure-9.
- 3) Functional Requirements for e-TDS Centralization Application Software Solution should be complete with all columns filled in as per Annexure-10.
- 4) Undertaking of Authenticity as per Annexure-11.
- 5) Compliance Statement as per Annexure-12.
- 6) Escalation Matrix as per Annexure-13.
- 7) Original Software Owner/developer in India Authorization Form as per Annexure-14.
- 8) Masked bill of Material as per Annexure-16.
- 9) Technical Documentation (Product Brochures, leaflets, manuals, drawings).
- 10) Undertaking letter by the Bidder that they are having necessary licenses for all the software which is required for Software for e-TDS Software Solution.
- 11) A detailed list of the other Infrastructure required and any other precautions to be undertaken should be given in detail along with the Technical Proposal.



## Appendix-C

### Instruction to be noted while preparing/submitting Part C-Commercial Bid (Indicative)

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-15.
- 2) Bill of Materials as per Annexure-16.



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

|                            |             |
|----------------------------|-------------|
| <b>Name of the Bank:</b>   | Canara Bank |
| <b>Name of the Branch:</b> | DIT Wing    |
| <b>IFSC Code:</b>          | CNRB0000007 |

The Bank Guarantee has to be confirmed through SFMS by the issuing Bank branch.



## 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 Supply, Implementation and Support for e-TDS Centralization Application Software Solution as per their Contract dated \_\_\_\_\_ with you (hereinafter referred to as "the CONTRACT" )

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

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

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

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

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

Notwithstanding anything to the contrary we agree that your decision as to whether the CONTRACTOR has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.



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

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

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

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

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

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

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

The Performance Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

The Performance Guarantee shall not be affected by any change in the constitution of the CONTRACTOR or us nor shall it be affected by any change in your constitution or by any



amalgamation or absorption thereof or therewith but will endure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

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

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

Notwithstanding anything contained herein

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

For and on behalf of

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

Name of the Bank: Canara Bank

Name of the Branch: DIT Wing

IFSC Code: CNRB0000007

The Bank Guarantee has to be confirmed through SFMS by the issuing Bank branch.



Appendix-F

Format for Sending Pre-Bid Queries

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



## Appendix-G

(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, Bengaluru 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. V Jayaraman, General Manager (IT) & CIO, DIT Wing, HO, Bengaluru representing Canara Bank of the BUYER, of the FIRST PART

AND

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

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

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

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

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

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

2.2. Enabling BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure





the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures.

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

### **3. COMMITMENTS OF THE BUYER**

The BUYER commits itself to the following:-

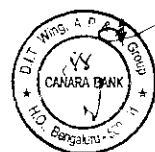
- 3.1. The BUYER represents that all officials of the BUYER, connected whether directly or indirectly with the procurement process are duty bound by rules and regulations governing their service terms and conditions not to demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 3.2. The BUYER will, during the pre-contract stage, treat all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS alike, and will provide to all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS the same information and will not provide any such information to any particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER which could afford an advantage to that particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER in comparison to the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS.
- 3.3. The BUYER shall report to the appropriate Government Regulators/Authorities any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach, as and when the same is considered necessary to comply with the law in force in this regard.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER with the full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

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

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

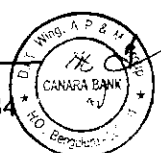
- 4.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or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



- 4.2. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the BUYER.
- 4.3. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is the original Manufacturer/Integrator/Authorized government sponsored export entity of the stores/Authorized 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 Bengaluru.



**12. OTHER LEGAL ACTIONS**

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

**13. VALIDITY**

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

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

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

BUYER  
Name of the Officer  
Designation  
Name of Wing  
Canara Bank

BIDDER  
CHIEF EXECUTIVE OFFICER / AUTHORISED SIGNATORY

Witness

Witness

- 1)
- 2)

- 1)
- 2)



## Appendix-H

### Business Rules and Terms & Conditions of Reverse Auction

Reverse Auction event will be carried out among the Technically Qualified Bidders, for providing opportunity to the Bidders to quote the price dynamically for the procurement for which RFP is floated

#### **A) Definitions:**

1. "Bank" means Canara Bank
2. "Service Provider" means the third party agency / company who has been selected by the Bank for conducting Reverse Auction. [M/s e-Procurement Technologies Ltd.]
3. "L1" means the Bidder who has quoted lowest price in the Reverse Auction process.
4. "L2" means the Bidder who has quoted second lowest price in the Reverse Auction process.

#### **B) Eligibility of Bidders to participate in Reverse Auction:**

1. Bidders who are technically qualified in terms of the relative Terms & Conditions of the RFP and accept the Business Rules, Terms & conditions of Reverse Auction and submit the undertakings as per **Appendix-H(1)** , can only participate in Reverse Auction related to the procurement for which RFP is floated. Bidders not submitting the above undertaking or submitting with deviations / amendments there to, will be disqualified from further evaluation / participation in the process of relevant procurement.
2. Bidders should ensure that they have valid digital certificate well in advance to participate in the Reverse Auction. Bank and / or Service Provider will not be responsible in case Bidder could not participate in Reverse Auction due to non-availability of valid digital certificate.

#### **C) Training:**

1. Selected vendors shall coordinate with our Bank/Our Service Provider [M/s e-Procurement Technologies Ltd.] for getting necessary details and reverse auction demos before commencement of live reverse auction process. Else, bidder not getting the required clarification / demos will do so at his own risk. The service provider for Reverse Auction and their contact details shall be shared with the selected bidders.

#### **D) Reverse Auction Schedule:**

1. The date & time of start of Reverse Auction and its duration of time will be informed to the eligible Bidders well in advance before the Reverse Auction date.
2. Bank reserves the right to postpone / change / cancel the Reverse Auction event even after its communication to Bidders without assigning any reasons there for.

#### **E) Bidding Currency:**

Bidding will be conducted in Indian Rupees (INR).

#### **F) Start Price (CAP Price):**

Bank will determine the Start Price (CAP Price) for Reverse Auction -

1. On its own and / or
2. Evaluating the price band information called for separately from each eligible Bidder at appropriate time and / or
3. based on the price bids received and if opened, Bank may determine the start price (CAP Price) on the basis of the lower quote received.



#### G) Decremental Bid Value:

1. The bid decrement value will be specified by Bank before the start of Reverse Auction event. It can be a fixed amount or percentage of Start Price (CAP Price) or both.
2. Bidder is required to quote his bid price only at a decremental value.
3. Bidder need not quote bid price at immediate next available lower level, but it can be even at 2/3/4 ..... level of next available lower level .

#### H) Conduct of Reverse Auction event :

1. Reverse Auction will be conducted on a specific web portal meant for this purpose with the help of the Service Provider identified by the Bank. [M/s e-Procurement Technologies Ltd.]
2. Service Provider will make all necessary arrangement for fair and transparent conduct of Reverse Auction like hosting the web portal, imparting training/demo to eligible Bidders etc., and finally conduct of Reverse Auction.
3. Bidders will be participating in Reverse Auction event from their own office / place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by Bidder themselves.
4. Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of Reverse Auction irrespective of the cause.
5. For making the process of Reverse Auction and its result legally binding on the participating Bidders, Service Provider will enter into an agreement with each eligible Bidder, before the start of Reverse Auction event. Without this Bidder will not be eligible to participate in the event. The format of the agreement is as per the APPENDIX-H (3).
6. Bidders name will be masked in the Reverse Auction process and will be given random dummy names by the Service Provider.
7. Bidder / his authorized representatives will be given unique Login ID & Password by Service Provider. Bidder/his authorized representative will change the Password after the receipt of initial Password from Service Provider to ensure confidentiality. All bids made from the Login ID given to the Bidders will be deemed to have been made by the concerned Bidder/his company.
8. Reverse auction will be conducted as per English Reverse Auction with no tie where more than one Bidder cannot have identical bid price.
9. Any bid once made by the Bidder through registered Login ID & Password, the same cannot be cancelled. The Bidder is bound to supplies as per the RFP at the bid price of Reverse Auction.
10. Reverse Auction will normally, be for a period of ½ hour (i.e. 30 Minutes). If a Bidder places a bid price in last 10 minutes of closing of the Reverse auction, the auction period shall get extended automatically for another 10 minutes. No. of extension will be unlimited. In case there is no bid price in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension.  
(The time period of Reverse Auction & Maximum number of its extensions & time are subject to change and will be advised to eligible Bidders before the start of the Reverse Auction event.)
11. Bidder will be able to view the following on their screen along with the necessary fields in Reverse Auction:
  - i) Opening Price
  - ii) Leading / Lowest Bid Price in Auction (only total price)
  - iii) Last Bid Price placed by the respective Bidder.





12. During Reverse Auction, if no bid price is received within the specified time, Bank, at its discretion, may decide to revise Start Price (CAP Price) / Decremental Value / scrap the reverse auction process / proceed with conventional mode of tendering.

**I) Reverse Auction Process:**

1. At the end of Reverse Auction event Service Provider will provide the Bank all necessary details of the bid prices and reports of Reverse Auction.
2. Upon receipt of above information from Service Provider, Bank will evaluate the same and will decide upon the winner i.e. Successful Bidder.
3. Successful Bidder has to fax the duly signed filled-in prescribed format **Appendix-H (2)** as provided on case-to-case basis to Bank within 24 hours of Reverse Auction without fail. The Original signed Appendix-H (2) should be couriered so as to reach us within 48 hours of Reverse Auction without fail.
4. Any variation between the on-line Reverse Auction bid price and signed document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vender to conduct business with Bank as per prevailing procedure.
5. Successful Bidder has to give break-up of his last/lowest bid price as per Bill of Material at the end of Reverse auction event within 3 working days without fail.
6. Successful Bidder is bound to supply at their final bid price of Reverse Auction. In case of back out or not supply as per the rates quoted, Bank will take appropriate action against such Bidder and / or forfeit the Bid Security amount, debar him from participating in future
7. In case Bank decides not to go for Reverse Auction related to the procurement for which RFP is floated and price bids if any already submitted and available with Bank shall be opened as per Bank's standard practice.

**J) Bidder's Obligation:**

1. Bidder will not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly with other suppliers / Bidders
2. Bidder will not divulge either his Bid details or any other details of Bank to any other party without written permission from the Bank.

**K) Change in Business Rules, Terms & Conditions of Reverse Auction:**

1. Bank reserves the right to modify / withdraw any of the Business rules, Terms & conditions of Reverse Auction at any point of time.
2. Modifications of Business rules, Terms & conditions of Reverse Auction will be made available on website immediately.
3. Modifications made during the running of Reverse Auction event will be advised to participating Bidders immediately.



Appendix-H (1)

(To be submitted on company letter head by all Bidders participating in Reverse Auction)

To,

Canara Bank , DIT Wing, Head Office, Bengaluru

Date : -----

Acceptance of Reverse Auction Business Rules and Terms & conditions in respect of  
Tender / RFP Ref. No. \_\_\_\_\_ Dated \_\_\_\_\_ For procurement of  
\_\_\_\_\_

=====

We refer to the captioned subject and confirm that -

- 1) The undersigned is our authorized representative.
- 2) We have accepted and abide by all Terms of captioned Tender documents and Business Rules and Terms & conditions of Reverse Auction for the procurement for which RFP is floated.
- 3) Bank and Service Provider shall not be liable & responsible in any manner whatsoever for my / our failure to access & bid in Reverse Auction due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 4) We understand that in the event we are not able to access the auction site, we may authorize Service Provider to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either Bank or Service Provider regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
- 5) I / We do understand that Service Provider may bid on behalf of other Bidders as well in case of above mentioned exigencies.
- 6) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
- 7) We will participate in Reverse Auction conducted by \_\_\_\_\_ (name of Service Provider) and agree to enter into an agreement with him (Service Provider) for making the process of Reverse Auction and its result legally binding on us.
- 8) We will fax duly signed filled-in prescribed format (**Appendix-H (2)**) as provided on case-to-case basis, to Bank within 24 hours of end of Reverse Auction without fail.
- 9) We will give break-up of our last / lowest bid price as per Bill of Material at the end of Reverse Auction event within 48 hours without fail.
- 10) We undertake to supply at our final lowest bid price of Reverse Auction. In case of back out or not supply as per the rates quoted by us, Bank is free to take appropriate action against us and / or forfeit the Bid Security amount, debar us from participating in future tenders.
- 11) We nominate our official Shri \_\_\_\_\_ Designation \_\_\_\_\_ of our company to participate in Reverse Auction. We authorize Bank to issue USER ID & PASSWORD to him. His official e-mail & contact number are as under -  
Email: Mobile:

-----  
- Signature with company seal:

Name of Authorized Representative :

Designation:

Email :

Mobile :

Tel. No:

Fax No.:



Appendix-H (2)

( To be submitted / faxed by Successful Bidder of Reverse Auction within 24 hours from the end of Reverse Auction event)

To,  
Canara Bank, DIT Wing, HO, Bengaluru  
Date : -----

Sir,  
Final / Lowest Bid Price quoted in Reverse held on \_\_\_\_\_ in respect of Tender / RFP Ref. No. \_\_\_\_\_ Dated \_\_\_\_\_ For procurement of \_\_\_\_\_

=====

We confirm that the final total bid price quoted by us in the captioned Reverse Auction event for captioned tender is as under - Rs. ( in figure) : \_\_\_\_\_

Rs. ( in words) : \_\_\_\_\_ ( We confirm that -

- 1) [ ] We enclose herewith the detailed break-up of above price as per Bill of Material OR [ ] We undertake to give detailed break-up of above bid price as per Bill of Material within 48 hours from the end-of Reverse Auction event.
- 2) Any variation between the on-line Reverse Auction bid price quoted by us and this document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vender to conduct business with Bank as per prevailing procedure. In such case Bank is free to take appropriate action and / or forfeit the Bid Security amount and / or debar him from participating in future
- 3) We are bound to supply at the above final bid price of Reverse Auction.
- 4) We note that in case of back out or not supply as per the above rates quoted by us, Bank will take appropriate action against us and / or forfeit our Bid Security amount and / or debar him from participating in future

Signature with company seal:  
Name of Authorized Representative :  
Designation :  
Email :  
Mobile :  
Tel. No:  
Fax No:



**Appendix-H (3): Process Compliance Form**

(The Bidders are required to print this on their company's letter head and sign, stamp before faxing to Service Provider)

To

(Name & Address of Service Provider)

Sub: Agreement to the Process related Terms and Conditions for the Reverse Auction

-----

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document for procurement of Hardware against the RFP/Tender No.

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction and the RFP as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that \_\_\_\_ (Bank) and \_\_\_\_ (Service Provider) shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 5) We understand that in the event we are not able to access the auction site, we may authorize \_\_\_\_ (Service Provider) to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either \_\_\_\_ (Bank) or \_\_\_\_ (Service Provider) regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
- 6) I/we do understand that \_\_\_\_ (Service Provider) may bid on behalf of other Bidders as well in case of above mentioned exigencies.
- 7) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
- 8) We also confirm that we will fax the price confirmation & break up of our quoted price as per **Appendix-H (2)** as requested by \_\_\_\_ (Bank) / \_\_\_\_ (Service Provider) within the stipulated time.

We, hereby confirm that we will honour the Bids placed by us during the auction process.

With regards

Signature with company seal Name - Company / Organization -

Designation within Company / Organization -

Address of Company / Organization -

