

Corrigendum-1 to GeM Bid ref: GEM/2021/B/1654109 dated 06/11/2021 for Selection of vendor to provide Helpdesk Services for Corebanking solution and allied applications in Canara Bank

It is decided to amend the following in respect of the above GeM Bid:

a. Pre Bid Detail(s), Page 3 of 6:

Description	Existing details	Amended details
Pre-Bid Date and Time	16-11-2021 15:00:00	<u>20-11-2021, 15:00:00</u>
Pre-Bid Venue	Bidder has to submit their representations (i.e., prebid queries) in GeM portal as per GeM terms and conditions only. Meeting will be conducted through Microsoft Teams and invitation link will be shared to participants who has raised representations in GeM portal as per GeM terms and conditions. For any queries on GeM GTC, bidders have to take up with GeM representatives/helpdesk.	Bidder has to submit their prebid queries to buycon95.cb.ka@gembuyer.in on or before 18/11/2021, 03.00PM. Queries reaching afterwards will not be considered. Prospective bidders should send the participant mail ids for prebid meeting to the above mail id and meeting will be conducted through Microsoft Teams. Invitation link will be shared to participants who has submitted the participant mail ids for prebid meeting.

Sl. No.	Section/ Annexure/ of the GeM bid	Clause No.	Existing Clause	Amended Clause
b.	Annexure-1 Scope of Work	11.	The Bidder needs to provide 15 days training to screened agents prior to their On Boarding. The training should cover Banking and SQL Basics. Cost incurred for the training is to be borne completely by Bidder only. Candidate needs to be in possession of the Training Certificate at the time of On boarding	The bidder needs to provide 15 days training to screened agents prior to their On Boarding. The training should cover Banking Domain knowledge specific to Canara Bank including various modules and functionality. Training should also serve as refresher for the SQL routines used in day-to-day working of Helpdesk. Cost incurred for the training is to be borne completely by bidder only. Candidate needs to be in possession of the Training Certificate at the time of On boarding.
c.	New Clause	Technical Evaluation Parameters		Technical Evaluation Parameters as attached.

d.	New Clause	Techno Commercial Evaluation		Techno Commercial Evaluation as attached.
e.	ATC Document dated 06/11/2021		Existing document ATC	Amended ATC document as attached

All the other Instructions and Terms & Conditions of the above GeM Bid remain unchanged.

Please take note of the above amendments while submitting your response to the subject GeM bid.

Date: 12/11/2021

Place: Bangalore

Sd/-

Deputy General Manager

Technical Evaluation Parameters (New clause)

SUB: GeM bid for Selection of Vendor to Provide Helpdesk Services for Core-Banking-Solution and Allied Applications in Canara Bank.

Ref: Custom GEM Bid/2021-22 dated 06/11/2021

Sl. No.	Criteria	Evaluation Parameters	Documents to be submitted	Max marks
1	Bidder should be in line of resource mobilization activity in similar sector in India.	1. Number of years in the activity - 2 marks per year of the activity.	Documentary evidence of contracts executed.	10
2	Number of CBS related projects executed in scheduled commercial Banks during the last 2 years in India	1. Project should have CBS as its scope 2. 2 marks per institution/organization	Documentary evidence of contracts executed. References from customer/SI along with customer contact details are required.	10
3	Exposure of having resources involved in working in Flexcube environment or any Industry Standard CBS Product suites during last 2 years in India.	1. Flexcube Product Suites 10 marks 2. Non Flexcube but exposure to other Core Banking Solutions - 5 marks	Proof of clients who have engaged resources from bidder firm either directly or through SI for working in such platforms should be provided. Should clearly specify the Core Banking Solution being used.	10
4	If resources to be deployed in the project will be on the payroll of the bidder.	1. Yes 10 Marks 2. No 0 Marks	Undertaking/declaration from the Bidder. Proof of employment with bidder before the resource joining the project	10
5	Number of employees on the payroll of the Bidder currently engaged in providing CBS Helpdesk services to any Scheduled Commercial Bank in India.	1. Above 25 - 10 marks 2. Between 21-25 - 7 Marks 3. Between 16-20 - 5 Marks 4. Less than 16 and greater than or equal to 1 - 3 Marks	Documentary evidence of contracts executed. References from customer along with customer contact details are required. Undertaking/declaration from the Bidder	10

6	Experience of bidder of working with Scheduled Commercial Bank in India having minimum Branches	1. Banks with more than 5000 branches - 10 marks 2. Banks with 2000-5000 branches - 5 marks 3. Banks with less than 2000 branches - 0 marks	Documentary evidence of contracts executed. References from the customer along with customer contact details are required.	10
	Total Marks			60

Note: The bidder should score minimum 30 marks out of 60 marks for qualifying under Technical Evaluation.

Techno Commercial Evaluation Process (New Clause)

1. The Techno-Commercial evaluation process will consist of two stages:

- 1.1. Technical Evaluation

- 1.2. Commercial Evaluation

The evaluation process aims to find out the best fit (based on technical and commercial evaluation) of bidder and can be summarized in the following points:

2. The technical evaluation shall be performed first to identify the list of bidder as per the technical evaluation criteria defined in the Corrigendum-1 of the GeM bid.
3. The Bidders scoring less than 50% marks in the technical evaluation will not be considered for the selection process and their Commercial Bids will not be opened.
4. Each qualified bidder in Technical Evaluation (i.e., bidders who obtain 50% or more marks in technical evaluation criteria) shall be assigned a Technical Score (T).
5. The Commercial bids of only those bidders, who have been assigned with a Technical Score (T) after technical evaluation, would be opened.
6. The bidders should submit the commercial bill of material covering cost for each Services (for each line item) and total cost for the bank as per Bill of Material (Annexure-4).
7. The Criteria for Technical Evaluation and Commercial Evaluation will have weightage of 60:40.
8. After completion of Commercial Bid evaluation. The Commercial Bid will comprise of the Total Cost for Bank (TC_B) and break-up of their final price as per Annexure-4.
9. The final selection of the bidder will be based on the Technical Score (T) and the Total Cost to the Bank (TC_B). (T1L1 Basis)
10. Sample evaluation process is shown below:

Technical Scores:

Bidder1 (B1)	Bidder2 (B2)	Bidder 3 (B3)
Technical Score = T1 Max Technical Score = 100	Technical Score = T2 Max Technical Score = 100	Technical Score = T3 Max Technical Score = 100
Weighted Score (WT1) = $60\% \times T1$	Weighted Score (WT2) = $60\% \times T2$	Weighted Score (WT3) = $60\% \times T3$

Commercial Scores:

Bidder 1 Total Cost for Bank = $B1TC_B$

Bidder 2 Total Cost for Bank = $B2TC_B$

Bidder 3 Total Cost for Bank = $B3TC_B$

Commercial Score Calculation:

$$C1B = L1/B1TC_B * 40$$

$$C2B = L1/B2TC_B * 40$$

$$C3B = L1/B3TC_B * 40$$

Where $L1 = \text{MIN} (B1TC_B, B2TC_B, B3TC_B)$

Final Scores:

$$\text{Bidder 1 Score} = WT1 + C1B$$

$$\text{Bidder 2 Score} = WT2 + C2B$$

$$\text{Bidder 3 Score} = WT3 + C3B$$

Selected Bidder for the Bank = H1 (Max of Scores of Bidders 1, 2 and 3)

Amended ATC document

Additional terms and conditions for Selection of vendor to provide Helpdesk services for Core banking solution and allied applications in Canara Bank

1. About GeM bid

The Bank intends to set up Help Desk for providing support to the branches for CBS and allied application from a central location. In this connection, Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for Selection of Vendor to Provide Helpdesk Services for Core-Banking-Solution and Allied Applications in Canara Bank as per the Terms & Conditions and Scope of Work described elsewhere in this document.

2. Objective

- 2.1. Canara Bank is one of the leading banks in the country and is known for its Customer Service. Bank's customer are interacting with the Bank through multiple channels like Branches and other digital channels including state of art internet banking, Mobile Banking, UPI, IMPS etc., application with Omni channel experience on multiple platforms like browser, mobile app etc.
- 2.2. To ensure proper customer service, Branches/Offices need active support for issues related to CBS and Allied applications. Accordingly, Help Desk services are required to be provided to Branches/offices of the Bank to ensure un-interrupted and seamless services ultimately to the customer.
- 2.3. The Bank is looking at a highly professional relationship with the service provider who shall provide the services as mentioned elsewhere in the RFP. The Bank shall provide required hardware, software and other services for setting up the same.
- 2.4. The bidder should act as a Service provider by providing Help Desk Agent/Resources, who will attend the calls/emails/chat etc. to troubleshoot/resolve the issues faced by Branch/office staff in CBS and allied applications and manage Helpdesk Operations.

3. Existing Infrastructure

- 3.1. Canara Bank has established state-of-the-art two-tier MPLS network connectivity to connect its Data Center - Bengaluru (DC), Disaster Recovery Center-Mumbai (DRC), domestic & foreign Branches/Offices and all other business units. DC & DRC Site is connected with dedicated point-to-point Link.
- 3.2. Bank also has its In House Ticketing and Case Management Solution, which is being used by End users to lodge issues pertaining to CBS and allied applications.

4. Deploying Resources for Help Desk:

- 4.1. Bank shall provide the address and contact details for deploying the resources while placing the purchase order.
- 4.2. Bidder should ensure deployment of Resources within 1 month from the date of acceptance of the order (or the date specified by the Bank) to the address given in the purchase order/sent separately through email.

4.3. Bank will not provide/reimburse for any conveyance, food and lodging.

5. Onsite Resources & Support

5.1. Onsite Resource charges will be paid monthly in arrears. In case the resources go on planned leave then replacements having equivalent or more experience and qualification has to be arranged by the Bidder to ensure that regular functioning of the solution is not hampered. The planned leaves to be informed to Bank team well in advance and may be taken only after concurrence of the Bank, provided suitable replacement is arranged by the Bidder.

5.2. However, penalty shall be applicable as per uptime clause.

5.3. Response Time and Meantime to Restore [MTTR]

5.3.1. Response Time shall be maximum 30 minutes and MTTR shall be maximum 4 hours.

5.3.2. Response time and MTTR stipulated above is for worst-case scenario only. In all other cases, Bidder should ensure immediate response and resolution of the issues.

5.3.3. Time specified above is from lodging of complaint. SLA for response time and MTTR is not applicable the reasons attributable to the Bank and Force Majeure.

6. Subcontracting

6.1. Principle Bidder only can participate and Bidder should not sub-contract to any other company/firm/trust. After selection process of the Bidder and order placement, resources deployed should be employed with the selected bidder and they should be on the payroll of the Bidder.

6.2. In case subcontracting is warranted in the interest of the project, Bidder should take consent of the Bank before executing any such agreement duly explaining the reason for the same and control measures put in place to ensure quality of resource and service. The Bank shall also retain the ability of similar control and oversight over the sub service provider apart from the service provider. Further, Bank may also recommend suitable action on sub-contractor including termination of contract if the services are not satisfactory. Bidder should take remedial action as per recommendation of Bank.

6.3. Bidder should exercise due diligence while engaging with the sub-contractor. Even if the Bidder gets into subcontracting, accountability and responsibility of the resource provided shall lie with Bidder only.

7. Requirement Details

7.1. Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for Selection of Vendor to Provide Helpdesk Services for Core-Banking-Solution and Allied Applications in Canara Bank as per the Terms & Conditions and Scope of Work described elsewhere in this document. This tender consists of following requirements:

- 7.2. The term of contract will be for a period of Three (3) years with renewal at each year after review. The renewal will be at the sole discretion of the bank and based on the performance of the Bidder during the previous year.
- 7.3. Bank reserves the right to increase or decrease the quantum of resources specified in this tender at the same price arrived at on the Terms and Conditions of this Tender.

8. Scope of Work

The Broad Scope of work shall include but not be limited as mentioned in **Annexure-1**. Bidder has to confirm compliance to the Scope of Work as mentioned in Annexure-1. The bidders are required to go through the complete GeM bid document thoroughly. The obligation / responsibilities mentioned elsewhere in the document, if any, shall be the integral part of the scope.

9. Acceptance

Bank will evaluate the deployed resources. If Bank is not satisfied with the performance of the resources and/or bidder has deployed un-experience resources, Bidder has to immediately replace the resource/agent with a qualified and experienced resource/s.

10. Proposal Ownership

The proposal and all supporting documentation submitted by the bidder shall become the property of the Bank. As the Bidder's proposal is central to the evaluation and selection process, it is important that, the bidder carefully prepares the proposal as per the prescribed format only. 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 GeM bid shall form integral part of the GeM bid.

11. Project Ownership

- 11.1. If the bidder is offering solutions/products/services from other bidders/principals, as required in this GeM bid, 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 Solution/Service which are relevant to this GeM bid.
- 11.2. Ownership letter by the bidder to be submitted (Undertaking letter by the bidder taking the ownership of the project execution) in case third party also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership.
- 11.3. The Bidder also has to submit a certificate/Letter from OEM that the proposed services any other related software offered by the bidder to the Bank are correct, viable, technically feasible for implementation and it will work without any hassles.

12. Acceptance of Offer

- 12.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 12.2. The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.
- 12.3. 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 GeM bid with or without modifications. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.
- 12.4. 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.

13. Project Execution

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

14. Execution of Agreement

- 14.1. Within 21 days from the date of acceptance of the Purchase Order/LOI or within 30 days from the date of issue of Purchase Order/LOI whichever is earlier, the selected bidder shall sign a stamped "Agreement" with the Bank at Bengaluru as per the format 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.
- 14.2. The Agreement shall include all terms, conditions and specifications of GeM bid and also the Bill of Material and Price, as agreed finally after Bid evaluation. 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.
- 14.3. 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.

15. Order Cancellation/Termination of Contract

- 15.1. 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:
 - 15.1.1. Delay in delivery of services in the specified period.
 - 15.1.2. Serious discrepancies noted in the inspection.
 - 15.1.3. Breaches in the terms and conditions of the Order.
- 15.2. 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:
 - 15.2.1. Non submission of acceptance of order within 7 days of order.
 - 15.2.2. Excessive delay in execution of order placed by the Bank.
 - 15.2.3. The selected bidder commits a breach of any of the terms and conditions of the bid.
 - 15.2.4. The bidder goes in to liquidation voluntarily or otherwise.
 - 15.2.5. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
 - 15.2.6. The progress made by the selected bidder is found to be unsatisfactory.
 - 15.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- 15.3. Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services.
- 15.4. In case the selected bidder fails to conduct an event as per stipulated schedule, the Bank reserves the right to get it conducted by alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days prior notice to the bidder.
- 15.5. 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 to carry out 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.
- 15.6. 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.

- 15.7. 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.

16. 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.

17. Roles & Responsibility during Project Implementation

- 17.1. 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 GeM bid.
- 17.2. 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.
- 17.3. 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.

18. Responsibilities of the Selected Bidder

- 18.1. 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.
- 18.2. 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.
- 18.3. The selected bidder shall submit updated Escalation Matrix for the product/services on a **Half-Yearly basis** as at the end of 31st March and 30th September during warranty and AMC period.

19. Human Resource Requirement

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

- 19.1. 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.

- 19.2. 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.
- 19.3. 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.
- 19.4. 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.
- 19.5. 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.
- 19.6. 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.

20. Responsibility for Completeness

- 20.1. The bidder shall ensure that the Solution/service provided [Hardware/Software etc] meets all the technical and functional requirements as envisaged in the scope of the GeM bid.
- 20.2. The bidder shall deliver, install, configure the supplied Solution/service as per Technical specification and Scope of Work described elsewhere in the GeM bid and 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.
- 20.3. 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.

21. 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 & other items provided to the Bank under this GeM bid and the vendor shall extend all cooperation in this regard.

22. 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.

23. Assignment

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

23.2. If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this GeM bid 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 GeM bid.

24. 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.

25. 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.

26. 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.

27. Intellectual Property Rights

27.1. 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.

- 27.2. 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/service.
- 27.3. 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.
- 27.4. 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.

28. Confidentiality and Non-Disclosure

- 28.1. 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.
- 28.2. No media release/public announcement or any other reference to the GeM bid or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.

29. Indemnity

- 29.1. 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:

- 29.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;
- 29.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;
- 29.2. 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/Service** supplied by them.
 - 29.2.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
 - 29.2.2. 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.
 - 29.2.3. 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.
- 29.3. Bidder's aggregate liability shall be subject to an overall limit of the total Cost of the project.

30. Force Majeure

- 30.1. 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.
- 30.2. 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.
- 30.3. 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 seven 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.
- 30.4. 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.

31. Responsibilities of the Bidder

By submitting a signed bid/response to this GeM bid the bidder certifies that:

- 31.1. The Bidder has arrived at the prices in its bid without agreement with any other bidder of this GeM bid for the purpose of restricting competition.
- 31.2. The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this GeM bid.
- 31.3. No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- 31.4. 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.
- 31.5. 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 GeM bid. The Bidder represents that all software and hardware to be supplied in response to this GeM bid shall meet the requirement of the solution/service 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 GeM bid 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 GeM bid, 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 GeM bid 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 GeM bid, the Bank expects the Bidder to fulfill all the terms and conditions of this GeM bid.

32. Corrupt and Fraudulent Practices

- 32.1. 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:
- 32.2. "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
- 32.3. "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.

- 32.4. 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.
- 32.5. 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.
- 32.6. 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.
- 32.7. 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.
- 32.8. The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for Solution/service by the Bank.

33. Adoption of Integrity Pact

- 33.1. 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.
- 33.2. Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- 33.3. The Bidders shall submit signed Pre Contract integrity pact. Those Bids which are not containing the above are liable for rejection.
- 33.4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates
- 33.5. 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.
- 33.6. 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.
- 33.7. 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.

33.8. 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.

33.9. Integrity pact shall be signed by the person who is authorized to signed the Bid.

33.10. The Name and Contact details of the Independent External Monitor(IEM) nominated by the Bank are as under:

Sri. Rakesh Jain Email: rakeshjain18@hotmail.com	Sri. D R S Chaudhary Email: dilip.chaudhary@gmail.com
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34. 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.

35. 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.

36. Modification/Cancellation of GeM bid

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.

37. Social Media Policy

37.1. No person of the bank or the contractors and third parties shall violate the social media policy of the bank.

37.2. 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:

37.2.1. Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.

37.2.2. 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.”

38. Right to audit:

38.1. The VENDOR has to get itself annually audited by internal/ external empaneled Auditors appointed by the PURCHASER/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the PURCHASER/such auditors in the areas of products (IT hardware/software) and services etc., provided to the PURCHASER and the VENDOR is required to submit such certification by such Auditors to the PURCHASER. The VENDOR and or

his/their outsourced agents/subcontractors (if allowed by the PURCHASER) shall facilitate the same. The PURCHASER can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the VENDOR. The VENDOR shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the PURCHASER.

38.2. Where any deficiency has been observed during audit of the VENDOR on the risk parameters finalized by the PURCHASER or in the certification submitted by the Auditors, the VENDOR shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the VENDOR shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

38.3. The VENDOR shall, whenever required by the PURCHASER, furnish all relevant information, records/data to such auditors and/or inspecting officials of the PURCHASER/Reserve Bank of India and or any regulatory authority. The PURCHASER reserves the right to call and/or retain for any relevant material information/reports including auditor review reports undertaken by the VENDOR (e.g., financial, internal control and security reviews) and findings made on VENDOR in conjunction with the services provided to the PURCHASER.

39. 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.

40. Legal Disputes and Jurisdiction of the court

40.1. 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 GeM bid. 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.

40.2. 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 GeM bid/Contract agreement shall be governed by the laws of India

Annexure-3
Eligibility Criteria Declaration

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

SUB: GeM bid for Selection of Vendor to Provide Helpdesk Services for Core-Banking-Solution and Allied Applications in Canara Bank.

Ref: Your Custom GEM Bid/2021-22 dated 06/11/2021

We have carefully gone through the contents of the above referred GeM bid and Replies to Pre bid Queries and Amendments and furnish the following information relating to Eligibility Criteria.

Sl. No.	Eligibility Criteria	Documents to be submitted for Eligibility Criteria Compliance	Bidder's Response and Documents Submitted
1.	The Bidder should be a partnership firm registered under LLP Act, 2008/Indian Partnership Act, 1932 or Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013 and must have in existence for 3 years as on GeM bid date.	<p>Bidder has to submit Copy of Certificate of LLP registration.</p> <p>(OR)</p> <p>Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company.</p> <p>(OR)</p> <p>Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies.</p>	
2.	The Bidder should have minimum turnover of Rs.20.00 Crore each year for the last three financial years (i.e. 2018-19, 2019-20 and 2020-21) from Indian Operations only. This must be the individual company turnover and not of any group of companies.	<p>Bidder has to submit audited Balance Sheet for last 3 Years [i.e. 2018-19, 2019-20 and 2020-21].</p> <p style="text-align: center;">AND</p> <p>Bidder must produce a certificate from the Company's Chartered Accountant to this effect.</p> <p>The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number.</p>	

3.	The Bidder should have Positive Net Worth as on 31/03/2021.	<p>The Bidder must produce a certificate from the Company's Chartered Accountant to this effect.</p> <p>The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number.</p>	
4.	The Bidder should have the experience of providing similar Help Desk Service at a Scheduled Commercial Bank having at least 2000 branches (either directly or through a System Integrator). The help desk services provided to their customer must have CBS as a scope.	<p>The Bidder has to provide reference letter in their name with the duration and type of Services provided from Scheduled commercial Banks or the SI Partner.</p> <p>Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India. (Start and End Date of the Project to be mentioned) in the past (At least 2 client references are required)</p>	
5.	The Bidder should have support office in Bengaluru.	The Bidder has to provide their existing service center infrastructure details like local Contact Person Name, Address, Phone No, Mobile No, and Email etc., no. of engineers and jurisdiction of the engineer.	
6.	Bidders should not be under debarment or blacklisted for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this GeM bid.	Bidder should specifically certify in the format prescribed by the Bank in this regard.	

7.	<p>The bidder/OEM should not be from a country which shares a land border with India unless the bidder is registered with the Competent Authority (as detailed in Office Memorandum-F.No.6/18/2019-PPD of Dept. of Expenditure, Ministry of Finance). Bidder from a country which shares a land border with India means:</p> <p>a. An entity incorporated, established or registered in such a country; or</p> <p>b. A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d. An entity whose beneficial owner is situated in such a country; or</p> <p>e. An Indian (or other) agent of such an entity; or</p> <p>f. a natural person who is a citizen of such a country; or</p> <p>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p>	<p>i. A declaration in letterhead of the firm/company stating "We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country or; if from such a country, have been registered with the Competent Authority (copy attached). We hereby certify that we fulfill all requirements in this regard and are eligible to be considered." has to be submitted.</p> <p>ii. Bidder and OEM both have to submit an undertaking as per the format attached in Appendix-O</p>	
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We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection.

Date

Signature with seal

Name :

Designation :

Annexure-4

Bill of Material

SUB: GeM bid for Selection of Vendor to Provide Helpdesk Services for Core-Banking-Solution and Allied Applications in Canara Bank.

Ref: Custom GEM Bid/2021-22 dated 06/11/2021

Notes

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

Charges for Helpdesk Resources

[Amount in Indian Rupees]

Sl. No.	Description	Charges for one resource Per Month [Excl. of Tax]	No. of Months	No. of Resources	Total Charges for 36 Months [Excl. of Tax]	Tax %	Tax Value	Total Charges for 36 Months [Incl. of Tax]
		a	b	c	d=a*b*c	e	f	g=d+f
1	Cost of Help Desk Agent/Resources including management fee.		36	70				
2	Cost of onsite supervisor including management fee.		36	6				
3	Total Cost [sum of column g of row 1 and 2]							

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 GeM bid 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" as mentioned in Annexure-2 of the GeM bid.

Date

Signature with seal

Name :

Designation :

BID SECURITY DECLARATION
(TO BE PROVIDED ON LETTER HEAD)

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

SUB: Selection of Vendor to Provide Helpdesk Services for Core-Banking-Solution and Allied Applications in Canara Bank.

Ref: Custom GEM Bid/2021-22 dated 06/11/2021.

Dear Sir

We declare that if we withdraw or modify our Bids during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the GeM bid, we note that we will be suspended for the period of three years from being eligible to submit Bids for contracts with Canara Bank.

Place:
Date:

[Signature of Authorised Signatory]
Name:
Designation:
Seal:

Note: All bidders are exempted from submission of Bid Security/EMD by submitting the above declaration till 31/12/2021.

Non-Disclosure Agreement

SUB: Selection of Vendor to Provide Helpdesk Services for Core-Banking-Solution and Allied Applications in Canara Bank.

Ref: Custom GEM Bid/2021-22 dated 06/11/2021

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 (annexe), 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 tender is confidential and/or proprietary to the BANK, and

WHEREAS, the bidder understands that in the course of submission of the offer for "Selection of Vendor to Provide Helpdesk Services for Core-Banking-Solution and Allied Applications 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 to 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 tender 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 :

UNDERTAKING BY BIDDER TOWARDS MANDATORY MINIMUM LC

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

SUB: Selection of Vendor to Provide Helpdesk Services for Core-Banking-Solution and Allied Applications in Canara Bank.

Ref: Custom GEM Bid/2021-22 dated 06/11/2021

Dear Sir

We, M/s_____ (*Name of Bidder*) undertake that we meet the mandatory minimum local content requirement of% specified in tender document for claiming purchase preference linked with local Contents under the Policy.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal

CERTIFICATE BY STATUTORY AUDITOR OF BIDDER TOWARDS MANDATORY MINIMUM LC

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

SUB: Selection of Vendor to Provide Helpdesk Services for Core-Banking-Solution and Allied Applications in Canara Bank.

Ref: Custom GEM Bid/2021-22 dated 06/11/2021

Dear Sir

“We _____ the statutory auditor of M/s. _____ (*Name of the bidder*) hereby certify that M/s. _____ (*Name of the bidder*) meet the mandatory minimum Local content requirement of% specified in tender document quoted vide offer No. _____ dated _____ against tender No. _____ by M/s _____ (*Name of the bidder*).”

Name of Audit Firm:
Date:

[Signature of Authorized Signatory]

Name:
Designation:
Seal:
Membership no.

Proforma of Bank Guarantee for Contract Performance

(To be submitted on Non-Judicial stamp paper of appropriate value Purchased in the name of the issuing Bank)

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

WHEREAS (Name and address of M/s XXXX Ltd (hereinafter referred to as “the CONTRACTOR”) has undertaken for _____
as per their Contract dated _____with you (hereinafter referred to as “the CONTRACT”)

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

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

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

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

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

Notwithstanding anything to the contrary we agree that your decision as to whether the CONTRACTOR has made any such default or defaults and the amount or amounts to which

you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein

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

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

Dated this _____ day of _____ 2021.

For and on behalf of

_____ BRANCH MANAGER SEAL ADDRESS PLACE

Name of the Bank:	Canara Bank
Name of the Branch:	DIT Wing
IFSC Code:	CNRB0000007
The Bank Guarantee has to be confirmed through SFMS by the issuing Bank branch.	

*****End of the corrigendum*****

1. About GeM bid

The Bank intends to set up Help Desk for providing support to the branches for CBS and allied application from a central location. In this connection, Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for Selection of Vendor to Provide Helpdesk Services for Core-Banking-Solution and Allied Applications in Canara Bank as per the Terms & Conditions and Scope of Work described elsewhere in this document.

2. Objective

- 2.1. Canara Bank is one of the leading banks in the country and is known for its Customer Service. Bank's customer are interacting with the Bank through multiple channels like Branches and other digital channels including state of art internet banking, Mobile Banking, UPI, IMPS etc., application with Omni channel experience on multiple platforms like browser, mobile app etc.
- 2.2. To ensure proper customer service, Branches/Offices need active support for issues related to CBS and Allied applications. Accordingly, Help Desk services are required to be provided to Branches/offices of the Bank to ensure un-interrupted and seamless services ultimately to the customer.
- 2.3. The Bank is looking at a highly professional relationship with the service provider who shall provide the services as mentioned elsewhere in the GeM bid. The Bank shall provide required hardware, software, training and other services for setting up the same.
- 2.4. The bidder should act as a Service provider by providing Help Desk Agent/Resources, who will attend the calls/emails/chat etc. to troubleshoot/resolve the issues faced by Branch/office staff in CBS and allied applications and manage Helpdesk Operations.

3. Existing Infrastructure

- 3.1. Canara Bank has established state-of-the-art two-tier MPLS network connectivity to connect its Data Center - Bengaluru (DC), Disaster Recovery Center-Mumbai (DRC), domestic & foreign Branches/Offices and all other business units. DC & DRC Site is connected with dedicated point-to-point Link.
- 3.2. Bank also has its In House Ticketing and Case Management Solution, which is being used by End users to lodge issues pertaining to CBS and allied applications.

4. Deploying Resources for Help Desk:

- 4.1. Bank shall provide the address and contact details for deploying the resources while placing the purchase order.
- 4.2. Bidder should ensure deployment of Resources within 1 month from the date of acceptance of the order (or the date specified by the Bank) to the address given in the purchase order/sent separately through email.
- 4.3. Bank will not provide/reimburse for any conveyance, food and lodging.

5. Onsite Resources & Support

- 5.1. Onsite Resource charges will be paid monthly in arrears. In case the resources go on planned leave then replacements having equivalent or more experience and qualification has to be arrange by the Bidder to ensure that regular functioning of the solution is not hampered. The planned leaves to be informed to Bank team well in advance and may be taken only after concurrence of the Bank, provided suitable replacement is arranged by the Bidder.
- 5.2. However, penalty shall be applicable as per uptime clause.
- 5.3. **Response Time and Meantime to Restore [MTTR]**
 - 5.3.1. Response Time shall be maximum 30 minutes and MTTR shall be maximum 4 hours.
 - 5.3.2. Response time and MTTR stipulated above is for worst-case scenario only. In all other cases, Bidder should ensure immediate response and resolution of the issues.
 - 5.3.3. Time specified above is from lodging of complaint. SLA for response time and MTTR is not applicable the reasons attributable to the Bank and Force Majeure.

6. Subcontracting

Principle Bidder only can participate and Bidder should not sub-contract to any other company/firm/trust. After selection process of the Bidder and order placement, resources deployed should be employed with the selected bidder and they should be on the payroll of the Bidder.

In case subcontracting is warranted in the interest of the project, Bidder should take consent of the Bank before executing any such agreement duly explaining the reason for the same and control measures put in place to ensure quality of resource and service. The Bank shall also retain the ability of similar control and oversight over the sub service provider apart from the service provider. Further, Bank may also recommend suitable action on sub-contractor including termination of contract if the services are not satisfactory. Bidder should take remedial action as per recommendation of Bank.

Bidder should exercise due diligence while engaging with the sub-contractor. Even if the Bidder gets into subcontracting, accountability and responsibility of the resource provided shall lie with Bidder only.

7. Requirement Details

- 7.1. Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for Selection of Vendor to Provide Helpdesk Services for Core-Banking-Solution and Allied Applications in Canara Bank as per the Terms & Conditions and Scope of Work described elsewhere in this document. This tender consists of following requirements:
- 7.2. The term of contract will be for a period of Three (3) years with renewal at each year after review. The renewal will be at the sole discretion of the bank and based on the performance of the Bidder during the previous year.

7.3. Bank reserves the right to increase or decrease the quantum of resources specified in this tender at the same price arrived at on the Terms and Conditions of this Tender.

8. Scope of Work

The Broad Scope of work shall include but not be limited as mentioned in **Annexure-1**. Bidder has to confirm compliance to the Scope of Work as mentioned in Annexure-1. The bidders are required to go through the complete GeM bid document thoroughly. The obligation / responsibilities mentioned elsewhere in the document, if any, shall be the integral part of the scope.

9. Acceptance

Bank will evaluate the deployed resources. If Bank is not satisfied with the performance of the resources and/or bidder has deployed un-experience resources, Bidder has to immediately replace the resource/agent with a qualified and experienced resource/s.

Annexure-3
Eligibility Criteria Declaration

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

SUB: GeM bid for Selection of Vendor to Provide Helpdesk Services for Core-Banking-Solution and Allied Applications in Canara Bank.

Ref: Your Custom GEM Bid/2021-22 dated 06/11/2021

We have carefully gone through the contents of the above referred GeM bid and Replies to Pre bid Queries and Amendments and furnish the following information relating to Eligibility Criteria.

Sl. No.	Eligibility Criteria	Documents to be submitted for Eligibility Criteria Compliance	Bidder's Response and Documents Submitted
1.	The Bidder should be a partnership firm registered under LLP Act, 2008/Indian Partnership Act, 1932 or Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013 and must have in existence for 3 years as on GeM bid date.	<p>Bidder has to submit Copy of Certificate of LLP registration.</p> <p>(OR)</p> <p>Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company.</p> <p>(OR)</p> <p>Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies.</p>	

2.	The Bidder should have minimum turnover of Rs.20.00 Crore each year for the last three financial years (i.e. 2018-19, 2019-20 and 2020-21) from Indian Operations only. This must be the individual company turnover and not of any group of companies.	<p>Bidder has to submit audited Balance Sheet for last 3 Years [i.e. 2018-19, 2019-20 and 2020-21].</p> <p style="text-align: center;">AND</p> <p>Bidder must produce a certificate from the Company's Chartered Accountant to this effect.</p> <p>The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number.</p>	
3.	The Bidder should have Positive Net Worth as on 31/03/2021.	<p>The Bidder must produce a certificate from the Company's Chartered Accountant to this effect.</p> <p>The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number.</p>	
4.	The Bidder should have the experience of providing similar Help Desk Service at a Scheduled Commercial Bank having at least 2000 branches (either directly or through a System Integrator). The help desk services provided to their customer must have CBS as a scope.	<p>The Bidder has to provide reference letter in their name with the duration and type of Services provided from Scheduled commercial Banks or the SI Partner.</p> <p>Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India. (Start and End Date of the Project to be mentioned) in the past (At least 2 client references are required)</p>	
5.	The Bidder should have support office in Bengaluru.	The Bidder has to provide their existing service center infrastructure details like local Contact Person Name, Address, Phone No, Mobile No, and Email etc., no. of engineers and jurisdiction of the engineer.	

6.	Bidders should not be under debarment or blacklisted for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this GeM bid.	Bidder should specifically certify in the format prescribed by the Bank in this regard.	
7.	<p>The bidder/OEM should not be from a country which shares a land border with India unless the bidder is registered with the Competent Authority (as detailed in Office Memorandum-F.No.6/18/2019-PPD of Dept. of Expenditure, Ministry of Finance). Bidder from a country which shares a land border with India means:</p> <p>a. An entity incorporated, established or registered in such a country; or</p> <p>b. A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d. An entity whose beneficial owner is situated in such a country; or</p> <p>e. An Indian (or other) agent of such an entity; or</p> <p>f. a natural person who is a citizen of such a country; or</p> <p>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p>	<p>i. A declaration in letterhead of the firm/company stating "We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country or; if from such a country, have been registered with the Competent Authority (copy attached). We hereby certify that we fulfill all requirements in this regard and are eligible to be considered." has to be submitted.</p> <p>ii. Bidder and OEM both have to submit an undertaking as per the format attached in Appendix-O</p>	

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

Date

Signature with seal

Name :

Designation :

Annexure-4

Bill of Material

SUB: GeM bid for Selection of Vendor to Provide Helpdesk Services for Core-Banking-Solution and Allied Applications in Canara Bank.

Ref: Custom GEM Bid/2021-22 dated 06/11/2021

Notes

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

Charges for Helpdesk Resources

[Amount in Indian Rupees]

Sl. No.	Description	Charges for one resource Per Month [Excl. of Tax]	No. of Months	No. of Resources	Total Charges for 36 Months [Excl. of Tax]	Tax %	Tax Value	Total Charges for 36 Months [Incl. of Tax]
		a	b	c	d=a*b*c	e	f	g=d+f
1	Cost of Help Desk Agent/Resources including management fee.		36	70				
2	Cost of onsite supervisor including management fee.		36	6				
3	Total Cost [total of column g of row 1 and 2]							

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 GeM bid 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” as mentioned in Annexure-2 of the GeM bid.

Date

Signature with seal

Name :

Designation :

APPENDIX A

BID SECURITY DECLARATION

(TO BE PROVIDED ON LETTER HEAD)

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

SUB: Selection of Vendor to Provide Helpdesk Services for Core-Banking-Solution and Allied Applications in Canara Bank.

Ref: Custom GEM Bid/2021-22 dated 06/11/2021.

Dear Sir

We declare that if we withdraw or modify our Bids during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the GeM bid, we note that we will be suspended for the period of three years from being eligible to submit Bids for contracts with Canara Bank.

Place:

Date:

[Signature of Authorised Signatory]

Name:

Designation:

Seal:

Note: All bidders are exempted from submission of Bid Security/EMD by submitting the above declaration till 31/12/2021.