

**REQUEST FOR PROPOSAL [RFP]  
FOR  
“SUPPLY, INSTALLATION AND MAINTENANCE OF  
LAPTOP COMPUTER  
UNDER RATE CONTRACT”**

Issued by: Canara Bank,  
AP&M Group, 1<sup>st</sup> Floor,  
DIT Wing, Naveen Complex,  
14, MG Road, Bengaluru -560 001  
Phone No - 080- 5590070,25584873  
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**A. BID SCHEDULE & ABBREVIATIONS**

**1. BID SCHEDULE**

Description	Details
RFP No. and Date	RFP 15/2018-19 dated 28/12/2018
Name of the Wing	Department of Information Technology
Brief Description of the RFP	Supply, Installation and Maintenance of Laptop Computers under Rate Contract
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: <a href="mailto:hoditapm@canarabank.com">hoditapm@canarabank.com</a>
Date of Issue of RFP	28/12/2018, Friday
Tender Fee (Non-refundable)	Rs. 29,500 ( including 18% GST)
Earnest Money Deposit (Refundable)	Rs. 15,00,000/-
Last Date and Time for Submission of Bids	21/01/2019, Monday upto 3.00pm
Date, Time & Venue for opening of Part A- Conformity to Eligibility Criteria.	21/01/2019, Monday at 3.30pm Venue: Canara Bank, Second Floor, Conference Hall, DIT Wing-HO (Annex), Naveen Complex, 14 M G Road, Bengaluru 560001.
Date and time for opening of Technical Bid Part-B / Commercial Bid	Will be intimated at a later date.
Pre-bid Meeting Date & Time	<ul style="list-style-type: none"> <li>o Pre-bid meeting will be held on 07/01/2019, 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.</li> <li>o Pre bid queries should be submitted as per <b>Appendix-D</b>.</li> <li>o Pre-bid Queries to E-mail <a href="mailto:hoditapm@canarabank.com">hoditapm@canarabank.com</a> must reach us on or before 05/01/2019, Saturday at 3.00pm. Subject of the email should be given as <b>"Pre Bid Queries for RFP 15/2018-19 dated 28/12/2018"</b></li> </ul>



<b>Other Details</b>	<ol style="list-style-type: none"><li>1. The bidders must fulfil the Pre-Qualification criteria for being eligible to bid.</li><li>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 <a href="http://canarabank.com/english/announcements/tenders">http://canarabank.com/english/announcements/tenders</a>.</li><li>3. No suggestions or queries shall be entertained after pre-bid meeting.</li></ol>
<p>This document can be downloaded from following website <a href="http://canarabank.com/english/announcements/tenders">http://canarabank.com/english/announcements/tenders</a>, <a href="http://tenders.gov.in">http://tenders.gov.in</a> In that event, the bidders should pay the Tender 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. Any amendments, modifications, Pre Bid replies &amp; any communication etc. will be uploaded in the Bank's website only (i.e. <a href="http://canarabank.com/english/announcements/tenders">http://canarabank.com/english/announcements/tenders</a>). 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.



**2. Abbreviations:**

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



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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 6,300 branches, 21 Circle offices and 118 Regional Offices situated across the States. The Bank is working on Core Banking System using Flexcube solution. The Bank is a forerunner in implementation of IT related products and services and continuously making efforts to provide the state of art technological products to its customers.

### **2. Definitions:**

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

### **3. About RFP:**

- 3.1. Bank intends to select Vendor/s for Supply, Installation and Maintenance of Laptop Computers for its Branches/Offices spread across the Country under Rate Contract basis.
- 3.2. In this connection, Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid (Indicative)' as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.

### **4. Objective:**

- 4.1. The Objective of this RFP is to enter into Rate Contract with Selected Bidder for Supply, Installation and Maintenance of Laptop Computers. This Rate Contract will be applicable for all the Branches/Offices of Bank across India. The requirement mentioned in the RFP is estimated only and Bank will place the purchase order through its Circle Offices and Head Office and other offices based on requirement during the validity period.
- 4.2. The selected bidder will enter into a Rate Contract with the Bank Centrally at DIT Wing, Head Office for supply of Laptop Computers as per the specifications mentioned in **Annexure-7** and Requirements details mentioned in the RFP.



4.3. The selected bidder will undertake to ensure availability of offered Laptop Computers during the Rate Contract period, as well as maintenance of sufficient inventory of genuine spare parts for a minimum period of Five (5) years.

**5. Eligibility Criteria:**

- 5.1. A vendor submitting the proposal in response to this RFP shall hereinafter be referred to as 'Bidder' and "Supply, Installation and Maintenance of Laptop Computers under Rate Contract" in the Bank shall hereinafter be referred as "Solution".
- 5.2. Interested Bidders, who can Supply, Install and Maintain Laptop Computers under Rate Contract for the Offices/Branches of the Bank and meeting the Eligibility Criteria as per Annexure-2 may respond.

**6. Participation Methodology:**

- 6.1. In a tender either the Partner/Distributor/System Integrator on behalf of the OEM or OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- 6.2. If a Partner/Distributor/System Integrator bids on behalf of the OEM, the same Partner/Distributor/System Integrator shall not submit a bid on behalf of another OEM in the same tender for the same item/product.
- 6.3. If any product of OEM is being quoted in the tender, the OEM cannot bid for any other OEM's product in the same tender.
- 6.4. In the event Partner/Distributor/System Integrator fails in their obligations to provide the product updates (including management software updates and new product feature releases) within 30 days of release/announcement, the OEM should assume complete responsibility on behalf of the partner/distributor/System Integrator to provide the same to the bank at no additional cost to the bank and will directly install the updates and any new product releases at the Bank's premises. To this effect Bidder should provide a dealer/distributor certificate as per Annexure-13.

**7. Requirement Details:**

7.1. Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid (Indicative)') for Supply, Installation and Maintenance of Laptop Computers under Rate Contract for different Branches/Offices of the Bank as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document. The brief description of Laptop Computers is furnished in following table:

Item Details	Quantity	Location
Supply, Installation and Maintenance of Laptop Computers under Rate Contract as per Technical Specifications narrated in Annexure-7.	1,300	As per Appendix-K

7.2. It may be noted that the requirement given in this RFP is indicative only and may vary as per actual needs. Also note that there is no minimum purchase commitment by the Bank to the Bidder. Bank shall procure the Laptop Computers as and when requirement arises at the rates fixed and on the terms & conditions of this RFP.

7.3. Detailed technical specification for the above Laptop Computers is furnished in Annexure-7. All the Hardware / Software ordered for Supply, Installation and



Maintenance of Laptop Computers should have comprehensive onsite warranty of 3 years & AMC of 2 Years (if contracted).

7.4. Bank reserves the right to increase or decrease the quantum of purchase by 25% in respect to the quantity specified in this tender at the same rate arrived at on the Terms and Conditions of this Tender.

**8. Scope of Work:**

8.1. The Scope of the work is for Supply, Installation and Maintenance of Laptop Computers as per the quantity detailed under **clause 7** and elsewhere in the document.

8.2. Bidder has to conform compliance to the Scope of Work mentioned in **Annexure-8**.

**8.3. Project Completion and Management**

8.3.1. 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.

8.3.2. Project implementation team should be conversant with local rules and conditions to resolve the issues, if any.

**9. Training**

No separate training is required. The selected Vendor has to give demo and explain operational guidelines of the product at the site of the installation to Bank's Officials



**C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAs)**

**1. Delivery & Installation:**

- 1.1. Bank shall provide the address and contact details for delivery of Laptop Computers while placing the order.
- 1.2. Delivery of all Laptop Computers should be within **5 weeks** from the date of acceptance of the Purchase Order for non-road permit locations. The Delivery period for Road Permit locations will be **6 Weeks**. Please note that no extra charges will be paid for those locations where road permit is required. Vendor has to arrange for road permit at his own cost. It will be the sole responsibility of the vendor to submit any form required for release of shipment from the check post.
- 1.3. The successful bidder should ensure installation of the delivered Hardware & Software and complete all the works specified in the Scope of Work at the bank branch/office within **1 week** from the date of delivery of all the materials for each ordered locations.
- 1.4. Bank reserves the right to change/modify locations for supply of the items. In the event of any change/modification in the locations where the hardware items are to be delivered/not billed, the bidder in such cases shall deliver, install at the modified locations at no extra cost to the Bank. However, if the hardware items are already delivered/billed, and if the modifications in locations are made after delivery, the bidder shall carry out installation at the modified locations and the Bank in such cases shall bear the shifting charges/arrange shifting. The Warranty & AMC (if contracted) should be applicable to the altered locations also.
- 1.5. The Installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank after acceptance testing/ examination. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted and the warranty period will not commence. The installation will be accepted only after complete commissioning of hardware.
- 1.6. The Bank will not arrange for any Road Permit / Sales Tax clearance for delivery of hardware to different locations and the Vendor is required to make the arrangements for delivery of hardware to the locations as per the list of locations /items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the Bidder, if required.
- 1.7. Installation of the hardware will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this Tender.
- 1.8. Partial or incomplete or damaged delivery of materials will not be considered as delivered of all the ordered materials. Date of delivery shall be treated as date of last material delivered to the ordered locations if materials are not damaged. In case materials are delivered with damage, Date of delivery shall be treated as date of replacement of damaged material with new one. Delivery payment shall be paid against completion of delivery of all the ordered materials without any damage and proof of delivery duly certified by Bank's Officials, along with delivery payment claim letter.

**2. Pre-Dispatch Inspection (PDI)**

- 2.1. The Bank and/or its nominated officials/consultants may carry out pre-dispatch inspection of all ordered equipment or any part thereof before delivery. On account of PDI, there will not be any change in delivery terms and conditions. However, the bank will have the discretion to conduct PDI.



- 2.2. The selected bidder shall inform his readiness for pre-dispatch inspection at least 7 days in advance. Inspection of the ordered equipment to be supplied to the Bank shall be carried out at bidder's site/facility. There shall not be any additional charges payable by the Bank for such inspection. However, the Bank will have the discretion to recover the costs related to travel and stay of its staff/consultants from the bidders if the ordered equipment offered for inspection are not as per the Bank's order or if the vendor fails to comply with the test and inspection procedure

### 3. Penalties/Liquidated Damages:

- 3.1. **Penalties/Liquidated damages for delay in Delivery and Installation, of Laptop Computers in all locations would be as under.**

3.1.1. Non-compliance of the delivery clauses (1.2) will result in the Bank imposing penalty 0.50% (Plus GST) on delay in delivery per Laptop Computers, per week or part thereof, on the invoice value of the Laptop Computers wise.

3.1.2. Non-compliance of the installation clauses (1.3) will result in the Bank imposing penalty 0.50% (Plus GST) on delay in installation per Laptop Computers, per week or part thereof, on the invoice value of the Laptop Computers wise.

3.1.3. However, the total Penalty/LD to be recovered under above clauses 3.1.1 & 3.1.2 shall be restricted to 5% (Plus GST) of the total value of the order (exclusive of Taxes).

- 3.2. In case faulty Laptop Computers are not repaired/replaced within a Business day as per clause 5.3, Bank shall impose a penalty of Rs. 100 (Plus GST) per day of delay. However, the total Penalty/LD to be recovered under this clause shall be restricted to 5% (Plus GST) of the total value of the order.

- 3.3. **Penalties/Liquidated Damages for non-performance:** If the specifications of the RFP are not met by the bidder during various tests, the bidder shall rectify or replace the same at bidders cost to comply with the specifications immediately to ensure the committed uptime, failing which the Bank reserves its right to reject the items.

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

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

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

### 4. Payment Terms:

- 4.1. Payment schedule will be as under:

Sl. No.	Payment Stages	Percentage of Payment	Condition/Remarks
1.	Delivery	70%	70% on delivery of all Hardware & Software items on production of relevant documents. Please note that Originals of invoices (plus One Copy) reflecting Taxes & Duties, Proof of delivery duly signed by Bank officials



			of the respective Branch/office and Manufacturer's / Supplier's Warranty Certificate should be submitted while claiming payment in respect of orders placed
2.	Installation & Maintenance	30%	30% of the total cost will be released after successful installation of Hardware/Software items supplied as per Scope of Work. The vendor has to submit installation reports duly signed by the Bank officials of the respective Branch/offices, while claiming payment. The invoice and installation report should contain the product serial number of the items supplied.

- 4.2. Bank will release the payment on completion of activity and on production of relevant documents/invoices. Please note that Originals of invoices (plus One Copy) reflecting GST, GSTIN, State Code, State Name, Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office and Manufacturer's / Supplier's Warranty Certificate should be submitted while claiming payment in respect of orders placed.
- 4.3. The vendor has to submit installation report/Sign off report duly signed by the Bank officials of the respective Branch/offices in originals while claiming payment. The invoice and installation report should contain the product serial number of the items supplied.
- 4.4. Bank will not pay any amount in advance.
- 4.5. Payment shall be released within 30 days from submission of relevant documents as per RFP terms and found in order by the respective offices, who have placed order on the selected Bidder.
- 4.6. The payments will be released through NEFT / RTGS after deducting the applicable LD/Penalty, TDS if any, by the respective offices who have placed order on the selected bidder and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code, GSTIN, State Code, State Name, HSN Code etc.

**5. Local Support:**

- 5.1. The bidder should be capable of meeting the service & support standards as specified in this tender.
- 5.2. The bidder shall provide Warranty and AMC support [if contracted] during office Hours on all Bank Working days of the year for all the locations.
- 5.3. Response Time and Meantime to Restore [MTTR]**
- 5.3.1. Response Time shall be 6 hours for Urban Branches and 8 hours for other locations. MTTR shall be a Business day.
- 5.3.2. Time specified above is from lodging of complaint.



**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. Warranty:**

The entire equipments / hardware (including OS) & software deployed for this project shall be under **Comprehensive Onsite Warranty** covering all parts, updates, minor update of software, maintenance or support for its proper operation, performance and output as specified in the tender technical specifications for a period of 3 years from the Date of Installation/commissioning. However, consumable (Cartridge Toner) and physically damaged plastic will not be covered under warranty

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

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

- 8.1. If any software and Hardware updates provided by the OEM as free of cost, it should be provided and installed & configured by the selected bidder during Warranty and AMC support [If contracted].
- 8.2. Any corruption in the Software or media shall be rectified during the full period of the contract including Warranty and AMC, if contracted, at no extra cost to the Bank.
- 8.3. The system spare parts/services, as and when required, and complete maintenance of the Laptop Computers during warranty period and AMC (if contracted), shall be supported for a period to be specified by the bank.
- 8.4. The support shall be given in person or through telephone, FAX, letter and E-mail within a reasonable time as the case may be.
- 8.5. Only licensed copies of software shall be supplied. The bidder shall grant an irrevocable perpetual license to the Bank to use the software. Further, all software supplied shall be of latest version.
- 8.6. The bidder shall provide centralized complaint booking facility to the bank and the dash board, if available, shall be provided to the Bank. The method of booking complaints shall be E-mail, Toll-free no, on line portal, web, etc.
- 8.7. Escalation matrix should be provided for support, technical, project, etc. as per **Annexure-12**.
- 8.8. During AMC period [If contracted] Bank may, by notice of not less than 30 days in writing to the bidder, modify or delete either any location or all location, either partial items or all items of the contract.

**9. Annual Maintenance Contract (AMC) (if contracted):**

- 9.1. The Bank, at its discretion may enter into Annual Maintenance Contract (AMC) with the Bidder after completion of respective warranty periods.
- 9.2. Support for maintenance of Laptop Computers (including OS and software license) supplied should be available for a minimum period of 2 years, covering all parts, maintenance and support, after expiry of warranty period. The bidder/vendor has to replace all the defective spares during Warranty and AMC Period. All parts should be covered except consumables.



- 9.3. The offer for Laptop Computers must include comprehensive onsite free warranty and AMC period for a total duration of Five (5) years from the date of installation and acceptance of system by the bank. However, consumable (Cartridge toner) and physically damaged plastic will not be covered under warranty.
- 9.4. The Bank will pay AMC charges for Laptop Computers (including OS) after the end of warranty period. Such payment shall be released quarterly in arrears after satisfactory completion of service during the period and submission of reports and invoices.
- 9.5. During the Warranty and AMC (if contracted) period, the Bidder should extend the On Site Service Support. The scope of Warranty and AMC (if contracted) shall include
- 9.5.1. Rectification of Bugs/defects if any.
- 9.5.2. Preventive Maintenance Yearly.
- 9.5.3. Maintenance of Laptop Computers including Software drivers.
- 9.6. It may be noted that the Bank reserves the right to demand additional performance Bank Guarantee to the tune of 10% of the value of the Purchase Order, if AMC charges quoted by the bidder are abnormally low (i.e. AMC/ATS Cost percentage per annum should not be less than 5% of the cost of Hardware and software). The Bank has discretion to consider such offer or for seeking clarification from the bidder to decide for consideration. This Bank Guarantee will be towards contractual/AMC obligations of the bidder. Bidder shall quote the charges of AMC as per the Bill of Material (**Annexure-14**). This Bank guarantee shall be submitted within 15 days from the date of acceptance of the order which shall cover warranty and AMC period with a claim period of 3 months. The bidder has to submit this Bank guarantee in addition to the Security Deposit/Bank Guarantee as specified in **clause 8 of Section-F**. 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.

**10. Mean Time Between Failures (MTBF):**

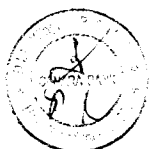
If during the warranty period and AMC period [if contracted], any hardware and/or software items fails on three or more occasions in a quarter, such hardware items shall be replaced by equivalent / superior new hardware items by the bidder at no additional cost to the Bank.

**11. 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 selected Bidder under the contract without the prior written consent of the Bank.

**12. 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:**

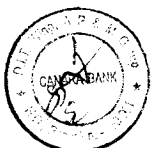
- 1.1. The bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases should seek clarification in writing in the same serial order as that of the RFP by mentioning the relevant page number 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](mailto: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. 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](http://www.canarabank.com)) and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.
- 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](http://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 and Maintenance of Laptop Computers under Rate Contract 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. Online Reverse Auction will be conducted by the bank to those bidders who qualify in the technical evaluation.

#### 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 (not initials) 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 (not initials) 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 envelop shall be placed inside another envelope and properly closed and sealed. The final envelope should be superscribed as "Offer for Supply, Installation and Maintenance of Laptop Computers under Rate Contract in response to RFP 15/2018-19 dated 28/12/2018" (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 (not initial) 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 Tender Fee as per the Clause 6, 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 Tender Fee, 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 15/2018-19 dated 28/12/2018 for Supply, Installation and Maintenance of Laptop Computers under Rate Contract**”.

**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. It is mandatory to provide the technical details of the Solution required by the bank in the exact format of **Annexure-7** of this tender.
- 5.3.3. The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.
- 5.3.4. If any part of the technical specification offered by the bidder is different from the specifications sought in our RFP, the bidder has to substantiate the same in detail the reason for their quoting a different specification than what is sought for, like higher version or non-availability of the specifications quoted by us, invariably to process the technical offer.
- 5.3.5. The Bank shall not allow / permit changes in the technical specifications once it is submitted.
- 5.3.6. The relevant product information, brand, and model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the Offer. Failure to submit this information along with the offer may result in disqualification.
- 5.3.7. The Technical Proposal should be complete in all respects and contain all information sought for, as per **Appendix-B**. **Masked Bill of Material must be attached in Technical Offer and should not contain any price information.** The Part B-Technical Proposal should be complete and should cover all products and services. Technical Proposal without masked Bill of Materials will be liable for rejection.
- 5.3.8. Masked Bill of Material which is not as per below instruction will make Bid liable for rejection:
- 5.3.8.1. Should be replica of Bill of Material except that it should not contain any price information (with Prices masked).
- 5.3.8.2. It should not provide any price information like, unit price, tax percentage, tax amount, AMC charges, Implementation Charges etc.
- 5.3.9. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as “**PART B-Technical Proposal for RFP 15/2018-19 dated 28/12/2018 for Supply, Installation and Maintenance of Laptop Computers under Rate Contract**”.



**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. Bill of Material shall be submitted as per Annexure-14 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 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 15/2018-19 dated 28/12/2018 for Supply, Installation and Maintenance of Laptop Computers under Rate Contract”**.

**6. Tender Fee:**

- 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 Tender 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 Tender Fee in other than “Part-A-Conformity to the Eligibility Criteria” is liable to be rejected on grounds of non-payment of the Tender Fee.
- 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 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.

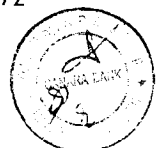
**13. Assumptions/Presumptions/Modifications:**

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
<b>Mr. G S V Babu</b> Senior Manager Canara Bank APM Group, DIT Wing, First Floor, Naveen Complex, 14 M G Road, Bengaluru - 560 001. Tel - 080 25590070	<b>Mr. K S Satyanarayana</b> Assistant General Manager Canara Bank APM Group, DIT Wing 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 by the Bank Officials and such bidders only will be eligible to participate in the Online Reverse Auction.



## 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 **Annexure-2** and on the documents submitted as per Appendix-A of RFP. Part-A 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**. Part-B will be evaluated by the Bank and Bank will seek clarification, if required.
- 3.4. **Part C-Commercial Bid (Indicative):** The Part C-Commercial Bid (Indicative) 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 documents submitted as per **Appendix-C**. However, for arriving at L1, Bank will conduct Reverse Auction as mentioned elsewhere in the RFP document.
- 3.5. **Reverse Auction:** Bank will conduct Reverse Auctions for arriving at L1/L2/L3 ....etc..

### 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 Laptop Computers proposed by them. This exercise will be undertaken before opening of the Commercial Bids 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. The names of qualified bidders at each stage would be announced on the Notice Board/Bank's website (i.e. [www.canarabank.com](http://www.canarabank.com)). Commercial Bids of only technical qualified bidders shall be opened. Final list of the bidders (L1, L2, L3.... etc.,) will be announced as indicated above. No separate intimation will be sent to successful Bidder.

## **7. Determination of L1 Price:**

- 7.1. L1 Price will be determined after giving effect to arithmetical correction, if any.
- 7.2. 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 as per **Annexure-14** of RFP or in a manner described in **Appendix-J** (Business Rules and Terms & Conditions of Reverse Auction).



### 7.3. Online Reverse Auction

- 7.3.1. Bidders, whose Commercial Bids (Indicative) has been opened by the Bank will be called for the Reverse Auction.
- 7.3.2. 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.
- 7.3.3. 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-J**.
- 7.3.4. 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.
- 7.3.5. 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.
- 7.3.6. The L1 bidder emerging at the end of the Reverse Auction process shall be required to submit the break-up of their Final price (last bid price) again as per **Annexure-14** within 2 working days. Failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result in forfeit of the EMD with the Bank and/or debar the bidder from participating in future tenders, which may please be noted.

### 7.4. Re-auction/s Rules

- 7.4.1. Bank may consider the option of a Re-Auction/s in following circumstances:
  - 7.4.1.1. At the end of the Reverse Auction, L1 price is not acceptable to the Bank.
  - 7.4.1.2. During the process of reverse auction, if there is no bid from logged in bidders, Bank may decide a re-auction by increasing the CAP price for Re-auction.
  - 7.4.1.3. At the end of the Reverse Auction If only one bidder puts up bid/s, Bank at its discretion may decide a re-auction.
- 7.4.2. 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 advice 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.
- 7.4.3. If at the end of the Reverse Auction/s only one Bidder submits their Bid, Bank reserves the right to place the entire order on L1 Bidder only.



- 7.4.4. Bank reserves the right to reject any or all proposals. Similarly, it reserves the right not to include any bidder in the final short-list.
- 7.5. 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 One Year from the date of opening of Commercial Bid / conducting Reverse Auction. 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 **Supply, Installation and Maintenance of Laptop Computers under Rate Contract** 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. The Bidder who is L1 as per **Clause 7 of Section-E**, will be referred to as the selected bidder and Bank will notify the name of the selected bidder by display in the Notice Board of the Bank.
- 5.2. For award of contract, the clauses mentioned in Section-H shall be applicable in addition to other provisions in the bidding document in this regard.
- 5.3. The contract shall, be awarded and the order shall be placed on selected L1 Bidder. Bank may release the order either in Full or in part or place more than one order towards the contract based on project plan.
- 5.4. The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the bidder.
- 5.5. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.
- 5.6. The Head Office / Circle Office(s) shall place be placing orders during the entire Rate Contract Period for the branches/offices situated across PAN India and the payment will be released by the respective Circle Office/Head Office who places orders.
- 5.7. The Shortlisted bidder/s will be required to Supply, Implementation and Support 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.

**6. Effective Date:**

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

**7. Project Execution:**

The entire project needs to be completed expeditiously. The Bank and the selected bidder shall nominate a Project Manager each immediately on acceptance of the order/LOI, 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/LOI. The Bidder shall submit a Weekly progress report to the Bank as per format, which will be made available to the selected bidder.

**8. Security Deposit / Performance Bank Guarantee:**

- 8.1. The successful bidder should submit a Security Deposit / Performance Guarantee for 15% of total value of the contract within 15 days from the date of acceptance of the Order.
- 8.2. 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).

- 8.3. 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**.
- 8.4. 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.
- 8.5. 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.
- 8.6. 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.
- 8.7. The security deposit / bank guarantee will be returned to the bidder on completion of Warranty Period.
- 8.8. 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.

#### **9. Execution of Agreement:**

- 9.1. Within 21 days from the date of acceptance of the Order/LOI, 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 (CGST/SGST/IGST). 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.

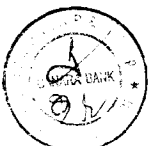
11.3. Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services during AMC period (If contracted).

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-organization/ restructuring/ merger/ demerger and on account such a change the Firm/Company is no longer performing the original line of business, the same shall be informed to the Bank. There shall not be any delay in this regard. The decision 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 Supply, Installation and Maintenance of Laptop Computers under Rate Contract as per Annexure-9.

**3. Responsibilities of the 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 31<sup>st</sup> March and 30<sup>th</sup> 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, its 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 Solution. 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 Solution.

## **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 **Solution** 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



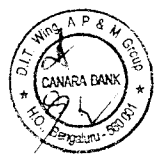
at no additional cost to the Bank. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder 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, Implementation and Support of the Solution 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.canbank@gmail.com	Sri. Hari Santosh Kumar Email:hsantoshkumar50@gmail.com
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## 19. Amendments to the 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](http://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

Reference No:

Date:

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

Dear Sir,

**SUB: RFP for Supply, Installation and Maintenance of Laptop Computers under Rate Contract.**

**Ref: Your RFP 15/2018-19 dated 28/12/2018**

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

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



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. Bank reserves the right to verify /evaluate the claims made by the Bidder independently.

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 Supply, Installation and Maintenance of Laptop Computers under Rate Contract.**

**Ref: Your RFP 15/2018-19 dated 28/12/2018**

**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-Conformity to Eligibility Criteria	Bidder's Response and Documents Submitted
<b>CONSTITUTION</b>	a)	The Bidder should be a Registered Company in India as per Indian Companies Act, 1956 or Indian Companies Act 2013.	Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company OR Certificate of incorporation in case of Private Limited Company, issued by the Registrar of Companies.	
<b>OEM</b>	b)	The bidder should be the original equipment manufacturer (OEM) of proposed Computer Hardware Items. OR Authorized Indian supplier/Distributor/ Partner/System Integrator (SI) of proposed Computer Hardware items with past 3 years of presence in India.	If the bidder is Manufacturer, they should have manufacturing and testing facilities of international standards and should enclose the details of locations where the manufacturing and testing facilities are available.  If the bidder is an Authorized Indian Supplier/Distributor/Partner/System Integrator, an Authorization letter from the OEMs of respective hardware items to deal/market their product in India and it should be valid for a minimum period of Five years from the date of submission of Bid.	
<b>FINANCIALS</b>	c)	The Turnover of the Bidder should be minimum Rs. 25 Crores each year during last 3 years (i.e. 2015-2016, 2016-17 and 2017-18). The turnover must be individual company's turnover and not that of any group of companies.	i) Audited Balance Sheet for last 3 Years (i.e. 2015-2016, 2016-17 and 2017-18). ii) A Certificate from Company's Auditor to that effect to be submitted.	



	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 have supplied and installed Laptop Computers in at least 15 states of India in single/multiple orders during the period from 01/08/2015 to 31/07/2018 for Scheduled Commercial Banks/ Government Departments/ Public Sector Units. Out of the above orders Bidder must have supplied the Laptop Computers for more than 5 States across India in a single order during the period from 01/08/2015 to 31/07/2018 for Scheduled Commercial Banks/ Government Departments/ Public Sector Units.	Purchase Order Copies/Reference Letter mentioning the location details from the customers to be submitted.	
	f) The Bidder should have their own Service /Support Office in at least 10 out of 21 Circle Office locations of the Bank as mentioned in Annexure-4 of the RFP.	The Bidder to submit the details viz., Address, phone no., email id and contact person Name & Mobile no. etc as per Annexure-4. In Case Bidder is bidder is having Service /Support Office for only 1 Circle Offices Locations of the Bank, Bidder has to provide an undertaking that they will support remaining 11 Locations from their partner's/franchises' Service Center as per RFP terms. Bidder also has to provide the contact details as per Annexure-4.	
	g) The Bidder should have their own of franchises' Service /Support Office in at least 60 out of 118 Regional Office locations of the Bank as mentioned in Annexure-4 of the RFP	The Bidder to submit the details viz., Address, phone no., email id and contact person Name & Mobile no. etc as per Annexure-4. In Case Bidder is bidder is having Service /Support Office for only 60 Regional Offices Locations of the Bank, Bidder has to provide an undertaking that they will support remaining 58 Locations from their nearest Service Center as per RFP terms	





OEM EXPERIENCE	h)	Bidder/OEM should have ISO 9001/14001/18001 or any latest ISO Certificate viz ISO 27001:2005 ISO 20000-1:2005 ISO 9001:2008. OEM should have BIS certificate for Laptop Computer also.	Copy of latest and valid certificate to be submitted.	
	i)	Minimum 2000 Nos. of Laptop Computers of the proposed OEM (not necessarily the model) offered to Bank in this RFP should have been supplied to Central Government/State Government/ Public Sector Organization/ Scheduled Commercial Banks in India (not necessarily by the bidder) during last 3 years from 01/08/2015 to 31/07/2018.	Purchase Order Copies Or Letters from duly mentioning the Make and quantity of the Laptop Computers from the Customers to this effect are to be enclosed.	
DECLARATION	j)	The Bidder should not be a blacklisted/ debarred company as on the date of submission of RFP by any Government Department/Financial Institution/ Public Sector Units/Scheduled Commercial Bank in India.	Bidder should submit Self Declaration to this effect in Letter Head.	

We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection. All documentary evidence / certificates confirming compliance to Eligibility Criteria should be part of Eligibility bid.

Date

Signature with seal

Name :

Designation :



**Annexure-3**

**Bidder's Profile**

**SUB: RFP for Supply, Installation and Maintenance of Laptop Computers under Rate Contract.**

**Ref: Your RFP 15/2018-19 dated 28/12/2018**

Sl. No.	Particulars	Details
a)	Name of the Firm/Company	
b)	Proposed Solution Name with Name of OEM/OSM	
c)	Constitution (Ltd./ Pvt. Ltd/Firm).	
d)	Date of Establishment/Incorporation	
e)	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.)	
f)	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.)	
g)	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.)	
h)	Address of Corporate Office	
	Address of the Registered Office	
	Order to be placed on Registered Office/Corporate Office with contact person details?	
i)	Telephone No	
	E-mail Address	
	Website	



j)	Annual Turnover:	2015-2016	
		2016-2017	
		2017-2018	
k)	Net worth as on 31/03/2018		
l)	PAN number for Income Tax Purpose		
	GST Number		
	<u>Beneficiary Bank Details</u>		
	Beneficiary Name		
	Beneficiary Account Number		
	Type of Bank Account (Current/OD/OCC etc.)		
	IFSC Code		
Beneficiary Bank Name & Branch address			

Date

Signature with seal

Name :

Designation :



**Annexure-4**

**Service Support Details**

SUB: RFP for Supply, Installation and Maintenance of Laptop Computers under Rate Contract.

Ref: Your RFP 15/2018-19 dated 28/12/2018

**A. Circle Office Locations:**

Sl. No.	Circle	Postal Address	Mobile No., Landline No, Email-ID	No. of Engineers/ Service Staff
1.	Ahmedabad			
2.	Bengaluru			
3.	Bhopal			
4.	Bhubaneswar			
5.	Chandigarh			
6.	Chennai			
7.	Delhi			
8.	Guwahati			
9.	Hyderabad			
10.	Jaipur			
11.	Karnal			
12.	Kolkata			
13.	Lucknow			
14.	Madurai			
15.	Mangalore			
16.	Mumbai			
17.	Patna			
18.	Pune			
19.	Ranchi			
20.	Trivandrum			
21.	Vijayawada			

**B. Regional Office Locations:**

Sl. No.	RO	Postal Address	Mobile No., Landline No, Email-ID	No. of Engineers/ Service Staff
1.	Agra			
2.	Ahmedabad			
3.	Aligarh			
4.	Amritsar			
5.	Aurangabad			
6.	Bangalore metro I			
7.	Bangalore metro II			
8.	Bangalore metro III			
9.	Bangalore rural			



10.	Bareilly			
11.	Belgavi			
12.	Berhampore			
13.	Berhampur			
14.	Bhadrak			
15.	Bhatinda			
16.	Bhopal			
17.	Bhubaneshwar			
18.	Bikaner			
19.	Bilaspur			
20.	Central Delhi			
21.	Chandigarh			
22.	Chennai -I			
23.	Chennai -II			
24.	Chickmagaluru			
25.	Coimbatore			
26.	Davanagere			
27.	Dehradun			
28.	Dhanbad			
29.	Dharmapuri			
30.	Dindigul			
31.	Durgapur			
32.	Ernakulam			
33.	Erode			
34.	Etah			
35.	Gaya			
36.	Ghaziabad			
37.	Goa			
38.	Gorakhpur			
39.	Gurgaon			
40.	Guwahati			
41.	Gwalior			
42.	Haldwani			
43.	Hassan			
44.	Howrah			
45.	Hubballi			
46.	Hyderabad			
47.	Indore			
48.	Jabalpur			
49.	Jaipur			
50.	Jalandar			
51.	Jammu			
52.	Jamshedpur			
53.	Jodhpur			
54.	Kalaburagi			
55.	Kancheepuram			
56.	Kannur			



57.	Kanpur			
58.	Karnal			
59.	Kolkata -I			
60.	Kolkata -II			
61.	Kollam			
62.	Kottayam			
63.	Kozhikode			
64.	Kurnool			
65.	Lucknow			
66.	Ludhiana			
67.	Madikeri			
68.	Madurai			
69.	Malappuram			
70.	Mandya			
71.	Mangalore			
72.	Meerut			
73.	Muzaffarpur			
74.	Mysuru			
75.	Nagpur			
76.	North Delhi			
77.	North Mumbai			
78.	Palakkad			
79.	Patna			
80.	Pondicherry			
81.	Pune			
82.	Purnea			
83.	Raichuru			
84.	Raipur			
85.	Rajahmundry			
86.	Rajkot			
87.	Ranchi			
88.	Rangareddy			
89.	Rohtak			
90.	Salem			
91.	Sambalpur			
92.	Shimla			
93.	Shivamoga			
94.	Sholapur			
95.	Silchar			
96.	Siliguri			
97.	South Delhi			
98.	South Mumbai			
99.	Surat			
100.	Tejpur			
101.	Thane			
102.	Thanjavur			
103.	Theni			



104.	Thrissur			
105.	Tirunelveli			
106.	Tirupati			
107.	Tiruppur			
108.	Toothukudi			
109.	Trichy			
110.	Trivandrum			
111.	Tumakuru			
112.	Udupi			
113.	Varanasi			
114.	Vellore			
115.	Vijayawada			
116.	Vishakapatnam			
117.	Warangal			
118.	West Delhi			

Date

Signature with seal

Name :

Designation :



Annexure-5

Track Record of Past Delivery & Installation of Laptop Computers

SUB: RFP for Supply, Installation and Maintenance of Laptop Computers under Rate Contract.

Ref: Your RFP 15/2018-19 dated 28/12/2018

Name of the Bidder \_\_\_\_\_

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

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

(Enclose necessary documentary proof)

Date

Signature with seal

Name :

Designation :





Annexure-6

Non-Disclosure Agreement

**SUB: RFP for Supply, Installation and Maintenance of Laptop Computers under Rate Contract.**

**Ref: Your RFP 15/2018-19 dated 28/12/2018**

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 "**Supply,  
Installation and Maintenance of Laptop Computers under Rate Contract in Canara Bank**"  
and/or in the aftermath thereof, it may be necessary that the Bidder may perform certain  
jobs/duties on the Banks properties and/or have access to certain plans, documents, approvals  
or information of the BANK; NOW THEREFORE, in consideration of the foregoing, the Bidder  
agrees to all of the following conditions, in order to induce the BANK to grant the Bidder specific  
access to the BANK's property/information. The Bidder will not publish or disclose to others,  
nor, use in any services that the Bidder performs for others, any confidential or proprietary  
information belonging to the BANK, unless the Bidder has first obtained the BANK's written  
authorization to do so.

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

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

Date

Signature with seal

Name :

Designation :



**Annexure-7**  
**Technical Requirements for Laptop Computers in Canara Bank**

SUB: RFP for Supply, Installation and Maintenance of Laptop Computers under Rate Contract.

Ref: Your RFP 15/2018-19 dated 28/12/2018

**Note:**

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

**Technical Specification of Laptop Computers with DVD Drive**

Sl. No.	Components	Required Configurations	Bidder's Response (Yes/No)
a.	<b>Mention Make &amp; Model</b>		
b.	<b>Make (Commercial - Enterprise Model)</b>	Must be specified and relevant product brochure must be enclosed. The proposed Laptop Computer should be available in public domain along with full specification. The quoted model should be a professional Commercial Laptop Computer.	
c.	<b>Processor</b>	Intel Core i5-8250U (4 Core, 1.60 GHz with turbo frequency up to 3.40 GHz , 6 MB Cache) or equivalent or higher	
d.	<b>Security</b>	TPM 2.0 Security Chip, Finger Printer Reader	
e.	<b>Chipset</b>	OEM compatible chipset	
f.	<b>Mother Board</b>	OEM logo should be embossed on the mother board (Sticker is not acceptable)	
g.	<b>Memory</b>	8 GB DDR4 RAM expandable to 16 GB or above (after providing 8 GB RAM, one slot or higher should be free)	
h.	<b>HDD</b>	1 TB SATA or more 5400 RPM (minimum) with pre disk failure alert.	
i.	<b>Display</b>	14" to 14.5" Wide Screen anti-Glare Display	
j.	<b>Resolution</b>	Full HD (1920x1080) or higher	
k.	<b>Audio and Web Cam</b>	Built in HD Stereo Sound Speakers, Built in Micro Phone, Headphone/Microphone Combo Jack, HD web Cam (on front)	
l.	<b>Graphics</b>	HD Graphics	
m.	<b>Processor Thermal Design Power (TDP)</b>	15 W or less	
n.	<b>Wireless Connectivity</b>	Integrated wireless 802.11 ac dual band, Integrated Bluetooth 4.0 or better	



o.	DVD Writer	Internal DVD Writer	
p.	Keyboard	Spill resistant Key Board with Touch Pad (right click and left click button on lower side of Touch Pad). Right Click and Left Click button of the touchpad can be separated or integrated with each other	
q.	Ports and Card Reader	3 USB ports or more (1x USB 2.0 and 2x USB 3.0 or higher), 100/1000 Ethernet card, HDMI/mini display port 2.0 or above, Card Reader	
r.	Operating System and Anti-Virus	Genuine Windows 10 professional (64 bit). License with Media and recovery media should be provided. Enabled with Microsoft Windows Defender.	
s.	Power Supply	230V, 50Hz AC Supply with rechargeable Battery Pack Comprising of Li-Ion/ Li-Polymer battery Suitable for minimum 6 hours Backup. 3 pin Adaptor suitable for Indian Power Sockets.	
t.	Weight	Not more than 2.0Kilograms including DVD Writer and Battery	
u.	Laptop Casing	Strong metal hinges for longer durability and stability for good quality support structure	
v.	Carry Case	Good quality OEM Laptops Back Pack	
w.	Additional Requirement	i. Bank Name & Logo should be Embossed / Printed / Pasted with tamper proof stickers on Laptop (Bank will provide logo in *.jpg/*.jpeg) ii. Two button optical scroll USB Mouse of OEM Make.	
x.	Warranty and AMC	Three (3) Years Comprehensive onsite Warranty and Two (2) Year AMC. For Battery 1 Year warranty	
y.	Certifications	i. OS Certifications - Win Logo 10 OS, Linux ii. ROHS, iii. EPR	
z.	ISO Certifications	The System(s) should be from OEM having ISO 9001 and ISO 14001 certifications	

Date

Signature with seal

Name :

Designation :



**Annexure-8**

**Scope of Work**

**SUB: RFP for Supply, Installation and Maintenance of Laptop Computers under Rate Contract.**

**Ref: Your RFP 15/2018-19 dated 28/12/2018**

<b>Sl. No.</b>	<b>Broad Scope of Work</b>	<b>Compliance (Yes/No)</b>
1.	The Scope of the work is for Supply, Installation and Maintenance of Laptop Computers as per the quantity detailed under <b>clause 7</b> and elsewhere in the document.	
2.	The Bidder should maintain the system during warranty period. During the Warranty period, the Bidder is bound to do all hardware spares replacement without extra cost to Bank covering all parts & labour from the date of acceptance of the systems by Canara Bank at the respective locations i.e. On-Site Comprehensive Warranty.	
3.	The Bidder shall deliver Laptop Computers at the respective locations as per the Delivery Schedule on receipt of the Purchase Order from the Bank.	
4.	For each location, the Bidder is expected to provide Laptop Computers with the related hardware, all subsystems, operating systems, system software, software drivers and manuals etc. The software version installed on the Laptop Computers provided by the Bidder should be uniform.	
5.	The selected Bidder will be the single point of contact to the Bank.	
6.	The configuration as per the technical and other specifications of the Laptop Computers must be functional and installed from the day one.	
7.	The bidder(s) must undertake to provide Post Warranty on-site Maintenance Support for supplied Laptop Computers with operating system and arrange for spare parts for a minimum period of 2 year after expiry of warranty period ( in total 5 Years) for all Hardware items. The Bidder shall provide service/support from 9 am to 7 pm on all Bank's working day for Branches / Offices with maximum resolution/response time specified in the RFP.	
8.	Installation/reinstallation of Operating System after formatting of the Laptop Computers due to any reason whatsoever during Warranty/AMC period (if contracted) shall be done by the bidder without any extra cost to the Bank. Before formatting, backup of data and restoration of data after OS installation is bidder's responsibility. After Installation/ or reinstallation bidder has to complete the activity and /or install the software mentioned in Scope of Work.	
9.	The Bidder's scope of work as per the conditions of RFP and technical specifications shall be to supply & Installation of ordered Equipment, transportation, transit insurance, local delivery, storage and installation insurance up to acceptance by the Bank and also includes documentation, warranty, annual maintenance(if contracted).	
10.	The Bidder has to supply all the Hardware Items to the ordered locations as per the Technical Specifications mentioned in the <b>Annexure-7</b> .	
11.	The Bidder shall be fully responsible for Delivery, Installation and Maintenance of the ordered Hardware Items.	
12.	The Bidder shall provide all other required equipment and services if any, whether or not explicitly mentioned in this RFP, to ensure the successful installation and functioning of the Hardware Items ordered to the respective Branches/Offices.	



13.	All the items (Hardware & Software) would be covered under Comprehensive Warranty/AMC except consumables. If there is any gap between Bank's requirement and OEM Warranty/AMC then it will be the responsibility of bidder to fill up the gap.	
14.	Successful bidder will be responsible for affixing asset tags and complete inventory details of each hardware equipment supplied to the Bank. The Asset Tags so printed by the successful bidder must have the company's logo along with other details like Warranty/AMC validity, call logging no., mail id etc. The asset tag details for the Hardware would be mutually decided by the Bank and the successful bidder.	
15.	The bidder(s) has to submit an undertaking (format enclosed in the annexure 9) along with the delivered items, signed by the authorized person, certifying that all the components/parts/assembly/software used in the proposed hardware like hard disk, monitor, memory, etc. are original/ new components/ parts/ assembly/ software and that no refurbished/duplicate/second hand components have been used or would be used	
16.	<p><b>Project Completion and Management</b></p> <p>a. 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.</p> <p>b. Project implementation team should be conversant with local rules and conditions to resolve the issues, if any</p>	

Date

Signature with seal

Name :

Designation :



Annexure-9

Undertaking of Authenticity for Supply, Installation and Maintenance of Laptop Computers under Rate Contract

**SUB: RFP for Supply, Installation and Maintenance of Laptop Computers under Rate Contract.**

**Ref: Your RFP 15/2018-19 dated 28/12/2018**

With reference to the Laptop Computers being supplied/quoted to your RFP Ref. no. cited above.

We hereby undertake that all the components/parts/assembly/software's used in the **Laptop Computers** under the above like Hard Fuser Assembly Units 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 **Laptop Computers** without demur, if already supplied and return the money if any paid to us by you in this regard.

Date

Signature with seal

Name :

Designation :



**Annexure-10**

**Compliance Statement**

SUB: RFP for Supply, Installation and Maintenance of Laptop Computers under Rate Contract.

Ref: Your RFP 15/2018-19 dated 28/12/2018

**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		
Technical Specifications of Laptop Computers as per Annexure-7		
Scope of Work as Per Annexure-8		

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

Date

Signature with seal

Name :

Designation :



**Annexure-11**

**Undertaking Letter**

**SUB: RFP for Supply, Installation and Maintenance of Laptop Computers under Rate Contract.**

**Ref: Your RFP 15/2018-19 dated 28/12/2018**

- 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 here by 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 :





Annexure-12

Escalation Matrix

SUB: RFP for Supply, Installation and Maintenance of Laptop Computers under Rate Contract.

Ref: Your RFP 15/2018-19 dated 28/12/2018

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)					

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/Authorised Distributor in India Authorization Form**

[Note: This Format Letter should be on the letterhead of the OEM 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 Supply, Installation and Maintenance of Laptop Computers under Rate Contract.**

**Ref: Your RFP 15/2018-19 dated 28/12/2018**

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

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

We (Manufacturer/Indian Distributor) 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 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.

We also confirm that the proposed solution offered by the bidder to the Bank are correct, viable, technically feasible for implementation and the solution will work without any hassles in all the locations. We also confirm that all the equipment offered are not "End of Life" during the next One Year and "End of Support" for a minimum period of Five Years.

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

Yours faithfully

**(Name)**

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



**Annexure- 14**  
**Bill of Material**

SUB: RFP for Supply, Installation and Maintenance of Laptop Computers under Rate Contract.  
Ref: Your RFP 15/2018-19 dated 28/12/2018

**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.

**Table -A**  
**Price details of Laptop Computers**

[Amount in Rupees]

Sl. No.	Item Details	Cost Price				AMC *				Total Cost per unit with AMC (Incl. Of tax)	Quantity	Total Cost (Incl. of tax)
		Unit Price for Laptop Computer with 3 years onsite Warranty (Excl. of Tax)	Tax for Column A		Unit Price for Laptop Computer with 3 years onsite Warranty (Incl. of Tax)	2 years AMC* charges per unit after warranty period (Excl. of Tax)	Tax for Column E		2 year AMC* charges per unit after warranty period (Incl. of Tax)			
		A	B % of tax	C Tax Amt	D=A+C	E	F % of Tax	G Tax Amt	H=E+G			
1.	Laptop Computers as per Annexure-7 and Annexure-8										1,300	

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



**Table -B**

**Post Warranty AMC Calculation Table for Unit Quantity**

[Amount in Indian Rupees]

Sl. No.	Description	Post Warranty AMC Charges year wise***					
		4 <sup>th</sup> Year	5 <sup>th</sup> Year	Total AMC for 2 Years (Excl. of Tax)	Tax %	Tax in Amt.	Total AMC for 2 Years (Incl. of Tax)
		AMC Charge (Excl. of tax)	AMC Charge (Excl. of tax)	(Excl. of Tax)			(Incl. of Tax)
		a	b	c=a+b	d	e	f=c+e
1.	Laptop Computers as per Annexure-7 and Annexure-8						

\*\*\*The Charges mentioned in column 'c' of Table-B should tally with the charges mentioned under Column 'E' of Table-A. The Charges mentioned in column 'f' of Table-B should tally with the charges mentioned under Column 'H' of Table-A.

**Undertaking**

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

Date

Signature with seal

Name :

Designation :



## Appendix -A

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

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

- 1) Index of all the documents submitted with page numbers.
- 2) Cost of Tender document by way of DD payable at Bengaluru / Exemption Certificate.
- 3) Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD / exemption Certificate.
- 4) Self-Declaration of MSEs/Startup on their Letter Head as per Form PP - B.
- 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 Delivery and Installation of Laptop Computers as per **Annexure-5**.
- 11) Non-Disclosure Agreement as per **Annexure-6**.
- 12) Signed Pre Contract Integrity Pact as per **Appendix-I** on non-judicial Stamp paper.
- 13) Write up on the Work Experience / Expertise of Supply and Installation of Laptop Computers.
- 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.



## 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 (not initials) 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 documents submitted with page numbers.
- 2) Compliance to Technical Specification for **Laptop Computers** should be complete with all columns filled in as per **Annexure-7**.
- 3) Compliance to the Scope of Work as per **Annexure-8**.
- 4) Undertaking Letter of Authenticity for Supply, Installation and Maintenance of Laptop Computers under Rate Contract 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).



## Appendix-C

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

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

<b>Forms (Purchase Preference)</b>	
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>Bid Formats</b>	
Appendix D	Format for Sending Prebid Queries.
Appendix E	Authorization Letter Format.
<b>Bank Guarantee Formats</b>	
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)
<b>Pre Contract Integrity Pact</b>	
Appendix I	Pre Contract Integrity Pact.
<b>Reverse Auction Formats</b>	
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.
Appendix K	Location Details

