

REQUEST FOR PROPOSAL [RFP]
FOR
“SELECTION OF SERVICE PROVIDERS FOR DELIVERY OF DOMESTIC & INTERNATIONAL SMS AND IVR SOLUTIONS”

Issued by: Canara Bank,
AP&M Group, 1st Floor,
DIT Wing, Naveen Complex,
14, MG Road, Bengaluru -560 001
Tel - 080-25590070,25584873
Fax- 080-25596539
Email: hoditapm@canarabank.com

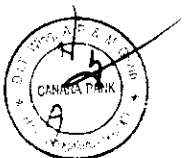


A. BID SCHEDULE

Sl. No.	Description	Details
1.	RFP No. and Date	RFP 12/2018-19 dated 06/12/2018
2.	Name of the Wing	Department of Information Technology
3.	Brief Description of the RFP	Selection of Service Providers for Delivery of Domestic & International SMS and IVR solutions
4.	Bank's Address for Communication	Deputy General Manager Canara Bank, AP&M Group, 1st Floor, DIT Wing, Naveen Complex, 14 MG Road, Bengaluru - 560 001
		Senior Manager, Asset Procurement & Management Group Tel - 080-25590070,25584873 Fax- 080-25596539 Email: hoditapm@canarabank.com
5.	Date of Issue of RFP	06/12/2018, Thursday
6.	Application Money (Non-refundable)	Rs. 59,000 (including 18% GST)
7.	Earnest Money Deposit (Refundable)	Rs. 5,00,00,000/-
8.	Last Date and Time for Submission of Bids	28/12/2018, Friday upto 3.00pm
9.	Mandatory Documents to be submitted for opening of PART A	<ul style="list-style-type: none"> □ Participation / Document purchase Fee (DD) □ DD/Bank Guarantee for EMD □ Pre Contract Integrity Pact in non-judicial stamp paper
10.	Date, Time & Venue for opening of Part A- Conformity to Eligibility Criteria.	28/12/2018, Friday at 3.30pm Venue: Canara Bank, Second Floor, Conference Hall, DIT Wing-HO (Annex), Naveen Complex, 14 M G Road, Bengaluru 560001.
11.	Date and time opening of Technical Bid Part-B / Commercial Bid (Indicative)/Online Reverse Auction	Will be intimated at a later date.
12.	Pre-bid Meeting Date & Time	<ul style="list-style-type: none"> ○ Pre-bid meeting will be held on 17/12/2018, Monday at 3.30 pm <u>Venue:</u> Canara Bank, Second Floor, Conference Hall, DIT Wing-HO (Annex), Naveen Complex, 14 M G Road, Bengaluru 560001. ○ Pre bid queries should be submitted as per Appendix-D. ○ Pre-bid Queries to E-mail hoditapm@canarabank.com must reach us on or before 14/12/2018, Friday at 3.00pm. Subject of the email should be given as "Pre Bid Queries for RFP 12/2018-19 dated 06/12/2018"



13.	Other Details	<p>1. The bidders must fulfil the Pre-Qualification criteria for being eligible to bid.</p> <p>2. Subsequent changes made based on the suggestions and clarifications as per pre-bid meeting shall be deemed to be part of the RFP document and shall be uploaded on the Bank's corporate website http://canarabank.com/english/announcements/tenders</p> <p>3. No suggestions or queries shall be entertained after pre-bid meeting.</p>
14.	<p>This document can be downloaded from following website http://canarabank.com/english/announcements/tenders and http://tenders.gov.in 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 mentioned amount in favour of Canara Bank, payable at Bengaluru and submit the same as mentioned above.</p> <p>Any amendments, modifications, Pre Bid replies & any communication etc. will be uploaded in the Bank's website only. No individual communication will be sent to the individual bidders.</p>	



DISCLAIMER

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

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

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



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



LIST OF CONTENTS

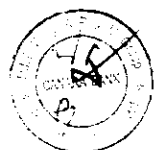
SECTION A - BID DETAILS & ABBREVIATIONS			
Clause No.	Clause Description	Clause No.	Clause Description
	Bid Schedule		
SECTION B - INTRODUCTION			
1.	About Canara Bank	6.	Participation Methodology
2.	Definitions	7.	Existing Infrastructure
3.	About RFP	8.	Requirement Details
4.	Objective	9.	Scope of Work
5.	Eligibility Criteria		
SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS			
1.	Delivery of Service	6.	Software, Drivers and Manuals
2.	Integration & Interfaces	7.	Scope Involved During Contract Period (if contracted)
3.	Penalties/Liquidated Damages	8.	Subcontracting
4.	Payment Terms	9.	Defect liability
5.	Local Support		
SECTION D - BID PROCESS			
1.	Clarification to RFP & Pre-Bid queries	9.	Software Version
2.	Pre-Bid Meeting	10.	Documentation
3.	Amendment to Bidding Document	11.	Cost & Currency
4.	Bid System Offer	12.	Erasures or Alterations
5.	Preparation of Bids	13.	Assumptions/Presumptions/Modification
6.	Application Money	14.	Submission of Bids
7.	Earnest Money Deposit (EMD)/Bank Guarantee In Lieu Of EMD	15.	Bid opening
8.	Make & Models		
SECTION E - SELECTION OF BIDDER			
1.	Preliminary Scrutiny	5.	Normalization of Bids
2.	Clarification of Offers	6.	Intimation to Qualified/Successful Bidders
3.	Evaluation of Bids	7.	Correction of Error in Commercial Bid
4.	Bidders Presentation/Site Visit/Product Demonstration/POC	8.	Commercial Evaluation
SECTION F - OWNERSHIP & AWARDING OF CONTRACT			
1.	Bid Validity Period	7.	Effective Date
2.	Proposal ownership	8.	Project Execution
3.	Project ownership	9.	Execution of Agreement
4.	Acceptance of offer	10.	Pricing
5.	Award of Contract	11.	Order Cancellation/Termination of Contract
6.	Security Deposit / Performance Bank		



SECTION G - GENERAL CONDITIONS			
1.	General Order Terms	13.	Confidentiality and Non-Disclosure
2.	Roles & Responsibility during project Implementation	14.	Indemnity
3.	Responsibilities of the Selected Bidder	15.	Force majeure
4.	Human Resource Requirement	16.	Responsibilities of the Bidder
5.	Responsibility for completeness	17.	Corrupt and Fraudulent Practices
6.	Inspection of Records	18.	Adoption of Integrity Pact
7.	Negligence	19.	Amendments to the Purchase Order
8.	Assignment	20.	Amendments to the Agreement
9.	Publicity	21.	Modification/Cancellation of RFP
10.	Insurance	22.	Social Media Policy
11.	Guarantees	23.	Resolution of disputes
12.	Intellectual Property Rights	24.	Legal Disputes and Jurisdiction of the court
SECTION H - PURCHASE PREFERENCE			
1.	Micro & Small Enterprises	3.	Procurement through Local Suppliers (Make in India)
2.	Startup		

ANNEXURES (To be submitted with Part A- Conformity to Eligibility Criteria)	
1.	Bid Covering letter Format
2.	Eligibility Criteria Declaration
3.	Bidder's Profile
4.	Service Support Details
5.	Track Record of Past Implementation of Projects towards Selection of Service Providers for Delivery of Domestic & International SMS and IVR solutions
6.	Non-Disclosure Agreement
ANNEXURES(To be submitted with Part-B -Technical Proposal)	
7.	Scope of Work
8.	Quoted Hardware/Software Details
9.	Undertaking of Authenticity for Selection of Service Providers for Delivery of Domestic & International SMS and IVR solutions
10.	Compliance Statement
11.	Undertaking Letter Format
12.	Escalation Matrix
13.	Manufacturer Authorization Form
ANNEXURES (To be submitted with Part-C -Commercial Bid)	
14.	Bill of Material

APPENDICES	
A.	Instructions to be noted while preparing/submitted Part A- Conformity to Eligibility Criteria
B.	Instructions to be noted while preparing/submitted Part B- Technical Proposal
C.	Instruction to be noted while preparing/submitted Part C-Commercial Bid
D.	Format for Sending Prebid Queries.
E.	Authorization Letter Format.



F.	Bank Guarantee Format for Earnest Money Deposit.
G.	Proforma of Bank Guarantee for Contract Performance.
H.	Format for Bank Guarantee for Advance Warranty Payment. (Not Applicable)
I.	Pre Contract Integrity Pact
J.	Business Rules and Terms & Conditions of Reverse Auction. (Not Applicable)

FORMS (Purchase Preference)	
FORM PP-A	Undertaking for Applicability of Purchase Preference Policy
FORM PP-B	Self-Declaration of MSEs and Startups
FORM PP-C	Undertaking by Bidder towards Mandatory Minimum LC (Local Content)
FORM PP-D	Certificate by Statutory Auditor of Bidder towards Mandatory Minimum LC
MeitY Form-1	Affidavit of Self Certification regarding Domestic Value Addition in an Electronic Product
DoT Form-1	Self-Certification regarding Local Content (LC) for Telecom Product, Services or Works



B. INTRODUCTION

1. About Canara Bank:

CANARA BANK, a body Corporate and a premier Public Sector Bank established in the year 1906 and nationalized under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head office at 112, J C Road Bengaluru-560002 and among others, having DIT Office at Naveen Complex, No.14, M G Road, Bengaluru-560001. The Bank is having pan India presence of more than 6,200 branches, 21 Circle offices and 118 Regional Offices situated across the States. The Bank is working on Core Banking System using Flexcube 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 to the 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 successors and permitted assigns.
- 2.2. 'RFP' means Request for Proposal for "Delivery of Domestic and international SMS and IVR Solution" in Canara Bank.
- 2.3. 'Bidder' means a vendor submitting the proposal in response to the RFP.
- 2.4. 'Solution' means providing "Delivery of Domestic and international SMS and IVR system" in Canara Bank.
- 2.5. 'e-Procurement/e-Tendering/Web-Tendering' means Procurement process through the web/internet.
- 2.6. 'Event' means One e-tendering full life cycle from indenting to issuance of Purchase Order or One Reverse Auction incident.
- 2.7. 'Contract' means the agreement signed by successful Bidder and the Bank at the conclusion of bidding process, wherever required.
- 2.8. 'L1 Bidder' means the Bidder who is found to be the lowest Bidder after conclusion of the bidding process, subject to compliance to all the Terms and Conditions of the RFP, etc.

3. About RFP:

- 3.1. The Bank wishes to select Service Provider/s for providing SMS Alert/ IVR Services to its Domestic and International Customers with provisions of Pull and Push SMS services. In this connection, Bank invites sealed offers (subject to 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for selecting Service Provider/s for providing SMS Alert Services to its Domestic and International Customers with provisions of Pull and Push SMS across the country as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.
- 3.2. The RFP document is not a recommendation, offer or invitation to enter into a contract agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and successful Bidder as identified by the Bank after completion of the selection process.
- 3.3. The bulk SMS services and related systems should conform to the requirements of the IT Act 2000 and its subsequent amendments



4. Objective:

- 4.1. The Bank wishes to select Service Provider/s for providing SMS Alert Services to its Domestic and International Customers with provisions of Pull and Push SMS.
- 4.2. Apart from the SMS services the bank needs IVR system for the various interactive and non-interactive inbound/outbound voice calls to our customers.

5. Eligibility Criteria:

- 5.1. A vendor submitting the proposal in response to this RFP shall hereinafter be referred to as 'Bidder' and RFP for Delivery of International and domestic SMS and IVR solutions in the Bank shall hereinafter be referred as "Solution".
- 5.2. Interested Bidders, who can deliver SMS Alert Services to Bank's Domestic and International Customers with provisions of Pull and Push SMS in the Bank and meeting the Eligibility Criteria as per Annexure-2 may respond.

6. Participation Methodology:

- 6.1. In a tender, either the authorized Bidder on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- 6.2. If a Bidder bids on behalf of the Principal/OEM, the same Bidder shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product/service.
- 6.3. If any Solution/Hardware/Software of OEM is being quoted in the tender, the OEM cannot bid for any other OEM's Solution/Hardware/Software in the same tender.
- 6.4. In the event of Authorized Dealer being not able to perform the obligations as per the provisions of the contract, the OEM/principal should assume complete responsibility on behalf of the Bidder for providing end-to-end solution i.e., technology, personnel, financial and any other infrastructure that would be required to meet intent of this RFP.

7. Existing Infrastructure:

- 7.1. Canara Bank has established state-of-the-art two-tier MPLS network connectivity to connect its Data Center - Bengaluru (DC), Disaster Recovery Center-Mumbai (DRC), domestic & foreign Branches/Offices and all other business units.
- 7.2. SMS vendor application is installed at our DC and DRC.
- 7.3. SMS message generated by bank's applications are submitted to the middleware application through the following methods
 - 7.3.1. Middleware may pull the message from the Database of the application(Read access may be given to the middleware application).
 - 7.3.2. Applications may push the SMS to one of the tables in the middleware.
 - 7.3.3. SMS messages may be submitted to the middleware through API provided by the SMS vendor.
- 7.4. Distribution application may pick the messages from middleware and distribute the SMS to the different vendors (more than one vendor had made agreement with bank) and different priority channels.



8. Requirement Details:

To sustain the future growth of coverage area of the Canara Bank's operations across the globe and to provide the SMS alert and IVR services to its customers, Canara Bank invites service providers to offer their solution for Outgoing/Incoming SMS and IVR using secure authentication system incorporating the following features from the various platforms/ systems in the Bank as per the technical/ functional specification given in the RFP which includes inter alia the following:

8.1.The Bulk SMS Services should cover the facility like Push Service and Pull SMS using long code.

- a. The Push SMSs may be in following 3 categories:
 - i. High Priority SMSs (OTP& financial transaction SMS)
 - 1. Delivery Time: within 15 sec
 - ii. Normal Priority SMSs (Non-financial transaction/ promotional / informational SMS / Bulk)
 - 1. Delivery Time: within 5 Minutes
 - iii. Batch SMSs
 - 1. Delivery Time: within 2 hours
- b. Performance: SMS gateway > 2000 TPS (scalable to 25000)
- c. SMS Volume(Excluding Batch SMSs)
 - i. Existing Volume
 - 1. Daily average: 7 Million
 - 2. Daily SMS range: 5 Million to 15 Million
 - ii. Estimated Volume**(within 3 year)
 - 1. Daily average:15 Million
 - 2. Daily SMS range: 5 Million to 20 Million

8.2.IVR

- a. IVR services may be in the following categories
 - i. Outbound OTP Voice calls
 - 1. Call duration 30 seconds
 - 2. Call should be initiated within 15 seconds
 - ii. Outbound promotional non interactive calls.
 - iii. Outbound promotional interactive calls.
 - iv. Inbound interactive calls.
- b. Performance
 - i. IVR > 200 connections (scalable to 2500)
- c. Estimated Volume**(within 3 year)
 - i. Daily average:15,000
 - ii. Daily range: 5,000 to 20,000

8.3.VMN and USSD services

- a. Push and pull USSD services, like *99# as per the requirement of the bank from time to time.
- b. Missed call services.
- c. Performance:
 - i. USSD > 100 TPS
 - ii. Missed call services>100Hits/sec



- d. Existing volume(Missed Call Services):
i. Daily average: 4,00,000
ii. Daily range: 2,00,000 to 6,00,000
e. Estimated volume(Missed Call Services):
i. Daily average: 6,00,000
ii. Daily range: 2,00,000 to 8,00,000

** These volumes are an only estimate as per present projections and Bank does not guarantee these volumes of business.

8.4. The scope of contract is for a period of 3 years with an option to review the same at the end of every year. The initial contract period will be 3 years with provision of further extension by another one year with the same terms and conditions subject to satisfactory performance and the discretion of the bank. There will be no price escalation during the contract period, however in case of an increase in pricing at Operator level due to Market Factors or other major changes in the Industry, for example Mergers/acquisitions etc., the bank may consider reviewing and revising the pricing upon mutual agreement, subject to its satisfaction and basis the merits of the same on a case to case basis. Final decision in this regard shall be the sole discretion of the Bank. The vendor shall be responsible for providing necessary documentary proof for the purpose. Further, any downward revision in IUC charges, Govt. Levies etc., the same will be passed on to the Bank on proportionate basis.

9. Scope of Work:

9.1. Bidder has to confirm compliance to the Scope of Work mentioned in Annexure-7.

9.2. Project Completion and Management

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



C. Deliverables & Service Level Agreements (SLAs).

1. Delivery of Service:

- 1.1. The solution (including hardware & Software) mentioned in the Scope of Work and requirement details should be delivered to Bank within 2 Weeks from the date of acceptance of the Purchase Order.
- 1.2. The solution (including hardware & Software) should be configured and integrated with the Bank's systems within 3 Weeks from the date of Delivery of the complete solution.

2. Integration & Interfaces

- 2.1. The selected bidder has to work with different application vendor in order to integrate new solution to the existing workload or new workloads during contract Period.
- 2.2. The selected bidder has to work with different teams of Bank & application OEM to understand the policies requirement and configurations of respective applications for the offered solution.

3. Penalties/Liquidated Damages

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

- 3.1.1. Non-compliance of the Supply/delivery clause (1.1) will result in the Bank imposing penalty of Rs.25,000/- (Plus GST) per day subject to a maximum of Rs.5,00,000 (Plus GST) will be charged.
- 3.1.2. In case Bidder is not able to integrate the solution as per 1.2, a penalty of Rs.50,000/- (plus GST) per week subject to a maximum of Rs.5,00,000 (Rupees Five Lacs Only) (Plus GST) will be charged.

3.2. Penalty for Delay in delivery of Push Type SMS Alerts:

The SMS sent by the Bank will have to be delivered within the stipulated timelines. Failure to comply with the time frames for delivery of the messages pushed by the Bank shall attract penalty as follows:

Particular	Penalty(% of SMS charges payable)
Any SMS is not delivered	100%
High Priority SMSs are delivered after 15 seconds	100%
Normal Priority SMSs are delivered after 5 minutes but before 15 Minutes	20%
Normal Priority SMSs are delivered after 15 minutes	100%
Batch SMSs delivered after 2 hrs, but before 6 hrs (excluding the no promotion period between 9 pm and 9 am)	20%
Batch SMSs are delivered after 6 hrs (excluding the no promotion period between 9 pm and 9 am)	100%

Note: Detailed MIS (as mentioned above) regarding delivery of SMS alerts to customers will be provided by Bidder on daily/fortnightly/monthly basis through dashboard for RFP for Delivery of SMS calculation of penalties, if any, in online mode. Further, the penalty so calculated will either be adjusted with the payments or will be separately realized from the Bidder.



3.3. Penalty for fall in success Rate:

3.3.1. Success Rate of more than 97% is expected from Bidder in delivery of High Priority SMS category. Any fall in the success rate in delivery of SMS below the minimum expected level will be penalized as under:

Success Rate	Penalty on monthly invoices
99.00% to 100%	NIL
97.00% to 98.99%	5% of the monthly bill of the respective month
95.00% to 96.99%	10% of the monthly bill of the respective month
92.00% to 94.99%	20% of the monthly bill of the respective month
90.00% to 91.99%	30% of the monthly bill of the respective month
Less than 90.00%	40% of the monthly bill of the respective month

3.3.2. In calculation of the delivery percentage, following delivery failure cases will be Excluded:

- a. Inbox full
- b. International Roaming
- c. Mobile Number blacklisted
- d. Mobile Switched Off
- e. Mobile Out of range
- f. Invalid Mobile Number

3.4. Penalty for Delay in delivery of Voice call over IVR

The Bank expects 99.95% success in initiation of voice call over IVR in case of delivery failure of OTPs through SMS. Failure to initiate the call or delay in initiating the call shall attract penalty as under:

Particular	Penalty (% of SMS charges payable)
If the IVR OTP call is initiated after 15 seconds but before 30 seconds.	25% (inclusive of GST)
If the OTP call is initiated after 30 seconds	100% (inclusive of GST)

3.5. Penalty for Failure to maintain uptime for Push and Pull Type SMS Alert Service:

Bank expects the uptime of 99.9% (availability) of the complete solution to be calculated on monthly basis. If the services are found not performing as expected it can be considered as an unscheduled downtime, that is, any abnormal failure rate/delay within a timeframe can be considered as downtime. Any degradation from the agreed uptime shall invite penalties from the bills of respective months, as under:

For failure to maintain uptime as specified in RFP, penalty shall be charged as below:

Availability of SMS Services	Charges on monthly basis
>99.7% and <99.9%	2% of the monthly bill of the respective month
>99% and <= 99.7%	5% of the monthly bill of the respective month
>98% and <= 99%	15% of the monthly bill of the respective month
For each percentage point drop below 98%	15% + 2 percentage point of the monthly bill for each 1 percentage point or less drop in a availability below 98%

Note: Detailed MIS regarding availability of services for accessing Push and Pull type SMS Service of Bank will be provided by Bidder separately on daily/fortnightly/monthly basis for calculation of penalties, if any, in online mode. Further, the penalty calculated as above will either be adjusted with the payments or will be separately realized from the Bidder.



3.6. Penalty from competent authorities for non-delivery of SMS

Any penalty that bank has to pay on account of ombudsman or TRAI cases for non-delivery of SMS related services offered by the bidder, Bidder has to reimburse the full penalty with expenditure if any

3.7. Penalty for False Delivery Reports:

Bank expects the delivery reports with 100% accuracy. Based of feedback received from customers and random cross verification. Bank will impose penalty Rs. 1000/- (Plus GST) per instance for false delivery reports subject to a maximum of Rs.2,00,000/- (Plus GST) per month.

3.8. Penalties/Liquidated damages for onsite resources:

In case the resource/s goes on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the Bidder to ensure that regular functioning of the branch/office does not hamper. In case replacements are not arranged, bank shall pay only the proportionate amount of Resident resource charges during the particular month. The Bank shall also impose a penalty of 0.5% (Plus GST) of the Resident resource charges payable to the Bidder for that quarter for each week and part thereof of absence. However, total penalty under this clause will be limited to 50% (plus GST) of the total charges payable for Resident Resource charges for that quarter.

3.9. The penalty shall be deducted / recovered by the Bank from any money due or becoming due to the Bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from Bidder or from any other amount payable to the Bidder in respect of other Orders.

3.10. All the above penalties are independent of each other and are applicable separately and concurrently.

3.11. Penalty is not applicable for the reasons attributable to the Bank and Force Majeure

4. Payment Terms:

4.1. Payment will be made as per the schedule given below:

Nature of Payment	Percentage of Payment	Condition/Remarks
SMS Charges	100%	100% payment of SMS Charges will be made on monthly basis in arrears on aggregated basis by the Bank centrally after deducting applicable penalties/Liquidated Damages.

4.2. Bank will not pay any advance.

4.3. Payment will be made on monthly basis in confirmation of the MIS reports made available to the Bank and will be segregated into following categories:

4.3.1. Successfully delivered SMS will be paid in FULL.

4.3.2. Failed/Expired/DLR not received SMS will be paid at 50% of the agreed rate per SMS.

4.3.3. Rejected/DND/Invalid SMS will not be paid.

4.3.4. SMS sent for more than one occasion for the same message will not be paid.

4.4. Desired throughput has to be maintained at service provider server to prevent formation of SMS alerts queues at banks server.



- 4.5. The calculation for number of SMS sent would be based on all SMS sending transactions issued at the client interface installed at Canara Bank. No payment will be made for SMS alerts not delivered due to SMS aggregators/telecom operator fault.
- 4.6. The Bidders has to ensure inter-operatibility between all existing and new service providers for SMS delivery (Push and Pull) type.
- 4.7. Bidder will be single point of contact for the Bank for any issues/problem related to SMS Services provided by him.
- 4.8. The Bidder has to raise the invoice by providing the details of daily SMS delivered by them with bifurcation of successful, unsuccessful and two split messages as per the format provided by the Bank. The format will be made available to the successful bidder.
- 4.9. The payments will be released centrally by the Bank at Bengaluru through NEFT / RTGS after deducting TDS, Penlaty/LD if any, and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.

5. Local Support

- 5.1. The Bidder should be capable of meeting the service & support standards as specified in this tender. Service support should be available during every event. Cost of the same should be included in SMS cost and Total Cost of Ownership (TCO).

5.2. Scope of Onsite resource for SMS Solution

- 5.2.1. Bidder shall depute sufficient no. of qualified senior engineers (with 2 years' experience in maintaining the application) to be stationed at the DIT Wing Head Office/DC at Bengaluru to ensure 24x7x365 availability of solution.
- 5.2.2. The Services of the engineer for server and helpdesk should be available during the entire project implementation period and during Contract Period. Bank also has the right to advise the resources concerned to stay overtime, if their services are warranted.
- 5.2.3. Roles and responsibilities shall include but not limited to
 - a. Continuous monitoring
 - b. Housekeeping Activities
 - c. Reports
 - d. Statistics
 - e. Testing and deployment
 - f. Coordinating with bank and off-shore team for customizations/fine tuning/trouble shooting/future upgradations etc. on a continual basis.
 - g. Ensuring high availability.
 - h. Providing timely RCA reports.
 - i. In case of exigencies, even during off business hours' / bank holidays/ drills, the resources may be required to be present onsite.

5.3. Qualification & Experience of Personnel Deputed for Onsite Support:

- 5.3.1. The Vendor support person / engineer deputed to the Bank is liable to be interviewed by the Bank's Technical Team at its IT Headquarters at Bangalore for ascertaining his / her suitability and only upon the clearance from the Bank's Technical Team, he / she will be permitted to work.
- 5.3.2. Resources should have minimum BE / B Tech / MCA Degree or Equivalent with minimum 2 years of relevant experience in handling/ maintaining the similar application

6. Software, Drivers and Manuals:

- 6.1. The bidder shall supply along with each item all the related documents, Software Licenses loaded in the Hardware items 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.

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

7. Subcontracting

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

8. Defect liability:

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



D. BID PROCESS

1. Clarification to RFP and Pre-Bid Queries:

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

2. Pre-Bid meeting:

- 2.1. A pre-bid meeting of the intending bidders will be held on the date & time and at the venue specified in the Bid Schedule to clarify any point/doubt raised by them in respect of this RFP. No separate communication will be sent for this meeting.
- 2.2. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested bidders shall be present during the scheduled time. In this connection, Bank will allow maximum of **Two (2)** representatives from each Bidder to participate in the pre-bid meeting.
- 2.3. Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 2.4. 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.
- 2.5. 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) 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.
- 2.6. 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.

3. Amendment to Bidding Document:

- 3.1. 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.



- 3.2. Notification of amendments will be made available on the Bank's website only (i.e. www.canarabank.com) and will be binding on all bidders and no separate communication will be issued in this regard.
- 3.3. 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.

4. Bid System Offer:

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

- 4.1. **Part A-Conformity to Eligibility Criteria:** Indicating their compliance to Eligibility Criteria. The format for submission of Conformity to Eligibility Criteria is as per Appendix-A.
- 4.2. **Part B-Technical Proposal:** Indicating the response to the Technical specification of Supply, Installation, Integration and Maintenance of Servers & Other Items in Canara Bank. The format for submission of Technical Proposal is as per Appendix-B.
- 4.3. **Part C-Commercial Bid (indicative):** furnishing all relevant information as required as per Bill of Material as per Annexure-14. The format for submission of Commercial Bid (indicative) is as per Appendix-C.

5. Preparation of Bids:

5.1. 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.

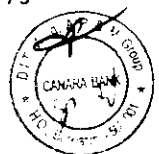
5.1.1. The three parts as stated above, should be placed in three separate envelopes superscribed with 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid (indicative)' respectively and properly closed and sealed. Thereafter, all the three envelopes shall be placed inside another envelope and properly closed and sealed. The final envelope should be superscribed as "Offer for Selection of Service Providers for Delivery of Domestic & International SMS and IVR solutions" (includes separately sealed 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid (indicative)') on the top of the envelope. All the envelopes shall bear the name and complete postal address of the bidder as well as the addressee, namely the Deputy General Manager, Canara Bank, AP&M Group, DIT Wing, First Floor, Naveen Complex, 14 M G Road, Bengaluru - 560001.

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

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

5.2. Part A- Conformity to Eligibility Criteria:

5.2.1. Before submitting the bid, the bidders should ensure that they confirm to the eligibility criteria as stated in Annexure-2 of RFP. Only after satisfying themselves of the eligibility, the Offer should be submitted.



- 5.2.2. The Conformity to Eligibility Criteria as per Annexure-2 among others must contain Demand Draft towards the Application Money as per the Clause15, Singed Pre Contract Integrity Pact as per Appendix-I and EMD/ Bank Guarantee in lieu of EMD as per Appendix-F of this document. The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for, as per Appendix-A.
- 5.2.3. The Placement of Application Money, EMD and Integrity Pact in other than Part A-Conformity to Eligibility Criteria will make the bid liable for rejection.
- 5.2.4. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as "PART A-Conformity to Eligibility Criteria for RFP 12/2018-19 dated 06/12/2018 for Selection of Service Providers for Delivery of Domestic & International SMS and IVR solutions".

5.3. Part B-Technical Proposal:

- 5.3.1. Technical Proposal should be submitted as per the format in Appendix-B. Relevant technical details and documentation should be provided along with Technical Proposal.
- 5.3.2. 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.
- 5.3.3. 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.
- 5.3.4. The Bank shall not allow / permit changes in the technical specifications once it is submitted.
- 5.3.5. The relevant product information, brand, and model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the Offer. Failure to submit this information along with the offer may result in disqualification.
- 5.3.6. The Technical Proposal should be complete in all respects and contain all information sought for, as per Appendix-B. **Masked Bill of Material must be attached in Technical Offer and should not contain any price information.** The Part B-Technical Proposal should be complete and should cover all products and services. Technical Proposal without masked Bill of Materials will be liable for rejection.
- 5.3.7. Masked Bill of Material which is not as per below instruction will make Bid liable for rejection:
 - 5.3.7.1. Should be replica of Bill of Material except that it should not contain any price information (with Prices masked).
 - 5.3.7.2. It should not provide any price information like, unit price, tax percentage, tax amount, AMC/ATS charges, Implementation Charges etc.
- 5.3.8. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as "PART B-Technical Proposal for RFP 12/2018-19 dated 06/12/2018 for Selection of Service Providers for Delivery of Domestic & International SMS and IVR solutions".



5.4. Part C-Commercial Bid (indicative):

- 5.4.1. Commercial Bid (indicative) should be submitted as per the instruction in Appendix-C.
- 5.4.2. 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-14. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.
- 5.4.3. 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.**
- 5.4.4. 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.
- 5.4.5. 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.
- 5.4.6. 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.
- 5.4.7. The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank.
- 5.4.8. 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 12/2018-19 dated 06/12/2018 for Selection of Service Providers for Delivery of Domestic & International SMS and IVR solutions.**

6. Application Money:

- 6.1. This document can be downloaded from Bank's website <http://canarabank.com/english/announcements/tenders>. In that event, the bidders should pay the Application Fee amount (Non Refundable) as mentioned in the Bid Schedule towards 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**.
- 6.2. 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.
- 6.3. 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.

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

- 7.1. The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) amount as mentioned in the 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 be kept along with the **Part-A-Conformity to Eligibility Criteria**.

- 7.2. In Case the EMD is submitted in the form of Bank Guarantee the same should be valid for the minimum period of 6 months with additional claim period of 3 months from the last date for submission of offer. Bank at its discretion can demand for extension for the validity of EMD. The format for submission of EMD in the form of Bank Guarantee is as per **Appendix-F**.
- 7.3. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Canara Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). The format for submission of EMD in the form of Bank Guarantee is as per **Appendix-F**. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be rejected summarily
- 7.4. Submission of EMD in other than Part A-Conformity to Eligibility Criteria Envelope is liable to be rejected on grounds of non submission of EMD.
- 7.5. The EMD of the Bidders not qualified under Technical Proposal will be returned within 15 days after opening the Commercial Bid (indicative) of the Technically Qualified Bidders. The EMD of Technically Qualified bidders will be returned upon the selected bidder accepting the order and furnishing the Performance Bank Guarantee.
- 7.6. The EMD may be forfeited/ Bank Guarantee may be invoked:
 - 7.6.1. If the bidder withdraws or amends the bid during the period of bid validity specified in this document.
 - 7.6.2. If the selected bidder fails to accept the purchase order within 7 days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the RFP.

8. Make and Models:

It is mandatory to provide Technology, make & model of all the items and their subcomponents as has been sought in the technical specification. The Offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of make, model of the items offered. Please note that substituting required information by just brand name is not enough. Bidder should not quote Technology, hardware which is already End of Sale. Bidder also should not quote hardware which are impending End of Sale.

9. 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 also should not quote Software which are impending End of Sale.

10. Documentation:

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

11. Costs & Currency:

The Offer must be made in Indian Rupees only as per Bill of Material (**Annexure-14**).



12. 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.

13. 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.

14. Submission of Bids:

- 14.1. 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.
- 14.2. The bid/s properly superscribed in the manner prescribed in earlier clauses of this RFP should be deposited in the **Tender Box** on the Date & Time and at the Venue specified in the Bid Schedule.
- 14.3. 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.
- 14.4. Bids sent through post/courier will not be accepted/evaluated. Bids should be deposited in the Tender Box.
- 14.5. 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.
- 14.6. The following officials will facilitate in bid related queries and make arrangements for deposit of bid documents.

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

- 14.7. In case bid documents are too bulky to be placed inside the tender box, arrangements will be made by the above mentioned officials to receive the tender. However, bidder should reach the venue before the date and time stipulated as per above clause 14.2.



15. Bid Opening:

- 15.1. The **Part A- Conformity to Eligibility Criteria** shall be opened, on the Date & Time and at the Venue specified in the Bid Schedule, in the presence of the Bidder's representative/s who may choose to attend the bid opening.
- 15.2. 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 (**Appendix-E**) enclosed.
- Note: Authorisation letter should be carried in person.**
- 15.3. 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.
- 15.4. 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 bids will be accepted on the next working.
- 15.5. The following details will be announced at the time of bid opening.
- 15.5.1. Name of the Bidders.
- 15.5.2. Presence or absence of cost of the Bidding document and Bid security.
- 15.5.3. Such other details as the Bank at its discretion may consider appropriate.
- 15.6. 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.
- 15.7. 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.
- 15.8. The Commercial Bid (indicative) of only those bidders who are qualified in **Part-B Technical Proposal** will be opened for Reverse Auction process.



E. SELECTION OF BIDDER

1. Preliminary Scrutiny:

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

2. Clarification of Offers:

- 2.1. 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.
- 2.2. 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.

3. Evaluation of Bid:

- 3.1. The Bank will evaluate the bid submitted by the bidders under this RFP. 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.

3.2. Part A-Conformity to Eligibility Criteria:

The Part A- Conformity to Eligibility Criteria submitted by the bidder will be evaluated based on **Eligibility Criteria** and on the documents submitted as per Appendix-A of RFP. The proof of documents should be submitted as per Appendix-A and it will be evaluated by the Bank and Bank will seek clarification, if required.

3.3. Part B-Technical Proposal:

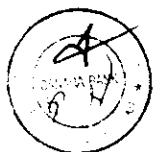
The Part B-Technical Proposal of only those bidders who qualified in Part A-Conformity to Eligibility Criteria, will be opened with due communication by the Bank. The Part B-Technical Proposal submitted by the bidder will be evaluated based on documents submitted as per **Appendix-B**. The proof of documents should be submitted as per **Appendix-B** and it will be evaluated by the Bank and Bank will seek clarification, if required.

3.4. Part C-Commercial Bid (indicative):

The Part B-Technical Proposal of only those bidders who qualified in **Part B-Technical Proposal**, will be opened with due communication by the Bank. The **Part C-Commercial Bid (indicative)** submitted by the bidder will be evaluated based on Bill of material submitted by the Bidder and reverse auction.

4. Bidders Presentation /Site Visits / Product Demonstration/POC:

- 4.1. The Bank reserves the right to call for a presentation on the features and functionalities from those Bidders who have qualified in **Part A-Conformity to Eligibility Criteria**.



- 4.2. As a Part of Technical Evaluation based on the technical bids submitted by the Bidders, Bank at its discretion may call the Bidders for conducting POC (Proof of Concept) of the Solution proposed by them. This exercise will be undertaken before opening of the Commercial Bids (Indicative) of the Bidders whose Part B-Technical proposals has been opened.
- 4.3. The Bank at its discretion call for providing of Proof of Concept (PoC) of proposed solution at the location which is identified by the Bank.
- 4.4. 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.
- 4.5. Setting of evaluation criteria for product demonstrations shall be entirely at the discretion of the Bank. The decision of Bank in this regard shall be final and in this regard, no correspondence shall be entertained.
- 4.6. All expenses incurred in connection with the above shall be borne by the bidder. However, Bank will bear the travelling, boarding and lodging expenses related to its own personnel and its Consultants, if any.

5. Normalization of Bids

- 5.1. The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that, shortlisted bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that, any of the Bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion request all the technically shortlisted bidders to re-submit the technical and Commercial Bids once again for scrutiny. The resubmissions can be requested by the Bank in the following manner;
 - 5.1.1. Incremental bid submission in part of the requested clarification by the Bank
 - OR
 - 5.1.2. Revised submissions of the entire bid in the whole
- 5.2. 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.
- 5.3. The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

6. 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 Notice Board/Bank's website (i.e. www.canarabank.com). Commercial Bids (indicative) of only technical qualified bidders shall be opened. Final list of the bidders (L1, L2, L3....etc) will be announced as indicated above. No separate intimation will be sent to successful Bidder.

7. 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:

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

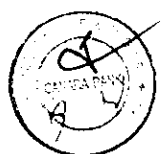
- 7.2. If there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly.
- 7.3. If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
- 7.4. 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
- 7.5. 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.
- 7.6. If the bidder does not accept the correction of errors, the bid will be rejected.

8. Commercial Evaluation

- 8.1. L1 Price will be determined after giving effect to arithmetical correction, if any.
- 8.2. 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-14** of RFP or in a manner described in paragraph F of **Appendix-G**. Brief Business Rules and Terms & Conditions of Reverse Auction are detailed in **Appendix-G**.

8.3. Online Reverse Auction:

- 8.3.1. Bidders, whose Commercial Bids (Indicative) has been opened by the Bank will be called for the Reverse Auction.
- 8.3.2. 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.
- 8.3.3. 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-G**.
- 8.3.4. 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.
- 8.3.5. 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.
- 8.3.6. All the Bidders who have Quoted/Bidder in Reverse Auction have to submit break-up of their Final price (last bid price) again as per **Annexure-14** within 2 working days form the date the date and time Auction. 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.

8.4. Re-auction/s Rules :

8.4.1. Bank may consider the option of a Re-Auction/s in following circumstances:

8.4.1.1. At the end of the Reverse Auction, L1 price is not acceptable to the Bank.

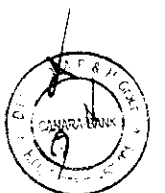
8.4.1.2. During the process of reverse auction, if there is no bids from logged in bidders, Bank may decide a re-auction by increasing the CAP price for Re-auction.

8.4.1.3. At the end of the Reverse Auction If only one bidder puts up bid/s, Bank at its discretion may decide a re-auction.

8.4.2. 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 ask 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.

8.4.3. Canara Bank reserves the right to reject any or all proposals. Similarly, it reserves the right not to include any bidder in the final short-list.

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



F. Ownership & Awarding of Contract:

1. Bid Validity Period:

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

2. Proposal Ownership:

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

3. Project Ownership:

3.1. If the bidder is offering solutions/products from other bidders/principals, as required in this RFP, they shall detail the responsibilities of the parties involved and also submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the project. The bidder must specify any and all relationships with third parties in respect of the ownership and also maintenance & support of all hardware and software related to **Selection of Service Providers for Delivery of Domestic & International SMS and IVR solutions** which are relevant to this RFP.

3.2. 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.

3.3. The Bidder also has to submit a certificate/Letter from OEM that the proposed Hardware, OS, any other related software and the solution offered by the bidder to the Bank are correct, viable, technically feasible for implementation and the solution will work without any hassles.

4. Acceptance of Offer:

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

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

4.3. 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.

4.4. 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.



5. Award of Contract:

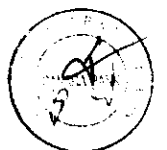
- 5.1. After Completion of Reverse Auction Process, the bidder who has quoted the lowest Total Cost of Ownership (TCO) will be declared as L1 Bidder, further the Bidder who has quoted the second lowest will be declared as L2 Bidder and in the same way L3, L4, so on.
- 5.2. For Award of contract Purchase Preference Clause mentioned in Section-H shall be applicable in addition to other provisions in the Bidding Document (RFP) in this regard.
- 5.3. As Bank is intending to select three service providers for delivery of SMSs, after selection of L1, Bank will give the opportunity to L2 & L3 Bidders to match the price of L1 Bidder and to share the services to be provided to Canara Bank. If L2 & L3 Bidders match the Prices of L1, then Bank will enter into contracts with all 3 separately by placing order and signing the agreement with them. If L2/L3 Bidder does not match the price of L1 then the opportunity for matching the L1 price will be given to L4, L5 and... so on and same procedure will follow. The second and Third Bidders who has accepted the price of L1 will be called selected bidder along with the L1 Bidder.
- 5.4. The Distribution of SMS will be in the ratio of 50:30:20 among L1, 2nd selected Bidder and 3rd selected Bidder respectively.
- 5.5. If only one Bidder matches the Prices of L1, then Bank will enter into contract with Two Bidder (with L1 and the only Bidder matching the L1 Price) separately by placing order and signing the agreement with them.
- 5.6. In case only one Vendor matches the Prices then the distribution of SMS will be in the ratio of 60:40 among L1, 2nd selected Bidder respectively. Bank at its discretion may float the RFP in future to select more vendors.
- 5.7. If none of the bidder matches the L1 price, Bank reserves the right to place order on L1 bidder only.
- 5.8. Bank reserves the right to decide on SMS distribution pattern among the selected bidder/s as per Bank's requirement. Bank's decision in this regard will be final and binding on the selected bidder/s.
- 5.9. The selected bidders shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the Selected Bidders shall be the date of acceptance of the order by the bidders.
- 5.10. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidders.
- 5.11. The period of contract shall commence from the date of execution of the contract by the bidders
- 5.12. The Shortlisted bidder/s will be required to supply the solution along with the hardware to various branches / Offices of the Bank at the rates not higher than the agreed rate finalized under this RFP.
- 5.13. Bidder/s has to note that only SMS mentioned in Line Item no. A to J of Bill of Material will be split in to the ratios mentioned in above clause 5.4 and 5.6 on case to case basis.

6. Security Deposit / Performance Bank Guarantee:

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



- 6.2. 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 value of the order (Exclusive of Taxes) 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 (Exclusive of Taxes).
- 6.3. Security Deposit should be submitted by way of DD drawn on Canara Bank payable at Bengaluru / Bank Guarantee may be obtained from any of the Scheduled Banks (other than Canara Bank). However, it should be as per the **Appendix-G**.
- 6.4. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Canara Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). The format for submission of Security Deposit / Performance Guarantee in the form of Bank Guarantee is as per Appendix-G. Any bank guarantee submitted in physical mode, including Security Deposit / Performance Guarantee which cannot be verifiable through SFMS will be rejected summarily.
- 6.5. Security Deposit/Performance Bank Guarantee should be valid for contract period from the date of last installation 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.
- 6.6. 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.
- 6.7. The security deposit / bank guarantee will be returned to the bidder on completion of Warranty Period.
- 6.8. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.
- 7. Effective Date:**
- 7.1. The effective date shall be date of acceptance of the order by the selected bidder. However, the bidder shall submit the acceptance of the order within seven days from the date of receipt of order. The Bank reserves the right to consider the late acceptance of the order, if any, at its discretion.
- 7.2. Failure to accept the order within seven days from the date of receipt of the order, makes the EMD liable for forfeiture at the discretion of the Bank. Thereafter the Bank shall be at liberty to proceed with procurement from the other Bidders within the purview of the same RFP by calling for fresh commercial quotes from the bidders. In such an event, the initially selected bidder stands disqualified for further participating in the subject Bid
- 8. Project Execution:**
- 8.1. The entire project needs to be completed expeditiously. The Bank and the selected bidder shall nominate a Project Manager each immediately on acceptance of the order, who shall be the single point of contact for the project at Bengaluru. However, for escalation purpose, details of other persons shall also be given. The project manager nominated by the bidder should have prior experience in implementing similar project. Project Kick-Off meeting should happen within 7 days from the date of acceptance of purchase order. The Bidder shall submit a Weekly progress report to the Bank on the progress in installation/commissioning of the solution as per format, which will be made available to the selected bidder.



9. Execution of Agreement:

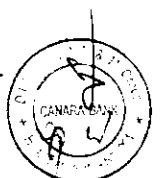
- 9.1. Within 21 days from the date of acceptance of the Order, the selected bidder shall sign a stamped "Agreement" with the Bank at Bengaluru as per the format to be provided by the Bank. Failure to execute the Agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected Bidder.
- 9.2. 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.
- 9.3. 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.

10. Pricing:

- 10.1. The Price offered to the Bank must be in Indian Rupees inclusive of all taxes and duties but Exclusive of GST. The Vendor has to quote the applicable taxes separately in the Bill of Material.
- 10.2. The item value along with GST should be claimed in the invoice and GST will be paid in actuals at our end.
- 10.3. 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.
- 10.4. From the date of placing the order till the delivery of the systems, if any changes are brought in the duties such as excise/customs etc., by the Government resulting in reduction of the cost of the systems, the benefit arising out of such reduction shall be passed on to the Bank.
- 10.5. Applicable Taxes will be paid at actuals.

11. Order Cancellation/Termination of Contract:

- 11.1. 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:
 - 11.1.1. Delay in delivery beyond the specified period for delivery.
 - 11.1.2. Serious discrepancies noted in the items delivered.
 - 11.1.3. Breaches in the terms and conditions of the Order.
- 11.2. 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:
 - 11.2.1. Non submission of acceptance of order within 7 days of order.
 - 11.2.2. Excessive delay in execution of order placed by the Bank.
 - 11.2.3. The selected bidder commits a breach of any of the terms and conditions of the bid.
 - 11.2.4. The bidder goes in to liquidation voluntarily or otherwise.
 - 11.2.5. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
 - 11.2.6. The progress made by the selected bidder is found to be unsatisfactory.
 - 11.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- 11.3. 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).



- 11.4. 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.
- 11.5. 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.
- 11.6. 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.
- 11.7. 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.



G. GENERAL CONDITIONS:

1. General Order Terms

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

2. Roles & Responsibility during Project Implementation

- 2.1. 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.
- 2.2. 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.
- 2.3. 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.
- 2.4. The selected bidder has to execute an Undertaking of Authenticity for Hardware/Software items as per Annexure-9.

3. Responsibilities of Selected Bidder

- 3.1. 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.
- 3.2. 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.
- 3.3. The selected bidder shall submit updated Escalation Matrix for the product/services on a Half-Yearly basis as at the end of 31st March and 30th September during warranty and AMC period.

4. Human Resource Requirement

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

- 4.1. 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.
- 4.2. 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.
- 4.3. 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.

- 4.4.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.
- 4.5.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.
- 4.6.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.

5. Responsibility for Completeness

- 5.1.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.
- 5.2.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.
- 5.3.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.

6. 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.

7. 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.

8. Assignment

- 8.1.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.



8.2.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.

9. 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.

10. Insurance

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

11. Guarantees

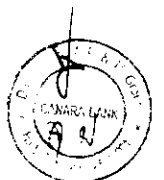
The bidder should guarantee that the hardware items delivered to the Bank are brand new, including all components. In the case of software, the bidder should guarantee that the software supplied to the Bank includes all patches, updates etc., and the same are licensed and legally obtained. All hardware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

12. Intellectual Property Rights

12.1. 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.

12.2. 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.

12.3. 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.

- 12.4. 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.

13. Confidentiality and Non-Disclosure

- 13.1. 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-6.
- 13.2. 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.

14. Indemnity

- 14.1. 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:
- 14.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;
- 14.1.2. Any contravention or Non compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;
- 14.2. 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 **Configuration Management Solution** and Other Items supplied by them.
- 14.2.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
- 14.2.2. The limits specified in above 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.
- 14.2.3. 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.
- 14.3. Bidder's aggregate liability shall be subject to an overall limit of the total Cost of the project.



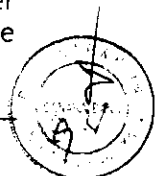
15. Force Majeure

- 15.1. 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.
- 15.2. 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.
- 15.3. 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.
- 15.4. 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.

16. Responsibilities of the Bidder

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

- 16.1. 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.
- 16.2. The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
- 16.3. No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- 16.4. 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.
- 16.5. 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.

17. Corrupt And Fraudulent Practices

- 17.1. 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:
- 17.2. "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
- 17.3. "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.
- 17.4. 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.
- 17.5. 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.
- 17.6. 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.
- 17.7. 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.
- 17.8. The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for supply, installation and maintenance of Configuration Management Solution and other items by the Bank.

18. Adoption of Integrity Pact

- 18.1. 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.
- 18.2. Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- 18.3. The Bidders shall submit signed Pre Contract integrity pact as per **Appendix-I** along with Part-A Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.
- 18.4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates



- 18.5. 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.
- 18.6. 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.
- 18.7. 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.
- 18.8. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 18.9. Integrity pact shall be signed by the person who is authorized to signed the Bid.
- 18.10. The Name and Contact details of the Independent External Monitor(IEM) nominated by the Bank are as under:

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

19. 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 and mutually agreed by the parties.

20. Amendments to the Agreement

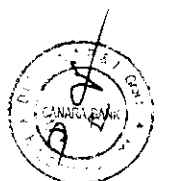
Once AMC agreement [If AMC contracted] is executed with the bidder, no amendments or modifications of Agreement and no waiver of any of the terms or conditions thereof shall be valid or binding unless made in writing and mutually agreed by the parties.

21. 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.

22. Social Media Policy:

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



23. Resolution of Disputes:

All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract or in the discharge of any obligation arising under this Contract (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 parties failing to consent upon a single arbitrator than BOTH PARTIES shall approach Court of Law for the appointment of sole arbitrator as provided under the Arbitration and Conciliation Act 1996. Place of Arbitration shall be Bengaluru, INDIA which will be governed by Indian Arbitration and Conciliation Act 1996. Proceedings of Arbitration shall be conducted in English language only.

24. Legal Disputes and Jurisdiction of the court:

24.1. The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

24.2. 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.



H. PURCHASE PREFERENCE

Purchase Preference to Micro and Small Enterprises (MSEs) and Startups and Purchase Preference linked with Local Content (PP-LC) shall be applicable subject to full compliance of other terms and conditions of the RFP and Contract. Following are the conditions applicable as per the Government of India Guidelines on Purchase Preference.

1. Micro & Small Enterprises [MSEs]:

Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification no. D.L.-33004/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the Government of India Guidelines

- 1.1. MSEs should provide proof of their being registered as MSE (indicating the Terminal Validity Date of their Registration) **for the item** under Tender/ RFP along with their offer, with any agency mentioned in the Notification, including:
 - 1.1.1. District Industries Centres or
 - 1.1.2. Khadi Village Industries Commission or
 - 1.1.3. Khadi & Village Industries Board or
 - 1.1.4. Coir Board or National Small Industries Corporation or
 - 1.1.5. Directorate of Handicrafts & Handloom or
 - 1.1.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
 - 1.1.7. For ease of registration of Micro and Small Enterprises (MSMEs), Ministry of MSE has started Udyog Aadhaar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.
- 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 at least 20% of total tendered value. In case there are more than one MSEs within such price band and agree to bring down their price to L1, the 20% quantity is to be distributed proportionately among these Bidders.
- 1.3. MSEs are exempted from paying Application fee/cost & EMD, subject to furnishing of Valid certificate for claiming Exemption.
- 1.4. 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.
- 1.5. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Canara Bank as per Form PP-B.
- 1.6. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.
- 1.7. The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.



2. Startup:

- 2.1. Applicable for Indian Bidders only as defined in gazette notification no. D.L-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.
- 2.2. As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in tender document.
- 2.3. Further, the Startups are also exempted from submission of Tender Fee and EMDs.
- 2.4. For availing the relaxations, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.
- 2.5. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Canara Bank as per Form PP-B.

3. Procurement through Local Suppliers (Make in India):

Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 28.05.2018 has notified revised guidelines to be followed to promote manufacturing and production of goods and services in India under "Make in India" initiative.

- 3.1. "Local Supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under the aforesaid order or by the competent Ministries/Departments in pursuance of the aforesaid order.
- 3.2. The minimum local content shall be 50% in general (unless otherwise prescribed by the Nodal Ministry) and the margin of purchase preference shall be 20%.
- 3.3. For award of contract, the following clauses shall be applicable in addition to other provisions in the bidding document in this regard:
 - 3.3.1. In procurement of goods, services or works in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of goods or services or works is more than Rs. 50 lakhs, the provisions of sub-paragraph 3.3.2 or 3.3.3, as the case may be, shall apply;
 - 3.3.2. In the procurements of goods or works which are not covered by paragraph 3.3.1 and which are divisible in nature, the following procedure shall be followed:
 - 3.3.2.1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
 - 3.3.2.2. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining



50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case, some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

- 3.3.3. In procurement of goods or works not covered by sub-paragraph 3.3.1 and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:
- 3.3.3.1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
- 3.3.3.2. If L1 bid is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching L1 price.
- 3.3.3.3. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
- 3.4. Purchase preference for domestic manufacturer/local supplier, methodology of its implementation, value addition to be achieved by domestic manufacturers, self-certification, compliance, monitoring and other terms & conditions shall be as per the aforesaid Guidelines/Notifications. The Guidelines may be treated as an integral part of the tender documents.
- 3.5. The preference to 'Public Procurement (Preference to Make in India) Order 2017' shall be subject to meeting technical specifications and full compliance of other terms and conditions of the RFP and Contract.
- 3.6. The Bidder quoting value upto Rs. 10 Crores shall be required to provide self-certification (as per Form PP-C) along with the bid that the item offered meets the minimum local content in terms of para 9(a) of the Public Procurement (Preference to Make in India) Order 2017. Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers. Bidder has to provide the value & percentage of the local content in price bids.
- 3.7. If Bidder is quoting more than Rs. 10 Crores in their Commercial Proposal, then Bidder has to submit a certificate (as per Form PP-D) from statutory auditor of the company (in case bidder is a company) or from a practicing Cost Accountant or practicing Chartered Accountant (in case bidder is not a company) along with his bid in terms of para 9(a) of the Public Procurement (Preference to Make in India) Order 2017. Bidder has to provide the value & percentage of the local content in price bids.



- 3.8. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules issued by the Ministry of Finance for which a bidder or its successors can be debarred for up to two years as per Rule (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- 3.9. All the relevant documents/information regarding claim for preferential treatment under this policy must be submitted along with offer by the tenderers. Post tender submission of these information/documents shall not be considered. Further firms seeking these considerations shall be completely responsible for the truthfulness and authenticity of their claim for these benefits.
- 3.10. **Ministry of Electronics and Information Technology (MeitY):**
In furtherance of the Public Procurement (Preference to Make in India) Order 2017 notified vide reference cited above, Ministry of Electronics and Information Technology, Government of India has notified ten (10) electronic products vide reference F.No.33(1)/2017-IPHW dated 14.09.2017.
- 3.10.1. Domestic Manufacturers are required to indicate the domestic value addition/Local Content in terms of Bill of Material (BoM) for the quoted products, in terms of aforesaid guidelines, in their bid. Bidders, claiming to bid in the status of domestic manufacturer/local supplier on behalf of domestic manufacturer are also required to give an undertaking in the format as given in MeitY Form-1.
- 3.11. **Department of Telecommunications (DoT):**
In furtherance of the Public Procurement (Preference to Make in India) Order 2017, Department of Telecommunications, Ministry of Communications, Government of India has notified Thirty-Six (36) Telecom Products, Services and Works vide reference No. 18-10/2017-IP dated 29.08.2018.
- 3.11.1. Domestic Manufacturers are required to indicate the domestic value addition/Local Content in terms of Bill of Material (BoM) for the quoted products, in terms of aforesaid guidelines, in their bid. Bidders, claiming to bid in the status of domestic manufacturer/local supplier on behalf of domestic manufacturer are also required to give an undertaking in the format as given in DoT Form-1.
- 3.12. Canara Bank shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain complete back up calculation.
4. In case a bidder is eligible to seek benefit under Purchase PP-LC policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC and MSE policy in Form PP-A. The option once exercised cannot be modified subsequently.
5. Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.
6. In case a MSEs bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders



7. For price matching opportunities and distribution of quantities among bidders (bidder's option to avail any one out of two applicable purchase preference policies, i.e., PP-LC-2017 or PPP-2012 will be considered), the precedence shall be in the following order:

7.1 Public Procurement Policy for MSE 2012

7.2 Purchase Preference linked with Local Content (PP-LC).


DEPUTY GENERAL MANAGER



Annexure-1
Bid Covering Letter Format

Reference No:

Date:

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

Dear Sir,

SUB: RFP for Selection of Service Providers for Delivery of Domestic & International SMS and IVR solutions.

Ref: Your RFP 12/2018-19 dated 06/12/2018

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

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

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

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

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

We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in shortlisting of bidders.

All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.



केनरा बैंक  Canara Bank

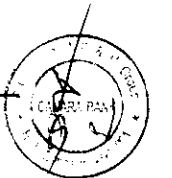
We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations

Date

Signature with seal

Name :

Designation :



Annexure-2
Eligibility Criteria Declaration

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

SUB: RFP for Selection of Service Providers for Delivery of Domestic & International SMS and IVR solutions.

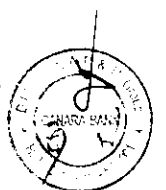
Ref: Your RFP 12/2018-19 dated 06/12/2018

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

Sl. No.	Eligibility Criteria	Documents to be submitted with Part A-Confirmity to Eligibility Criteria	Bidder's Response and Documents Submitted
CONSTITUTION	<p>a) The Bidder should be registered as a company in India as per Company Act 1956 and should have been in operation for a period of at least 3 years as on 31/03/2018.</p> <p>Or</p> <p>The Bidder should be a Company/PSU/Statutory Body owned by Central/State Government//PSU</p>	<p>Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company</p> <p>OR</p> <p>Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies.</p> <p>Or</p> <p>Necessary certificate in case of Company/ PSU /Statutory Body owned by Central/State Government.</p>	
OEM	<p>b) Bidders shall be the Telecom Network Operator (OR) An authorized Aggregator</p>	<p>If the applicant is a Telecom Network Operator necessary certificate from respective Telecom authority to be submitted.</p> <p>If the bidder is an Authorized Aggregator, an Authorization letter from their Telecom Operator/s to resell their Services in India and it should be valid for a minimum period of 3 years from the date of submission of the Bid.</p>	
FINANCIALS	<p>c) The Bidder should have registered a Turnover of Rs. 25 Crores or more from SMS and IVR business in India in any one of the last 3 financial years (i.e., 2015-16, 2016-17, 2017-18)</p>	<p>a. Bidder has to submit Audited Balance Sheet last 3 Years (i.e., 2015-16, 2016-17, 2017-18) In case Audited Balance sheet for 2017-18 is not ready, Bidder must produce a certificate from the Company's Chartered Accountant to this effect.</p>	



		b. Bidder also to submit a chartered accountant certificate clearly stating that the Bidder is having a Turnover of 25 Crores or more from SMS and IVR business in India in at least one of the last 3 financial years (i.e., 2015-16, 2016-17, 2017-18)	
	d)	The Bidder should have Positive Net Worth as on 31/03/2018.	The Bidder must produce a certificate from the Company's Chartered Accountant to this effect.
BIDDER EXPERIENCE	e)	The Bidder should be providing SMS services to minimum One Public/Private Sector Organization in India. The solution offered should be currently running successfully in a Public/Private Sector Organization as on the date of the RFP.	Purchase Order/Reference Letter from the Concerned Organization to be submitted to this effect.
	f)	The Bidder shall have a valid registration with TRAI as a Telemarketer.	Registration certificate copy to be furnished
	g)	The applicant shall have support office in Bengaluru.	Support office details as per Annexure-4 to be submitted.
Infrastructure and experience	h)	The Bidder should not be a blacklisted/ debarred company as on date of submission of Bid by any Government Entity, Bank, TRAI and Financial Institutions.	Bidder should submit an undertaking letter to this effect in Letter Head stating.
	i)	The Bidder should have tie up/ arrangements with minimum 3 Telecom Network Operators for handling domestic and minimum 2 telecom providers for international SMS.	The Bidder should provide the list of telecom operators in India and Abroad along with certificate from Telecom Operator in India and Abroad.
	j)	The Bidder should have capability to send alerts from multiple (at least two) geographical locations in India for ensuring business continuity.	Bidder to provide address of locations from where SMS alerts will be sent.
	k)	Bidder should have a capability to handle at least 10 Million real time SMS alerts per day for banking transactions of Banks.	Bidder to submit latest month's invoice paid by respective organization, clearly stating the volume of real time SMS alerts sent



	i) The Bidder must have successfully implemented project of similar nature with atleast 2 Billion SMSes sent in any one year in last 3 years (i.e. from 01/10/2015 to 30/09/2018)	Bidder has to provide Purchase order/reference letter clearing stating the no. of SMSes sent yearly.	
--	--	--	--

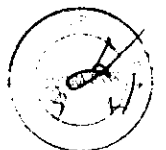
We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection.

Date

Signature with seal

Name :

Designation :



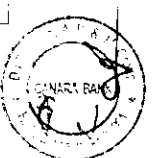
Annexure-3

Bidder's Profile

SUB: RFP for Selection of Service Providers for Delivery of Domestic & International SMS and IVR solutions.

Ref: Your RFP 12/2018-19 dated 06/12/2018

Sl. No.	Particulars	Details
a)	Name of the Firm/Company	
b)	Constitution (Ltd./ Pvt. Ltd/Firm).	
c)	Date of Establishment/Incorporation	
d)	Whether registered as MSE for the item under the RFP? (Proof of registration as MSE indicating terminal validity date of registration for the item under the RFP.)	
e)	Whether Recognized as a Startup by Department of Industrial Policy and Promotion (DIPP)? (Proof of such Recognition, indicating terminal validity date of registration and Certificate from CA that the Turnover of the entity has not Exceeded Rs 25 Cr for any Previous year.)	
f)	Whether eligible for Purchase Preference linked with Local Content under Public Procurement (Preference to Make in India) Order 2017, and Notifications issued thereunder? (Form PP-C or PP-D as applicable.)	
g)	Address of Corporate Office	
	Address of the Registered Office	
	Order to be placed on Registered Office/Corporate Office with contact person details?	
h)	Telephone No	
	E-mail Address	
	Website	
i)	Annual Turnover:	2015-2016
		2016-2017
		2017-2018
j)	Net worth as on 31/03/2018	
a)	Domestic Customer Base (Number of Clients similar Services were supplied and installed in India)	
k)	Our PAN number for Income Tax is :	
	We are registered with the GST authorities and our registration numbers are as follows. GST Registration Number is	



<u>Our Bank Details</u>	
b)	Name and Style of Bank Account
	Name of the Bank and Branch address
	Account Number
	RTGS / NEFT Code

Date

Signature with seal

Name :

Designation :



Annexure-4

Service Support Details

SUB: RFP for Selection of Service Providers for Delivery of Domestic & International SMS and IVR solutions.

Ref: Your RFP 12/2018-19 dated 06/12/2018

Sl. No.	Location	Postal Address	Contact person Name & Mobile No..	Landline No	Email-ID	No. of Engineers	Jurisdictions
1.	Bengaluru						
2.	Any other						

Date

Signature with seal

Name :

Designation :



Track Record of Past Implementation of Projects towards Selection of Service Providers for Delivery of Domestic & International SMS and IVR solutions

SUB: RFP for Selection of Service Providers for Delivery of Domestic & International SMS and IVR solutions.

Ref: Your RFP 12/2018-19 dated 06/12/2018

Name of the Bidder _____

List of Bidder's Major Customers in Last 3 Years and References

Sl. No.	Name of the Client/s where similar Services were delivered	Contact Person's Name	Telephone No.	Address
1	2	3	4	5

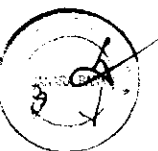
(Enclose necessary documentary proof)

Date

Signature with seal

Name :

Designation :



Non-Disclosure Agreement

SUB: RFP for Selection of Service Providers for Delivery of Domestic & International SMS and IVR solutions.

Ref: Your RFP 12/2018-19 dated 06/12/2018

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

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

WHEREAS, the Bidder understands that in the course of submission of the offer for "Selection of Service Providers for Delivery of Domestic & International SMS and IVR solutions" 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.

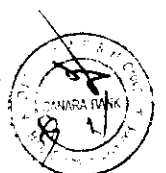
The Bidder shall not, without the BANKs written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those 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 :

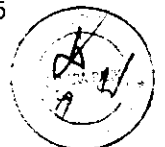


Scope of Work

SUB: RFP for Selection of Service Providers for Delivery of Domestic & International SMS and IVR solutions.

Ref: Your RFP 12/2018-19 dated 06/12/2018

Sl. No.	Scope of Work	Bidder's Compliance (Yes/No)
I. General requirements		
A. Hardware/software requirements		
1.	The Bidder shall provide/install the required hardware/software including failover servers in active/active mode with load balancing, if any, in Data Centre & Disaster Recovery Centre of the Bank with a 3 Tier Architecture for handling Push and Pull SMSs at their own cost. It should be scalable to meet bank's future requirements without any cost to the bank.	
2.	Installation of the IVR shall include all necessary hardware, operating software, application software, interface software and cards, voice prompts (as directed by the Bank), system speech, cables and connectors etc.	
3.	The solution should be deployed at the Data Centre (DC) and Disaster Recovery (DR) sites of the Bank including test setup with 3 Tier Architecture.	
4.	Bidder has to provide the hardware configuration to cater the solution requirement. The Proposed hardware should be capable to handle the load till project tenure with not more than 50% peak resource utilization at any point of time during contract period. Bank at its discretion can review the hardware during the evaluation of Technical Proposal.	
5.	The connectivity between Bidder's locations/servers and Bank's DC/DRC shall be provided by the Bidder at their own cost. If the Bank desires, connectivity with the Bidder's infrastructure will have to be provided through leased lines, at no extra cost to the bank	
6.	The Bidder has to provide the software solution API which is capable of integrating with Bank's Core Banking Solution / middle wares running in the Bank	
7.	The solution should be able to adapt to the current/future changes in technology used by the bank. For example the encryption/decryption techniques	
8.	The solution should support all standard protocols used in the industry for the specific solution from time to time (SMPP, http and https protocols and any other protocols that may emerge in future)	
9.	The solution should be able to support distribution of traffic (SMS/IVR) to different vendors (at least 5) based on the ratio decided by the bank, if required. Bank solely reserves the right to decide the distribution ratio.	
10.	Timestamp of Bidder's server should be in sync with Bank's middleware server (NTP)	
11.	The Bidder should provide a complaint tracking system /ticketing mechanism for bank use for tracking and analyzing the issues. The ticketing system should be capable of integrating with the bank's ticketing systems like CPGRS. 1. It should provide complaint number while registering a complaint and the resolution should be updated in the portal.	



	2.It should provide monthly reports by analyzing the issues reported by the bank/customers	
12.	The Bidder should have proper test infrastructure/UAT/SIT with the capability of end-to-end testing of all the integrations with the bank applications in both DC as well as DRC set-ups	
B. Alerts, reports and back up		
1.	The Bidder should be able to provide the daily statistics with an auto generated mail to the mail-ids advised by the bank. The daily statistics of the previous day should contain atleast but not limited to, the following fields(SMS and IVR separately) : <ol style="list-style-type: none"> 1. Date 2. Total SMS received 3. Category of SMS 4. Total inbound IVR calls 5. Total outbound IVR calls 6. Category wise call reports 7. Call duration(IVR) 8. Total success 9. Total failed/expired 10.Total DLR pending (SMS) 11.Total invalid 12.Total DND 13.Total number of retries 14. Country wise delivery status 	
2.	The Bidder will be responsible for providing necessary reports/documents to the bank for the cross verification of data at any point of time	
3.	The Bidder shall provide automated alert systems and daily reports to the bank for monitoring the services. Automated SMS and email alerts should be send to the bank team as well as the vendors in case of any DB issues, connectivity issues, SMS pileup etc	
4.	The solution should be capable of providing period wise reports (e.g. SMS for last 6 Months) since inception on SMS sent including various status wise like delivered, undelivered, if undelivered reasons thereof, etc	
5.	The Bidder should submit the SMS logs back up (DVD or other physical storage device) to the bank on monthly basis	
6.	The Bidder should have capability of maintaining the SMS sent data logs for the contract period. After end of the contract, the Bidder should handover the complete back up of the logs to the bank in retrievable format preferably in hard disk drive	
C. Portals and Dashboard		
1.	The Bidder should provide an online portal & Bulk portal with the following capabilities: <ol style="list-style-type: none"> 1. Bulk SMS campaign portal capable of sending one-to-one and one-to-many and many-to-many type of campaigns, with the capability of scheduled delivery 2. IVR portal for multicasting of pre-recorded promotional messages. 3. Secure Login control should be provided for accessing the bulk campaign portals with Non-Generic, usernames password, OTP authentication, CAPTCHA code, etc. 	

	<ol style="list-style-type: none"> 4. The portal should be available internally and externally and should support multiple users for use by the Bank's Admin Offices such as Circle Offices, Regional Offices, Wings etc. User management facility with different level of access like maker checker facility for different categories of Non-Generic user should be available. 5. The Bidder should be able to provide a robust campaign manager to integrate interactive mobile marketing campaigns on short code or extended codes. 	
<ol style="list-style-type: none"> 2. 	<ol style="list-style-type: none"> 1. Daily reports and monthly reports should be available in the dashboard (for all type of SMS/inbound & out bound calls by the bank). 2. Live dashboard should be available with (but not limited to), the following, parameters (Daily/weekly/monthly/yearly) <ol style="list-style-type: none"> a. Count of SMS sent b. Delivered c. Failed d. DLR pending e. Operator wise report/ delivery status f. Live monitoring of SMS logs <ol style="list-style-type: none"> i. Mobile number ii. Message category iii. Operator iv. Circle/ Area v. Sender ID vi. Number of retries vii. Time stamp of SMS received at gateway viii. Timestamp of SMS send to operator ix. Time stamp of SMS delivered to subscriber x. Status of SMS xi. IMEI number of handset to which SMS is delivered g. Live monitoring of IVR calls <ol style="list-style-type: none"> i. Details of inbound calls ii. Details of out bound calls iii. Call status 3. Dashboard should be available in bank's intranet and also internet and has to be separate from the Bulk Portal. 4. Dashboard should provide entire logs from the day of inception at any point of time. 5. The Dashboard should have user management facilities and different level accesses. It should support multiple sessions for the use of Branches and other Admin Offices of the Bank and should be capable of integrating with the Bank's Single-Sign-On system. 6. The Dashboard should have the capability to mask certain information (specified by the bank) when accessed by certain class of users. 7. The Dash board should be capable of generating automated SLA compliance reports and should include filters based on but not limited to, parameters such as date, message content, mob no, OTP, bulk types etc. 	



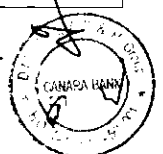
3.	Approval of templates from Telecom Regulatory Authority of India (TRAI) whenever any ad-hoc promotional/alert messages are to be sent, same needs to be available through dash board	
4.	The Bidder should provide portals as well as API's for the use of call center and branches, the API may contain (but not limited to) the following facilities <ol style="list-style-type: none"> Check delivery status of SMS. Get operator wise and area wise delivery status(to identify any issues with a particular operator). Get SMS and IVR call logs. Push notification on mobile app 	
D. Support		
1.	The Bidder should be able to support in case of any change in location of DC / DR for any business purposes	
2.	Any new integrations/ up-gradations during the contract period, if required have to be done by the vendor without any additional cost to the bank	
3.	The solution mustbe capable of integrating with Bank's Information Security and Risk Management tools such as SOC, SIEM, PIM, FRM etc. Such integrations initially or in future, during the contact period shall be done at the directions of the Bank without any additional cost	
4.	Changes recommended by regulatory authorities from time to time should be incorporated by the Bidder without any additional cost to the bank	
5.	The solution should be scalable to meet the requirements of the bank for the next 3 years without any additional expenses	
6.	Providing support to different technologies, protocols etc is the responsibility of the Bidder	
7.	The Bidder shall provide 24*7*365 days onsite and offsite support with adequate technical knowledge and experience to ensure the smooth operations	
8.	The Bidder has to provide the delivery reports with IMEI number and time stamp, if requested by the bank. Delivery reports shall be made available using the SMPP or HTTPS-API or using the secure file transfer protocols in the prescribed format as required by the Bank. The delivery report should have the following minimum fields but not limited to: <ul style="list-style-type: none"> Mobile number/ MSISDN Message text Message Category Bearer (GSM/CDMA) Operator Circle National Sender Name/ID Date/time of SMS received at the gateway. Date/time of SMS send to the operator. Date/time of SMS delivered to the end subscriber. Status of the SMS Status / Error code and description. 	
9.	Current period (up to 12 months) data should be readily available	
10.	The Bidder should retrieve and provide the required historic data to bank within 12 hours of receiving request in this regard from the bank	



E. Security and compliances		
1.	The SMS should be encrypted at the sender end and decrypted at the receiver end. The solution should support 128 bit to 256 bit encryption	
2.	The solution should take care of the security gap by addressing the inherent limitations of message security	
3.	The solution should be secured and should take care of the security vulnerabilities like that is SMS spoofing, Man-in-middle attack, Message disclosure, Denial of services attack, SMS viruses, SMS Phishing, Spamming etc.	
4.	DND compliance will be the responsibility of the Bidder	
5.	The Bank shall have the discretion to audit the successful Bidder infrastructure setup and flow for verifying the authenticity of data with respect to the real-time automatic delivery reports and other related reports	
6.	The Bidder has to support for all internal and external audits, configuration audits, Server Hardening, OS Hardening Ethical Hacking, PenetrationTesting, Vulnerability Assessment etc. periodically conducted by the bank or agencies assigned by the Bank for the purpose. The Bidder has to support to close any observations made during the audit/security tests within the timelines	
7.	The Bidder should provide clean Source Code audit certificates from Cert-in certified Auditor for the solution provided at their own cost	
8.	The Bidder should provide periodic security updates/patches for the hardware and software as a part of the solution without any additional cost to the bank	
9.	The Bidder must have its own DC and DR located in India for providing SMS gateway/IVR services. The Bidder should have DR capability for SMS and IVR services from at least two different seismic zones in two different geographical locations for ensuring business continuity	
10.	The scope of the services is to be provided for a period of minimum 3 years from the date of completion of User acceptance test of the total solution (including integrations with Bank's various applications as per the requirement of the project). Bank can also increase or decrease the scope of services during the period of contract with a notice of 30 days	
11.	Upon completion of 3 years, the bank may extend the contract further with all or some of the bidders further upon mutual agreement subject to the satisfaction of the bank	
12.	Bank reserves its right to change the scope of the RFP considering the size and variety of the requirements and the changing business conditions	
13.	The Rates Quoted by the Bidder will be valid for 3 years	
14.	Either the Bidder should be a telecom operator or an aggregator with in-house platform set up for SMS, voice service etc. without any dependency on the third party	
II. SMS services		
1.	The Bidder should have capabilities to send SMS to all handsets and network types and on all telecom operators available in India and abroad without any exception	
2.	The Bidder shall be responsible for delivery of real time SMS alerts on 24*7*365 basis around the globe without any exception	
3.	The solution should be able to process atleast 2000SMS/sec	
4.	Sender ID allotted should be unique for our bank and same should not be used by any other entity across the globe. Bidder must submit declaration confirming the same	
5.	The solution provided by the service provider should be handset, Operator and network agnostic	
6.	The Bidder has to ensure proper retries and duplicate message filtering mechanisms in the software solution. Retries should not be charged	



7.	The Bidder should have tie up/arrangement with multiple telecom service providers to send SMS to domestic/international customers as per the time norms specified in the document	
8.	The Bidder should be able to provide uninterrupted services. In case of failure of their own or primary telecom partner (operator) the Bidder should have fall back arrangements with multiple telecom operators so that there will not be a dependency on a particular operator	
9.	The Bidder has to ensure that SMS messages of any length should be delivered as a single message on receiver's handset, unless there is a dependency for the same on the receiver's mobile handset	
10.	In case the services provided by the telecom service provider (operator) engaged with the Bidder is found not satisfactory by the bank, the Bidder shall make arrangement to change the telecom service provider at the direction of the bank within one month without any additional cost to the bank	
11.	The solution should be able to support distribution of SMS traffic to different vendors (at least 5) based on the ratio decided by the bank, if required. Bank solely reserves the right to decide the distribution ratio	
12.	The delivery report should be updated in bank's middleware in real time	
13.	The solution should support all regional languages	
14.	Operator wise message termination data to be provided by the vendor upon request from the bank	
III. IVR services		
1.	Installation of the IVR shall include all necessary hardware, operating software, application software, interface software and cards, voice prompts (as directed by the Bank), system speech, cables and connectors etc.	
2.	The Bidder should have the capabilities to provide facility to deliver OTP through automated phone call (IVR) and multicasting promotional voice calls as and when required by the Bank	
3.	The IVR Voice call may be initiated to the customer, if the OTP message delivery confirmation is not received within 30 (Thirty) seconds of sending the message or initiated by the customer by clicking on a button	
4.	System must include flexible message recording that allows the Bank to update messages as and when required on upcoming events or programs	
5.	CATEGORIES OF IVR 1. IVR for OTP: A call may be initiated automatically or upon customer request. Customer may opt for OTP through call when, OTP and Resend OTP options fail. Alternately, the solution should be capable to initiating an outbound voice call to the customer's registered mobile number to deliver the OTP upon failure of OTP/Resend OTP with out customer initiation, after a preset time period, if the bank decides so. 2. Promotional bulk calls: calls with pre-recorded voice message should be initiated to the customer mobile numbers.	
6.	The solution must be capable of voice synthesis, i.e. creating a voice message, based on the text message content.	
IV. Virtual mobile numbers and USSD services		
1.	This category of service provides interactivity to the customer, who can through SMS make an enquiry and get the answers in real time. Some examples are Balance Inquiry etc.	
2.	The Bidder has to provide an easy to remember long code(s)/short code for domestic/VMN for international numbers, for the use of Canara Bank, to receive incoming SMSs from its customers in India and Abroad, without any extra cost to the Bank	
3.	The Bidder shall provide VMN number for the services or with an option of utilizing the existing VMN number available/provided by the Bank	



4.	The Virtual Mobile Number provided to the Bank and activated will become the property of the Bank. In case of expiry of the contract or termination of the contract due to any reason, the Bidder has to surrender these Virtual Mobile Numbers to the Bank	
5.	The Bidder has to facilitate responding to missed call services of the Bank's Customers. If necessary, the existing telephone number used by the Bank's customer need to be enabled in the new services	
6.	The Bidder should provide USSD services to the bank compatible with all telecom operators who are extending USSD services. In case any operator has not enabled the USSD service, necessary support document should be provided	
F.	The Bidder should be able to allocate a minimum throughput of 2000 SMS/sec to Canara Bank from multiple operators.] Bidder has to submit a Self-Declaration into this effect.	
G.	The Bidder shall have their own gateway and with following minimum capacity for the bank: a. SMS Gateways>2000 TPS, b. USSD>100 TPS, c. IVR> 200 connections. Bidder to provide duly certified documentary proof with respect to number of transactions of call handling through IVRS & SMS based system for their internal as well as external customers.	

Date

Signature with seal

Name :

Designation :



Quoted Hardware/Software Details

Sl. No.	Item Description	Qty	OEM of the product	Model Name	Date of Release of Product	OS version	End of Life (EOL)/End of Support (EoS) detail of the offered equipments	Configuration of the offered Equipment, available Ports & open slots etc.
1.	Servers for DC							
2.	Operating System for DC							
3.	Servers for DRC							
4.	Operating System for DRC							
5.	Servers for UAT at DC							
6.	Operating System for UAT DC							
7.	Other System Software							
8.	SMS solution software							
9.	Other hardware/software							

Date

Signature with seal

Name :

Designation :



Undertaking of Authenticity for Selection of Service Providers for Delivery of Domestic & International SMS and IVR solutions

SUB: RFP for Selection of Service Providers for Delivery of Domestic & International SMS and IVR solutions.

Ref: Your RFP 12/2018-19 dated 06/12/2018

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

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

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

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

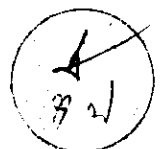
In case of default and we are unable to comply with the above at the time of delivery or during installation, for the IT Hardware/Software already billed, we agree to take back the **Solution** without demur, if already supplied and return the money if any paid to us by you in this regard.

Date

Signature with seal

Name :

Designation :



Compliance Statement

SUB: RFP for Selection of Service Providers for Delivery of Domestic & International SMS and IVR solutions.

Ref: Your RFP 12/2018-19 dated 06/12/2018

DECLARATION

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

Compliance	Compliance (Yes / No)	Remarks / Deviations
Terms and Conditions		
Scope of Work as Per Annexure-7		

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

Date

Signature with seal

Name :

Designation :



Undertaking Letter Format

SUB: RFP for Selection of Service Providers for Delivery of Domestic & International SMS and IVR solutions.

Ref: Your RFP 12/2018-19 dated 06/12/2018

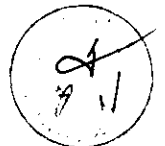
- a. We understand that Bank shall be placing Order to the Selected Bidder exclusive of taxes only.
- b. We also confirm that we have quoted the solution with GST only.
- c. We also confirm that in case of invocation of any Bank Guarantees submitted to the Bank, we will pay applicable GST on Bank Guarantee amount.
- d. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.
- e. We hereby confirm to undertake the ownership of the subject RFP.
- f. We also confirm that we have quoted for post warranty AMC rates (as per terms and conditions of the tender), giving the rates/price in Bill of Material (BOM).
- g. We hereby undertake to provide necessary hardware with latest product and software with latest version and any third party licenses with latest version required for the implementation of the Solution. The charges for the above have been factored in Bill of Material (BOM), otherwise the Bid is liable for rejection. We also confirm that we have not changed the format of BOM.

Date

Signature with seal

Name :

Designation :



Escalation Matrix

SUB: RFP for Selection of Service Providers for Delivery of Domestic & International SMS and IVR solutions.

Ref: Your RFP 12/2018-19 dated 06/12/2018

Name of the Company:

Delivery Related Issues:

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

Service Related Issues:

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

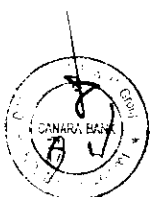
Any change in designation, substitution will be informed by us immediately..

Date

Signature with seal

Name :

Designation :



Annexure-13
Manufacturer Authorization Form

[Note: This Format Letter should be on the letterhead of the manufacturing concern and should be signed by an Authorised 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 Selection of Service Providers for Delivery of Domestic & International SMS and IVR solutions.

Ref: Your RFP 12/2018-19 dated 06/12/2018

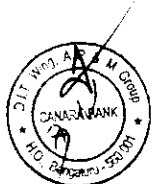
We _____ who are established and reputed manufacturers of _____ having factories/development facilities at 1) _____ and 2) _____ do hereby authorise M/s _____ (Name and address of the Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for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

We (Manufacturer) hereby extend our warranty as per terms and conditions of the tender and the contract for the solution, products/equipment and services offered against this invitation for tender offer by the above firm and will extend technical support and updates for our products for contract period from the date of installation.

We (Manufacturer) also confirm that we will ensure all product updates (including management software updates and new product feature releases) are provided by M/s for all the products quoted for and supplied to the bank during the 3 Years Contract period. In case this is not considered while quoting and in the event M/s fail in their obligations to provide the updates within 30 days of release/announcement, we hereby confirm that we will provide the same to the bank at no additional cost to the bank and we will directly install the updates and updates and any new Operating Software releases at the bank's premises.

Yours faithfully

(Name)
For and on behalf of
M/s



Annexure- 14
Bill of Material

SUB: RFP for Selection of Service Providers for Delivery of Domestic & International SMS and IVR solutions.
Ref: Your RFP 12/2018-19 dated 06/12/2018

Notes

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

Charges for SMS

(Amount in Rs.)

Sl. No.	Nature of SMS	Description	Time Lines	Per SMS Cost	Indicated Volume for Overall cost calculation (per day)	No. of Days in a year	No. of years	Total Cost for 3 Years (exclusive of Taxes)
a	b	c	d	e	f	g	h	i=(fxgxh)
A	High priority SMS	International	Within 15 Seconds		20,000	365	3	
B	Normal Priority SMS	International	Within 5 Minutes		1,50,000	365	3	
C	Batch SMS	International	Within 2 Hours		50,000	365	3	
D	High priority SMS	Domestic	Within 15 Seconds		8,00,000	365	3	
E	Normal Priority SMS	Domestic	Within 5 Minutes		85,00,000	365	3	
F	Batch SMS	Domestic	Within 2 Hours		15,00,000	365	3	
G	IVR	International OTP	Within 15 seconds		2,000	365	3	
H	IVR	Domestic OTP	Within 15 seconds		30,000	365	3	
I	IVR	International			20,000	365	3	
J	IVR	Domestic			70,000	365	3	
L	Total Cost Exclusive of Taxes (A+B+C+D+E+F+G+H+I+J)							
M	Tax %							
N	Tax Amount							
O	Total Cost of Ownership (Inclusive of Taxes) [Total of Row L and N]							

Undertaking

- i. Bill of material is submitted on the letter head and is signed by an Authorised Signatory with Name and Seal of the Company.
- ii. We confirm that we have gone through RFP clauses, subsequent amendments and replies to pre-bid queries (if any) and abide by the same.
- iii. We have not changed the structure of the format nor added any extra items. We note that any such alternation will lead to rejection of Bid.



- iv. We agree that no counter condition/assumption in response to commercial bid will be accepted by the Bank. Bank has a right to reject such bid.
- v. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.

Date

Signature with seal

Name :

Designation :

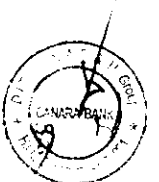


Appendix -A

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

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

- 1) Index of all the documents submitted with page numbers.
- 2) Cost of Tender document by way of DD payable at Bengaluru.
- 3) Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD.
- 4) Self-Declaration of MSEs on their Letter Head- "If we withdraw or modify our Bids during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, we will be suspended for the period of three years from being eligible to submit Bids for contracts with Canara Bank."
- 5) 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.
- 6) Bid Covering letter as per Annexure-1.
- 7) Eligibility Criteria declaration as per Annexure-2 with documentary proof in support of the Eligibility Criteria.
- 8) Bidder's Profile as per Annexure-3.
- 9) Service Support Details as per Annexure-4.
- 10) Track Record of Past Implementation of Projects as per Annexure-5.
- 11) Non-Disclosure Agreement as per Annexure-6.
- 12) Signed Pre Contract Integrity Pact as per Appendix-I (available at URL: <https://canarabank.com/english/announcements/important-rfptender-documents-of-dit-wing/>) in non-judicial Stamp paper.
- 13) Write up on the Work Experience / Expertise of Selection of Service Providers for Delivery of Domestic & International SMS and IVR solutions.
- 14) Bidder should have central help Desk available on 24x7x365 basis for support and compliant booking. Details of the Help Desk phone no. & email ID has to be provided.
- 15) Bidder should provide Call Log in procedure for call logging and ticketing.



Appendix-B

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

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

- 1) Index of all the document submitted with page numbers.
- 2) Compliance to the Scope of Work as per **Annexure-7**.
- 3) Quoted Equipment Details as per **Annexure-8**.
- 4) Undertaking of Authenticity for Selection of Service Providers for Delivery of Domestic & International SMS and IVR solutions as per **Annexure-9**.
- 5) Compliance Statement as per **Annexure-10**.
- 6) Undertaking Letter as per **Annexure-11**.
- 7) Escalation Matrix as per **Annexure-12**.
- 8) Manufacturer Authorization form as per **Annexure-13**.
- 9) Masked bill of Material as per **Annexure-14**.
- 10) Technical Documentation (Product Brochures, leaflets, manuals, drawings).
- 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.
- 12) Bidder has to provide detailed proposed BOM each line item wise for Solution, OS, Licenses for 5 Years as part of Technical Bid.



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

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

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

- 1) Bill of Materials as per Annexure-14.



Note: following Appendixes are uploaded in Bank's website under URL: <https://canarabank.com/english/announcements/important-rfptender-documents-of-dit-wing>

Forms (Purchase Preference)	
Form PP-A	Undertaking for Applicability of Purchase Preference Policy
Form PP-B	Self-Declaration of MSEs and Startups
Form PP-C	Undertaking by Bidder towards Mandatory Minimum LC (Local Content)
Form PP-D	Certificate by Statutory Auditor of Bidder towards Mandatory Minimum LC
MeitY Form - 1	Affidavit of Self Certification regarding Domestic Value Addition in an Electronic Product
DoT Form - 1	Self-Certification regarding Local Content (LC) for Telecom Product, Services or Works
Bid Formats	
Appendix D	Format for Sending Prebid Queries.
Appendix E	Authorization Letter Format.
Bank Guarantee Formats	
Appendix-F	Bank Guarantee Format for Earnest Money Deposit.
Appendix G	Proforma of Bank Guarantee for Contract Performance.
Appendix H	Format for Bank Guarantee for Advance Warranty Payment. (Not Applicable)
Pre Contract Integrity Pact	
Appendix I	Pre Contract Integrity Pact.
Reverse Auction Formats (Not Applicable)	
Appendix J	Business Rules and Terms and Conditions of Reverse Auction.
Appendix J (1) & Appendix J(3)	Format to be submitted before commencement of Reverse Auction.
Appendix J(2)	Format to be submitted after Reverse Auction by L1 vendor.

