



Request for Proposal in GeM Portal [RFP]

for

**“IMPLEMENTATION AND MAINTENANCE OF BHARAT BILL PAYMENT SYSTEM(BBPS)
SOLUTION ON OPEX MODEL”**

RFP Ref. No.: RFP-15/DBS/BBPS/2022 dated 12/10/2022.

GEM BID No: [GEM/2022/B/2627963](#)

Issued by:

Canara Bank,
Procurement & Vendor Payments Section,
Digital Banking Services Wing,
Head Office Annexe - (K G Road),
2nd Floor, Devanga Towers, K G Road, Bengaluru - 560 009.
Phone No - 080-2207 3850.
Email Id - hodbsdprocurement@canarabank.com

The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP Document and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves the right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever.

This document is prepared by Canara Bank for Onboarding of Technology Service Provider(TSP) for **Implementation and Maintenance of Bharat Bill Payment System (BBPS) Solution on OPEX Model in Canara Bank**. This RFP document should not be reused or copied or used either partially or fully in any form.

A.BID SCHEDULE

S.No	Description	Details
1.	RFP No & Date	RFP-15/DBS/BBPS/2022 dated 12/10/2022
2.	Brief Description of RFP	Implementation and Maintenance of Bharat Bill Payment System (BBPS) Solution on OPEX Model in Canara Bank.
3.	Contact Details	Canara Bank, Procurement & Vendor Payments Section Digital Banking Services Wing 2 nd Floor, Devanga Tower, No:35 KG Road, Bengaluru - 560 009. Contact: 080-22073850 Senior Manager, Procurement & Vendor Payments Section Email: hodbsdprocurement@canarabank.com
4.	Date of Issue of RFP	12/10/2022, Tuesday
5.	Contract Period	5 Years
6.	Tender Fee (Non-Refundable)	Rs.20,000 + GST
7.	Earnest Money Deposit (Refundable)	Rs. 50,00,000/- (Rupees Fifty Lakhs Only)
9.	Purchase Preference Policy	Applicable
10.	Last Date and Time for Submission of Bids	03/11/2022, Thursday, 03.00 PM
11.	Date, Time and Venue for opening of Part-A Conformity to Eligibility Criteria	03/11/2022, Thursday, 03.30 PM <u>Venue:</u> Procurement & Vendor Payments Section Digital Banking Services Wing 2 nd Floor, Devanga Tower, No: 35 KG Road, Bengaluru -560 009.
12.	Date and Time for opening of Technical Bid Part-B / Commercial Bid Part-C	Will be intimated at a later date.
12.	Pre-bid Meeting Date & Time and Venue	Pre-bid meeting will be held on 20/10/2022, Thursday, 03.30 AM at <u>Venue:</u> Canara Bank, Procurement & Vendor Payments Section, Digital Banking Services Wing 2 nd Floor, Devanga Tower, No:35 KG Road, Bengaluru -560 009.
13.	Pre-Bid Queries	Participating bidders may submit their queries pertaining to the bid as per GeM Guidelines Only.

		• Subsequent changes/amendments made, based on the suggestions and clarifications as per pre-bid meeting shall be deemed to be a part of the RFP document and shall be uploaded on GeM Portal Only. • No Queries/Suggestions shall be entertained after pre-bid meeting. • No oral or individual consultation shall be entertained. • 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. Pre-Bid Queries shall be submitted to hodbsdprocurement@canarabank.com as per Annexure-4 at least 2 days before the Pre-Bid meeting date.
14.	Commercial Bid Format	Commercial Bid Format (Annexure-9 Bill of Material) has been provided with this RFP for the better understanding of the requirements. The bid process shall be in accordance with GeM Portal guidelines only.
15.	Publication	This document can be downloaded from following websites https://canarabank.com/tenders.aspx, https://bidplus.gem.gov.in/bidlists Any amendments, modifications, Pre-Bid replies & any communication etc. shall be uploaded on GeM Portal only. No individual communication will be sent to the individual bidder. The Bank reserves the right to Cancel or postpone the tender at any stage without assigning any reason whatsoever.
16.	Important Instructions for Bid Submission	• The bid documents and commercial bid shall be submitted online on GeM portal ONLY as per this RFP document and as per the provisions and terms & conditions of GeM portal. • Please make sure that all the documents are properly scanned and are legible to read. • Bank Guarantee towards Earnest Money Deposit and all Declarations/ Forms/ Formats/ Documents etc. asked in the RFP, which need to be submitted on Stamp Paper shall be submitted both Online (Scanned Copy) on GeM portal and Offline (Physical Copy) in the Tender Box by the bidder before bid submission timeline. Physical Copy as mentioned above, shall be submitted at:

		<i>Canara Bank, Digital Banking Services Wing, Devanga Tower 2nd Floor, 35, KG Road, Bengaluru 560009</i> • Offline mandatory documents as per RFP shall reach to us within the bid closing timeline i.e 03/11/2022 03:00 PM. • The Envelope containing Offline documents as mentioned above shall contain the name and address of the bidder and name of RFP. If the envelope containing such documents is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid's misplacement or premature opening. • The information and documents provided by the bidders in response to this RFP shall become the property of the Bank and will not be returned. Only the Bank Guarantee towards Earnest Money Deposit/Bid Security shall be returned in accordance with relevant clause(s) of this RFP.
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Note:

- This document can be downloaded from following website <https://canarabank.com/tenders.aspx>. In that event, the bidders should pay the Tender Fee for tender document and the bidder has to submit the tender fee through NEFT to the account mentioned in the Bid document.
- Any amendments, modifications, Pre Bid replies & any communication etc. will be uploaded in the Bank's website only (i.e. <https://canarabank.com/tenders.aspx>). No individual communication will be sent to the individual bidders.
- The Bids shall be opened as per the process and guidelines of GeM Portal. Canara Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.
- The bidder shall upload all the requisite documents while submitting the bid online on GeM portal as per the terms, conditions and process of GeM Portal. It is bidder's responsibility to ensure submission of all documents at the time of submission of bid online and no request in this regard shall be entertained post completion of bidding timeline.

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 “Bidder/s” 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.

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 of 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.

The bidder shall bear all the costs associated with or relating to the preparation and submission of the bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to the bid. All such costs and expenses will remain with the bidder and the Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding process.

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

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B. INTRODUCTION

1. About Canara Bank:

CANARA BANK is a third largest public sector bank owned by Government of India. Canara Bank is a body Corporate and a premier Public Sector Bank established in the Year 1906 by Shri. Ammembal Subba Rao Pai and nationalized under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970. Canara Bank Head office is located at 112, J C Road Bengaluru-560002 and Digital Banking Services wing located at Devanga Tower, # 35, K G Road, Bengaluru-560009.

The Bank is having pan India presence of 9734 branches, 24 Circle offices and 176 Regional Offices as on 31/03/2022. The bank also has offices abroad in London, Dubai and New York. As per the announcement made by the Department of Finance Services on 30 August 2019, Manipal based Syndicate Bank has been merged from 01 April 2020.

The Bank is a forerunner in Procurement of IT related products, services, and continuously making efforts to provide the state of art technological products to its customers.

This invitation of Bids is open to all Service Providers who have presence in India and who fulfill all the Eligibility criteria and who comply with all the requirements of Scope of Work as mentioned in the bid document.

2. Definitions:

- 2.1 'Bank' means unless excluded by and repugnant to context or the meaning thereof, shall mean 'Canara Bank', described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successor and permitted assigns.
- 2.2 'GeM' means Government e-Marketplace wherein the whole bidding process shall be conducted online.
- 2.3 'RFP' means Request for Proposal for "Implementation and Maintenance of Bharat Bill Payment System (BBPS) Solution on OPEX Model in Canara Bank".
- 2.4 "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer including written reply or submission of response to this RFP for execution of works made in accordance with the terms and conditions set out in a document inviting such offers;
- 2.5 "Bidder (including the term 'tenderer', 'consultant' or 'Service Provider') means an eligible entity/firm or company, participating in a procurement process with the Procuring Entity and submitting the Bid in response to this RFP.
- 2.6 'Contract' means the agreement signed by successful bidder and the Bank including all attachments and appendices thereto and all documents incorporated by reference therein, at the conclusion of bidding process, wherever required.
- 2.7 'Successful Bidder' / 'L1 bidder' will be the L1 bidder in totality after conclusion of the bidding process, subject to compliance to all the Terms and Conditions of the RFP, etc.
- 2.8 "Vendor/Service Provider" is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has

emerged as L1 Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.

- 2.9 “The Contract Price/Project Cost” means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- 2.10 “Services” means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of the Vendor covered under this RFP.
- 2.11 “Product” means all the hardware, it’s all components, peripheral apparatus, associated software/ firmware/ operating software, Software Agent(s).
- 2.12 “The Project” means “Selection of Vendor for Onboarding of Technology Service Provider(TSP) for Implementation and Maintenance of Bharat Bill Payment System(BBPS) solution directly to Canara Bank.
- 2.13 “Deficiencies” shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of the Services.
- 2.14 ‘Documentation’ includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures, Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable etc.
- 2.15 “Intellectual Property Rights” shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
- 2.16 “Root Cause Analysis Report” shall mean a report addressing a problem or non-conformance, in order to get to the ‘root cause’ of the problem, which thereby assists in correcting or eliminating the cause, and prevent the problem from recurring.

3. Objective:

- 3.1 The objective of this GeM bid is to select a bidder (based on the Eligibility Criteria, Technical Eligibility and Commercial quoted by Bidders) for Implementation and Maintenance of Bharat Bill Payment System (BBPS) solution on OPEX model in Canara Bank as per the Technical Specifications, Scope of Work, Terms and Conditions as described elsewhere in this document. The bidder should ensure that the proposed application shall be bug free and as per Banks requirements.
- 3.2 The bidder should have the past experience/track record in the proposed application.

4. Eligibility Criteria:

- 4.1 Bank invites offers from eligible bidders for Onboarding of Technology Service Provider(TSP) for Implementation and Maintenance of Bharat Bill Payment System (BBPS) Solution in Canara Bank as per Terms and Conditions, and Scope of work described elsewhere in this document.

S.No	Description of Items	Contract Period
1	Implementation and Maintenance of Bharat Bill Payment System (BBPS) Solution on OPEX model in Canara Bank	5 Years

- 4.2 Bidder shall ensure that all the bid documents must be indexed and signed by the authorized signatory.
- 4.3 Non-compliance to any of the Eligibility criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation. The proof provided must be in line with the details mentioned in "Documents to be submitted for Eligibility Criteria Compliance". Any of the Eligibility Criteria not accompanied by relevant proof documents will not be considered for evaluation.
- 4.4 Canara Bank, reserves the right to verify/evaluate the claims made by the bidder independently. Any deliberate misrepresentation will entail rejection of the offer.

5. Participation Methodology:

- 5.1 In this GeM bid either the authorized bidder on behalf of the Principal/OEM/OSD or Principal/OEM/OSD itself can bid but both cannot bid simultaneously for the same item/product/service.
- 5.2 If a bidder bids on behalf of the Principal/OEM/OSD, the same bidder shall not submit a bid on behalf of another Principal/OEM/OSD in this GeM bid for the same item/product/service.
- 5.3 If any product of Principal/OEM/OSD is being quoted in this GeM bid, the Principal/OEM/OSD cannot bid for any other Principal's/OEM's/OSD's product.
- 5.4 In the event of the bidder being not able to perform the obligations as per the provisions of the contract, the OEM/OSD/principal should assume complete responsibility on behalf of the bidder for Implementation and Maintenance of Bharat Bill Payment System(BBPS) on OPEX model directly to Canara Bank i.e., technology, personnel, financial and any other infrastructure that would be required to meet intent of this GeM bid at no additional cost to the bank. To this effect bidder should provide a dealer/distributor certificate as per Annexure-7.

6. Technical Bid Evaluation:

- 6.1 Technical bids will be evaluated only for those bids which have complied to the eligibility criteria.
- 6.2 Bidders satisfying the technical requirements as determined by the bank and with minimum marks under technical specifications of this document shall be shortlisted for further process.

- 6.3 The Bidder will demonstrate/substantiate all claims made in the technical Bid to the satisfaction of the Bank, the capability of the Software Solution/ services to support all the required functionalities.
- 6.4 The Bank will determine to their satisfaction if the bidder has submitted the best evaluated responsive bid and is qualified to satisfactorily perform the contract. The decision of Bank will be final in this regard.
- 6.5 The determination will be by taking into account the bidders financial, technical and support capabilities as per RFP, based on the demonstration by the bidder and examination of documentary evidence submitted by the bidder.
- 6.6 Bidder has to provide only the following responses against each technical specification in the technical bid:

Code	Description
G	Available
Y	Will be made available as part of the solution provided to Bank
R	Cannot be provided

KINDLY NOTE THAT TECHNICAL SCORE WILL NOT BE DISCLOSED TO ANY BIDDER IN ANY CIRCUMSTANCES, NEITHER AT ANY STAGE OF THE TENDER PROCESS NOR AFTER ITS COMPLETION.

- 6.7 In case any technical specification/ requirement is responded as “G” and is not demonstrated or explained by the bidder (on Bank’s request) to satisfy bank then corresponding response would be considered as “R” for calculating the marks.
- 6.8 Bidder has to secure the minimum qualifying marks in the Technical evaluation to qualify for commercial bid evaluation.
- 6.9 In case minimum qualifying marks is not obtained by at least 3 (three) bidders, the top 3(three) bidders may be considered eligible for commercial evaluation on sole discretion of Bank.
- 6.10 The evaluation by the Bank will be undertaken by a committee of Officials formed by Bank and its decision is final.
- 6.11 Scope of work also includes components, materials, accessories, software required to render the system being offered in all respects even though every individual item may not have been specifically mentioned in the RFP.

7. Techno Commercial Evaluation Process:

- 7.1 The bid will be evaluated by techno commercial evaluation process. The Techno-Commercial evaluation process will consist of two stages:

7.1.1 Technical Evaluation

7.1.2 Commercial Evaluation

- 7.2 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.
- 7.3 The Technical Evaluation shall be performed first to identify the list of bidder as per the technical evaluation parameter (Annexure-6.1) of the GeM bid.
- 7.4 The bidders scoring less than 80% marks in the technical evaluation as per (Annexure-6.1) will not be considered for the selection process and their Commercial Bids will not be opened. Decision of the bank to this effect will be final and no further communication in this regard will be entertained.
- 7.5 Each qualified bidder in Technical Evaluation (i.e., bidders who obtain 80% or more marks in technical evaluation criteria) shall be assigned a Technical Score (T).
- 7.6 The Commercial bids of only those bidders, who have qualified the Eligibility Criteria and have been assigned with a Technical Score (T) after technical evaluation, would be opened.
- 7.7 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-9).
- 7.8 The Criteria for Technical Evaluation and Commercial Evaluation will have weightage of 70:30.
- 7.9 The Commercial Bid will comprise of the Total Cost of Ownership(TCO) for Bank and break-up of their final price as per Annexure-9.
- 7.10 The final selection of the bidder will be based on the Technical Score (T) and the Total Cost to the Bank (TCB). (T1L1 Basis).
- 7.11 During technical evaluation the score of the bidders will not be disclosed.
- 7.12 Commercial price bids, which are higher than 30% of the lowest commercial price bid, amongst technically qualified bidders, will not be considered for further evaluation to discover the successful Bidder (T1L1).
- 7.13 Sample evaluation process is shown below:

The Bid will be finalized based on 70% weightage for technical evaluation and 30% weightage for commercial evaluation.

Combined score will be arrived at after considering commercial quote and marks obtained in technical evaluation with relative weightage of 70% for Technical Bid and 30% for Commercial Bid according to the following formula:

	Technical Score of Bidder			Lowest Commercial Bid
Combined score=70x	Highest Score	Technical	+30x	Commercial bid of the Bidder

Technical Scores:

Bidder1 (B1)	Bidder2 (B2)	Bidder 3 (B3)
Technical Score = T1	Technical Score = T2	Technical Score = T3
Weighted Score (WT1) = $70 \times T1 / TS(\text{Highest})$	Weighted Score (WT2) = $70 \times T2 / TS(\text{Highest})$	Weighted Score (WT3) = $70 \times T3 / TS(\text{Highest})$

Commercial Scores:

Bidder 1 Total Cost for Bank = B1TCB
 Bidder 2 Total Cost for Bank = B2TCB
 Bidder 3 Total Cost for Bank = B3TCB

Commercial Score Calculation:

$C1B = L1 / B1TCB \times 30$

$C2B = L1 / B2TCB \times 30$

$C3B = L1 / B3TCB \times 30$

Where $L1 = \text{MIN} (B1TCB, B2TCB, B3TCB)$

Final Scores:

Bidder 1 Score = $WT1 + C1B$

Bidder 2 Score = $WT2 + C2B$

Bidder 3 Score = $WT3 + C3B$

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

8. Scope of Work:

As per the Annexure-8 of this RFP document.

C. DELIVERABLE AND SERVICE LEVEL AGREEMENTS

1. Delivery, Installation, Configuration, Integration and Commissioning of BBPS Solution

- 1.1 The Bank shall provide the contact details for Implementation and Maintenance of BBPS solution on OPEX model in Canara Bank.

2. System Integration Testing & User Acceptance Testing:

- 2.1 The bidder should integrate the Bharat Bill Payment System(BBPS) with the existing systems as per requirement of the Bank and carry out thorough system integration testing.
- 2.2 System integration testing will be followed by user acceptance testing, plan for which should be submitted by the Vendor to the Bank. The UAT includes functional tests, resilience tests, benchmark comparisons, operational tests, load tests etc. Canara Bank staff / third Party Vendor designated by the Bank will carry out the functional testing. This staff / third party vendor will need necessary on- site training for the purpose and should be provided by the Vendor. Vendor should carry out other testing like resiliency/benchmarking/load etc. Vendor should submit result log for all testing to the Bank.

3. Acceptance:

- 3.1 The Installation will be deemed as incomplete if any component of the Solution is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank after acceptance testing/ examination. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted. The installation will be accepted only after complete commissioning of Solution.
- 3.2 The commissioning of the solution will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this Tender/GeM bid.
- 3.3 The solution will be accepted after complete integration and satisfactory working of the solution.
- 3.4 Any deliverable that has not been implemented or not operational or delayed, will be deemed or treated as Non-Delivery thereby excluding Bank from all payments obligations under this RFP or agreement.
- 3.5 Bank will evaluate the offered Solution implemented by the bidder. If the Solution experiences no failures and functions according to the requirements of the GeM bid as determined by the Bank during the procurement period, then the solution will be accepted by the Bank.

4. Onsite and Offsite Resources:

- 4.1 The bidder has to provide technically qualified Onsite and Offsite resources that are well versed in the proposed solution for the entire contract period at their own cost.
- 4.2 The selected bidder should provide a dedicated Project Manager with whom Bank will be able to co-ordinate with until go-live of the project.
- 4.3 Bank reserves the right to claim change in resource based on the performance of the resources.

- 4.4 Bank at its discretion may avail Onsite/Offsite resources based on the requirement.
- 4.5 Support should include advising & helping the Bank in implementing controls for the risk advised by regulators/Govt. of India.
- 4.6 Support has to cover to solve day to day issue while using the proposed solution in our environment like resolving the issues related to incident, security threat, signature updates, daily updates, product related issues and any other issues to the bank as per the SOW/SLA at no extra cost.
- 4.7 Bidder is responsible for providing practical solution for resolution of the issues and Procurement of the same to resolve the issues. If the Issue requires OEMs technical person's/ product developer etc intervention, Bidder has to take up suitability with the appropriate level at OEM and obtain the solution and implement it for resolution of the issue. If the analysis of the issue requires log submission, Bidder will submit the same for further analysis in consultation with the Bank.
- 4.8 The Bidder should help bank in resolving any security observations as per the IS Policy of the Bank. The Bidder has to submit following KYC documents for onsite/Offsite engineer:
 - 4.8.1 Latest Resume copy (Candidate Photograph should be part of Resume only) and Print should be in color only.
 - 4.8.2 Address Proof (Local and Permanent)- Duly attested photocopy by candidate and Bidder HR
 - 4.8.3 Aadhaar Card - Duly attested photocopy by candidate and Bidder HR
 - 4.8.4 Relieving Certificate of Previous employer - Duly attested photocopy by candidate and Bidder HR
 - 4.8.5 Passport - Duly attested photocopy by candidate and Bidder HR
 - 4.8.6 Background Police Verification report - Duly attested photocopy by candidate and Bidder HR
- 4.9 Bidder will be responsible for attending complaints during the contract period.
- 4.10 The Bidder should help Bank in resolving any security observations as per the IS policy of the Bank.
- 4.11 Bidder to provide Onsite/Offsite resources as per Bank's requirement at their own cost. In case the resources go on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the Bidder to ensure that regular functioning of the solution is not hampered.

5. Uptime:

- 5.1 The bidder shall guarantee a 24x7x365 availability of the solution with monthly minimum uptime of 99.99 %.
- 5.2 The "Uptime" is, for calculation purposes, equals to the Total contracted minutes in a month less Downtime. The "Downtime" is the time between the Time of Failure and Time of Restoration within the contracted minutes. "Failure" is the

condition that renders the Bank unable to perform any of the defined functions on the Solution. "Restoration" is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same.

5.3 The percentage uptime is calculated on monthly basis as follows:

$$\frac{(\text{Total contracted hours in a month} - \text{Downtime hours within contracted hours})}{\text{Total contracted hours in a month}} \times 100$$

5.4 Contracted hours of a month = No. of days in that month X 24 Hours.

5.5 Penalties/Liquidated damages for not maintaining uptime:

5.7.1 The solution should have a minimum uptime of 99.99% on a monthly basis (for both BOU and COU). Penalty will be charged as per the table below, if the required uptime is not maintained on a monthly basis.

S.No	Uptime	Penalty*
1	>=99.99 %	Nil
2	>=99.90 % to <99.99 %	2% of amount payable + Penalty imposed by regulator(if any)
3	>=98.00 % to <99.90 %	5% of amount payable + Penalty imposed by regulator(if any)
4	>=96.00 % to <98.00 %	10% of amount payable + Penalty imposed by regulator(if any)
5	>=95.00 % to <96.00 %	20% of amount payable + Penalty imposed by regulator(if any)
6	<95 %	100% of amount payable + Penalty imposed by regulator(if any)

*Penalty will be calculated on the amount payable to bidder for BOU and COU services for that month. It will be calculated separately for COU and BOU.

*Scheduled downtime informed to the regulator shall be excluded while calculating uptime.

*The uptime report needs to be submitted by the successful Bidder on Monthly basis before 5th of the succeeding month.

5.7.2 The solution should have minimum success rate of 99.9% all the time. Penalty will be charged as per the table below, if the required success rate is not maintained on a monthly basis.

S.No	Success Rate	Penalty*
1	>=99.90 %	Nil
2	>=98.00 % to <99.90 %	2% of amount payable + Penalty imposed by regulator(if any)
3	>=96.00 % to <98.00 %	5% of amount payable + Penalty imposed by regulator(if any)
4	>=94.00 % to <96.00 %	10% of amount payable + Penalty imposed by regulator(if any)
5	>=91.00 % to <93.00 %	20% of amount payable + Penalty imposed by regulator(if any)
6	<91 %	100% of amount payable + Penalty imposed by regulator(if any)

*Penalty will be calculated on the amount payable to bidder for BOU and COU services. It will be calculated separately for COU and BOU.

*Technical decline will be considered for calculating success rate.

5.7.3 Delay in addressing production issues

The issues reported will be categorized according to these severity codes.

- i. **Severity 1** -Critical and high severity problems that include problems that cause total disruption in the Bank's BBPS services and associated operations
- ii. **Severity 2** -Medium severity problems that include problems such as certain functions not working as per the documented functionality, but which causes partial disruption of the operations at Bank.
- iii. **Severity 3** -Low severity problems that include problems that have been circumvented at operational levels and/or not disrupting the normal operations.
- iv. **Severity 4** -Cosmetic problems and others that have no impact on the functionality of the system.

5.7.4 The severity classification of errors will be agreed to between Bank and the bidder. However, in case of any disagreement the decision of Bank in this regard will be final.

5.7.5 Calculation of penalty will start from the time of issue reported by the Bank/regulator/Biller. The mode of reporting can be oral/ written communication.

5.7.6 Penalties will be charged based on the severity.

S.No	Severity	Penalty (calendar days)*
1	Severity 1	a) <=2 hours - Nil b) >2 hours to <=10 hours - Rs. 5000 per hour c) >10 hours - Rs. 10,000 per hour
2	Severity 2	<= 1 day - Nil >1 day- Rs. 3000 per day
3	Severity 3	<=5 days - Nil >5 days - Rs. 1000 per day
4	Severity 4	<=7 days - Nil >7 days - Rs. 1000 per day

*1 day = 24 hours from the time of reporting the issue.

5.7.7 Other Penalties:

S.No	Description	Penalty
1	Non-compliance to regulator guidelines	Rs.5000 per calendar day from due date
2	Delay in the Procurement of	Rs.2000 per calendar day

	functionalities required by the Bank	from due date
3	Delay in addressing Security related observations	Rs.5000 per calendar day from due date
4	Failure to deploy onsite support personnel with sound knowledge / Failure to alternate onsite support when the existing personnel is on long leave.	Rs. 5000 per calendar day if proper replacement is not provided within 5 working days from the date reported by the Bank.
5	Delay in submission of data sought by regulators	Rs.10,000 per calendar day from due date
6	Delay in Reconciliation, settlement, resolution of complaints and associated activities for both BOU and COU	It shall be mutually agreed with the successful Bidder and the same will be defined as part of SLA
7	Any penalty imposed on/ loss incurred by the Bank due to deficiency in the services provided by the selected bidder	Actual loss + penalty imposed on Bank + penalty as per the above clauses.

5.7.8 The Maximum cap on penalty per month shall be limited to the 100% of the amount payable to the bidder for that month.(However, this cap on penalty is not applicable for the penalty clause 5.7.7. point no. 7')

- 5.6 Penalties/Liquidated Damages for non-performance:** If the bidder does not meet the requirements of the GeM BID (RFP) during contract, the bidder shall rectify the same at bidders cost to comply with the requirements immediately to ensure completion of the activity, failing which the Bank reserves its right to invoke the Bank Guarantee.
- 5.7** The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- 5.8** If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- 5.9** If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for nonperformance.
- 5.10** Any financial loss to the Bank on account of fraud taking place due to Successful Bidder, its employee or their services provider's negligence shall be recoverable from the Successful Bidder along with damages if any with regard to the Bank's reputation and goodwill.
- 5.11** Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of the Bidder.

5.12 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.

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

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

6. Payment Terms:

The following terms of payment shall be applicable to this contract and will be released after execution of Contract Agreement.

6.1 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, HSN 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.

6.2 The solution provider 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.

6.3 Bank will not pay any amount in advance.

6.4 Payment shall be released within 30 days from submission of original invoices and other relevant documents as per RFP terms.

6.5 The bank shall finalize the Installation and Acceptance format mutually agreed by the solution provider. The solution provider shall strictly follow the mutually agreed format and submit the same for claiming installation and acceptance payment.

6.6 The payments will be released through NEFT / RTGS after deducting the applicable LD/Penalty and TDS(if any),centrally by Head Office at Bengaluru and the Selected Solution provider has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.

7. Local Support:

The bidders should be capable of meeting the service & support standards as specified in this tender.

8. Documents, Standard Operating Procedures and Manuals

All related documents, manuals, Standard Operating Procedures (SOPs), best practice documents and information furnished by the bidder shall become the property of the Bank.

9. Security

9.1 The Bidder has to use standard procedures like hardening, dedicated configuration in order to comply security standards including cyber security.

- 9.2 The Bank will not provide any remote session and direct internet connectivity to the equipment in terms of support which may leads to the vulnerability of the system.
- 9.3 The Bank may conduct security audit in the proposed solution after complete implementation.
- 9.4 The Bidder has to do necessary changes in the configuration directed by security team of the bank after security audits like VAPT, Code Audit, RBI Audit etc. without disturbing the production and existing backed up copies.
- 9.5 The Bidder has to follow the industry best practices in Configuration of Operating System and other Software.
- 9.6 Any kind of change like update, upgrades etc. in the system after complete installation will not lead into any commercial during contract tenure.
- 9.7 Bidder should take adequate security measures to ensure confidentiality, integrity and availability of the information.
- 9.8 Bidders are liable for not meeting the security standards or desired security aspects of all the ICT resources as per **Bank's IT/Information Security / Cyber Security Policy**.
- 9.9 The selected bidder will have to establish all the necessary procedures/infrastructure/technology /personnel to ensure the Information System Security as per the guidelines prescribed by RBI and the policies of the Bank.

10. Compliance with Bank's IS Security Policy:

- 10.1 The selected bidder has to comply with the Bank's Information Security Policy which is relevant to the RFP are mentioned in Annexure-8.1.

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 the BBPS solution provided by the selected bidder is found to be defective or do not achieve the targeted performance as specified herein or with bugs within the period of the contract, the selected Bidder shall forthwith replace such defective solution at no extra cost to the bank without prejudice to other remedies as may be available to the bank as per GeM bid terms.

D. BID PROCESS

1. Clarification to RFP & Pre-bid Queries:

- 1.1. Bidder requiring any clarification of the bidding document may notify as per GeM Guidelines and Procedure within the date/time mentioned in the RFP document.
- 1.2. A pre-bid meeting will be held on the date and time specified in the RFP which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.
- 1.3. The queries received (without identifying source of query) and response of the Bank thereof will be posted at the GeM portal only.
- 1.4. Canara Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding document, by amendment which will be made available to the Bidders by way of corrigendum/addendum through GeM Portal. The interested parties/Bidders are advised to check the GeM Portal regularly till the date of submission of Bid document specified in the RFP and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. Canara Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account.
- 1.5. No request for change in commercial/legal terms and conditions, other than what has been mentioned in the RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- 1.6. Queries received after the scheduled date and time will not be responded/acted upon.

2. Pre-bid Meeting:

- 2.1. A pre-bid meeting with the bidders will be held on date & time and venue as specified in the RFP to clarify any doubts raised by them in this RFP.
- 2.2. If the pre-bid meeting date is declared as a holiday under NI act by the Govt. 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 meeting scheduled date & 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 the liberty to invite its technical consultant or any outside agency wherever necessary.
- 2.5. Bank will consolidate all the queries and the replies for the same shall be made available in the GeM Portal website and no individual correspondence shall be

made. The clarification of the Bank in response to the queries raised by the Bidders and any clarification/addendum/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the Bidders.

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 GeM/Bank's website only (i.e. www.canarabank.com) and will be binding on all bidders and no separate communication will be issued in this regard.
- 3.3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for submission of Bids.

4. Bid System Offer:

This RFP contains the following three parts.

4.1. Part-A Conformity to Eligibility Criteria:

- 4.1.1. The participating bidder required to submit part-A conformity to Eligibility Criteria in the GeM portal as per **Annexure-5** of this RFP.

4.2. Part-B Technical Proposal:

- 4.2.1. The participating bidder required to submit part-B conformity to Technical proposal in the GeM portal as per **Annexure-6** of this RFP.

4.3. Part-C Commercial Bid/Commercial Bid(Indicative):

- 4.3.1. The bidder who are qualified in Part-B are required to submit Bill of Material in GeM portal as per **Annexure- 9** of this RFP.

5. Bid Preparation and Submission:

- 5.1. **e-Tendering through GeM:** This tender will follow e-Tendering guidelines of GeM portal under which the bidding process shall be conducted by the Bank. Bidder shall necessarily register on GeM portal for participating in the bid. Vendors will have to abide by terms and conditions of GeM portal for participating in the bidding process.
- 5.2. No consideration will be given to e-bids received after the date and time stipulated and no extension of time will normally be permitted for submission of e-Bids. Bank reserves the right to accept in part or in full or extend or reject the entire e-bid and cancel the entire tender without assigning any reason thereof at any stage.
- 5.3. The decision of the bank in regard to this tender shall be final and binding on all the bidders. All disputes or differences in connection with this tender shall be subject to the jurisdiction of the courts at Bengaluru only.
- 5.4. Bidders may please note:

- 5.4.1. The Bidder should quote for the entire package on a single responsibility basis for product/hardware / software / services, Software Solution/ services which the bidder proposes to supply.
- 5.4.2. While submitting the Technical Bid, literature on the hardware / Product and its associated operating software, Software Solution/ service should be uploaded.
- 5.4.3. Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, the bid is liable for rejection.
- 5.4.4. The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be uploaded.
- 5.5. Prices quoted by the Bidder shall remain fixed for the period during the terms of contracts and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 5.6. If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- 5.7. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- 5.8. The Bidder must provide specific and factual replies to the points raised in the RFP.
- 5.9. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract and to be uploaded in the portal.
- 5.10. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder's Company. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature and to be uploaded in the portal.
- 5.11. Any inter-lineation, erasures or overwriting shall be valid only if these are initialed by the person signing the Bids.
- 5.12. The Bank reserves the right to reject Bids not conforming to above.
- 5.13. All the envelopes shall be addressed to the Bank and uploaded online and should have name and address of the Bidder.

6. Tender Fee:

The bidder should pay the Tender fee amount (Non-Refundable) as mentioned in the Bid document through NEFT to the following account.

Non Submission of Tender fee is liable to be rejected on the grounds of non-payment of tender fee.

Name of the Account:	SL-OL-RTGS-NEFT
Account No:	209272434
IFSC Code:	CNRB0000056

The bidder should bear all the costs associated with the Bid preparation and Bid submission. Bank will not be liable for any cost incurred by the Bidder. It is also clarified that there will be no binding relationship between Bidder and the Bank until the execution of the Contract.

7. Earnest Money Deposit (EMD):

- 7.1. The Bidder(s) shall furnish, as part of its bid, Bid Security / Earnest Money Deposit in the form of Bank Guarantee issued by a Scheduled Commercial Bank in India, other than Canara bank, to be valid for a period of 6 months from the Last date of submission of Bid Document, together with a claim period of 30 days, in the format enclosed (**Annexure-17**), in favor of Canara Bank for an amount mentioned hereunder:

Description	EMD Amount
Implementation and Maintenance of Bharat Bill Payment System (BBPS) Solution on OPEX Model in Canara Bank	₹50,00,000/- (Rupees Fifty Lakhs Only)

- 7.2. 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). SFMS Confirmation shall be submitted along with the EMD document.
- 7.3. Non-submission of Earnest Money Deposit will lead to outright rejection of the offer.
- 7.4. The EMD / Bid Security of the Selected Bidders will be discharged upon the Bidder's signing the Contract/SLA (Service Level Agreement) & furnishing the Performance Security in the form of Bank Guarantee for due fulfillment of the performance obligations during the entire contract period.
- 7.5. The EMD / Bid Security of Unsuccessful Bidders will be discharged or returned as promptly as possible, on completion of the procurement process, without any interest thereon, but not later than 30 days after the expiration of the period of Bid validity prescribed by the Bank.
- 7.6. The bid security may be forfeited under the following circumstances:
- 7.6.1. If a Bidder withdraws its Bid during the period of Bid validity or
- 7.6.2. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or The bidder violates any of the provisions of the terms and conditions of this tender specification.
- 7.7. The Bid security may be forfeited, in case of a successful Bidder, if the Bidder fails:
- 7.7.1. To accept the purchase order.

- 7.7.2. Withdraws his tender before furnishing unconditional and irrevocable Performance Bank Guarantee
 - 7.7.3. To sign the Contract / SLA within the stipulated time in the form and manner to the satisfaction of the Canara Bank or
 - 7.7.4. To furnish Performance Bank Guarantee (PBG) valid till the end of warranty period + grace period within the stipulated time, in the form and manner to the satisfaction of the Canara Bank.
 - 7.7.5. To provide satisfactory services within the stipulated period or fails to comply with any terms of the RFP or purchase order
- 7.8. The EMD should be submitted as per GeM guidelines and procedures.
- 7.9. The bidder has to submit the EMD through RTGS to the following account.

Name of the Account:	SL-OL-RTGS-NEFT
Account No:	209272434
IFSC Code:	CNRB0000056

8. 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 GeM Bid for its own use.

9. Cost & Currency:

The offer must be in Indian Rupees only as per the Bill of Material (Annexure-9).

10. Erasures or Alterations:

- 10.1. The offers containing erasures or alterations or overwriting may not be considered for evaluation. There should be no handwritten material, corrections or alterations in the offer. Bidder to ensure that all the details are completely filled in. Terms such as "Ok/Noted/Given in brochure/" should be avoided while filling the technical details. Bank may treat such offers as not adhering to the tender guidelines and as unacceptable.

11. Assumptions/Presumptions/Modifications

- 11.1. 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 GeM bid, 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 GeM bid document. No offer can be modified or withdrawn by a bidder after submission of Bid/s.

12. Bid Opening:

- 12.1. The Part-A - Conformity to Eligibility Criteria shall be opened in the presence of the Bidder's representative(s) on the Date & Time and at the venue specified in the Bid Schedule.
- 12.2. Bidder representative may be present in the place and venue well in time along with an authorization letter(Annexure-12).
- 12.3. Attendance of the all the bidder's representative present during the bid opening time will be recorded.
- 12.4. The bidder may note that no further notice will be given in this regard. In case, If the bid opening date is declared as a holiday under NI act by the Govt., the next working day will be deemed to be the bid opening day.
- 12.5. If any of the Bidder or all bidders not present during the bid opening day, Bank at its own discretion will proceed further with the opening of Part-A - Conformity to Eligibility Criteria in their absence.
- 12.6. The Part-A Conformity to Eligibility Criteria submitted by the bidder will be evaluated based on the documents submitted as stipulated in the RFP document. The Part-B of Technical proposal of only those bidders who are qualified in Part-A - Conformity to Eligibility Criteria will be opened with due communication from the Bank.
- 12.7. The Commercial Bid/Commercial Bid(Indicative) of only those bidders who are qualified in Part-B Technical Proposal shall be opened for evaluating Commercial Bid/Reverse auction process.

SECTION 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:

- 3.2.1. The Part A- Conformity to Eligibility Criteria submitted by the bidder will be evaluated based on **Eligibility Criteria** and on the documents submitted as per Annexure-5 of RFP. The proof of documents should be submitted as per Annexure-5 and it will be evaluated by the Bank and Bank will seek clarification, if required.

3.3. Part B-Technical Proposal:

- 3.3.1. 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 **Annexure-6**. The proof of documents should be submitted as per **Annexure-6** and it will be evaluated by the Bank and Bank will seek clarification, if required.

- 3.3.2. **Bidders must fully comply with all requirements. Non-compliance to any one of the requirements leads to disqualification of the Bidder in Part B-Technical Proposal.**

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

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

3.3.5. At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.

3.4. Part C-Commercial Bid (Indicative):

3.4.1. 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 **Annexure-9 and Reverse Auction**.

3.4.2. Successful Bidder will be selected on the basis of Techno Commercial evaluation (70% weightage for technical evaluation and 30% weightage for commercial evaluation after successful reverse auction).

3.5. Reverse Auction:

Bank will conduct Reverse Auctions for arriving at L1/L2/L3 as per the GeM guidelines.

4. Bidders Presentation:

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**. Hence, Bidder is required to arrange the Solution presentation/Demo as per Bank's instructions.

4.2. This exercise will be undertaken before opening of the Commercial Bids of the Bidders whose Part B-Technical proposals has been opened.

4.3. Bidders are further required to be in preparedness to demonstrate the proposed solution at their own cost as per the specific requirements/issues raised by the Bank. As a part of the technical evaluation the Bank may at its discretion, request either all bidders or any of them to arrange for the demonstration of their product more than once if felt necessary before commercial evaluation.

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

4.5. All expenses incurred in connection with the above shall be borne by the bidder. However, Bank will bear the travelling, boarding and lodging expenses related to its own personnel and its Consultants, if any.

4.6. Setting of evaluation criteria for product demonstrations shall be entirely at the discretion of the Bank. The decision of Bank in this regard shall be final and in this regard, no correspondence shall be entertained.

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:

6.1. The Bank will prepare a list of qualified bidders at each stage on the basis of evaluation of Part A-Conformity to Eligibility Criteria, Part - B Technical Proposal and Part C-Commercial Bid. The names of qualified bidders at each stage would be announced on the Notice Board/Bank's website (i.e. www.canarabank.com). Commercial Bids(indicative) of only technical qualified bidders shall be opened. After conducting the Online Reverse Auction final list of the bidders (L1, L2, L3.... etc.,) will be announced as indicated above. No separate intimation will be sent to successful Bidder.

7. Correction of Error in Commercial Bid:

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

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

7.3. If there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly.

7.4. If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.

7.5. If there is discrepancy in the total arrived at Bill of Material (addition, subtraction, multiplication, division and carryover of amount from one page to another), correct total will be arrived by the Bank and the same will prevail over the total furnished in the Bill of Material.

7.6. If there is a discrepancy between words and figures, the rate/ amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case, the amount in figures will prevail, subject to the above two provisions.

7.7. If the bidder does not accept the correction of errors, the bid will be rejected.

8. Determination of L1 Price:

8.1. L1 Price will be determined after giving effect to arithmetical correction, if any.

8.2. The L-1 bidder will be determined on the basis of the lowest price quoted in the Reverse Auction in GeM portal. The Reverse Auction would be conducted for Total Cost of ownership given in Bill of Material as per Annexure-9 of RFP.

8.3. If more than one bidder has quoted the lowest price (Total Cost of ownership), the bidder who has quoted lowest price in the bucket No.1 (less than or equal to 20lakhs transactions), shall be considered as L1 bidder.

9. Online Reverse Auction:

9.1. Bidders, whose Commercial Bids (Indicative) has been opened by the Bank will be called for the Reverse Auction.

9.2. 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.

9.3. For finalization of the most competitive offer, the Bank will conduct "Reverse auction" in GeM portal.

9.4. 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.

9.5. 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.

9.6. 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-9** within 2 working days in GeM portal. 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.

9.7. Re-auction/s Rules:

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

- 9.7.1.1. At the end of the Reverse Auction, L1 price is not acceptable to the Bank.
 - 9.7.1.2. 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.
 - 9.7.1.3. At the end of the Reverse Auction If only one bidder puts up bid/s, Bank at its discretion may decide a re-auction.
- 9.7.2. 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.
 - 9.7.2.1. 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.
 - 9.7.2.2. 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.
- 9.7.3. 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.
- 9.7.4. Final bidder will be selected based on the Techno Commercial Evaluation (after successful completion of Reverse Auction.)

SECTION - F (OWNERSHIP & AWARDING OF CONTRACT)

1. Validity of Bids:

- 1.1. Bids shall remain valid for 180 days from the last date of submission of bids. A Bid valid for a shorter period is liable to be rejected by the Bank as non-responsive.
- 1.2. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.
- 1.3. Once Purchase Order is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected. The Bank reserves the right to call for fresh quotes at any time during the Bid validity period, if considered, necessary.

2. Project Ownership:

- 2.1. 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.

3. Acceptance of Offer:

- 3.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 3.2. The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.
- 3.3. The bids received and accepted will be evaluated by the Bank to ascertain the best bidder in the interest of the Bank duly considering technical and commercial viability. 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.
- 3.4. 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.

4. Award of Contract:

- 4.1. The Contract will be awarded to the successful bidder as per the Techno Commercial Evaluation and Bank will notify the name of the selected Bidders by displaying in the Bank's Notice Board.
- 4.2. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.
- 4.3. The Shortlisted bidder/s will be required to provide the services to Bank at the rates not higher than the agreed rate finalized under this RFP.

5. 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.

6. Execution of Agreement:

- 6.1. Within 21 days from the date of acceptance of contract, selected bidder shall sign a stamped "Contract Agreement" with the Bank at Bengaluru as per the format. Failure to execute the agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected bidder.
- 6.2. The agreement shall include all terms, conditions and specifications of tender 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, if insisted. The agreement shall be valid till all contractual obligations are fulfilled.
- 6.3. 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.

7. Security Deposit / Performance Bank Guarantee:

- 7.1. The successful bidder should submit a Security Deposit/Performance Guarantee @ 3% of the total project cost as specified in the Bid Schedule within 15 days from the date of acceptance of the purchase order.
- 7.2. If the Security Deposit/Performance Bank Guarantee is not submitted within the stipulated time, penalty at 0.5% for each completed week of delay or part thereof on the value of the order (exclusive of taxes) plus GST will be deducted from the delivery payment or from any other payments for delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 5% of the total order value(Excl. of Taxes) plus GST.
- 7.3. Security Deposit/Performance Bank Guarantee 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).

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). Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be summarily rejected.

- 7.4. 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 the contract period.
- 7.5. The security deposit / bank guarantee will be returned to the bidder on completion of Contract Period.
- 7.6. 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.

8. Pricing:

- 8.1. The Price offered to the Bank must be in Indian Rupees inclusive of all taxes but Inclusive of GST(CGST/SGST/IGST).
- 8.2. The item value along with GST should be claimed in the invoice and GST will be paid in actuals at our end.
- 8.3. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the price validity period.
- 8.4. Applicable Taxes will be paid at actuals.

9. Order Cancellation/Termination of Contract:

- 9.1. 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:
 - 9.1.1. Delay in delivery of services in the specified period.
 - 9.1.2. Serious discrepancies noted in the inspection.
 - 9.1.3. Breaches in the terms and conditions of the Order.
- 9.2. 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:
 - 9.2.1. Non submission of acceptance of order within 7 days of order.
 - 9.2.2. Excessive delay in execution of order placed by the Bank.
 - 9.2.3. The selected bidder commits a breach of any of the terms and conditions of the bid.
 - 9.2.4. The bidder goes in to liquidation voluntarily or otherwise.
 - 9.2.5. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.

- 9.2.6. The progress made by the selected bidder is found to be unsatisfactory.
- 9.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- 9.2.8. If found blacklisted by any Govt. department/ PSU/ other banks etc., during the course of contract.
- 9.3. Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services.
- 9.4. 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.
- 9.5. 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-month 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.
- 9.6. 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.
- 9.7. 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.
- 9.8. Notwithstanding anything contained, the Bank reserves the right to terminate the contract at any time without assigning any reasons. In case, of termination of contract for the reasons that the services of vendor are not found satisfactory”, the Bank shall be free to Blacklist the vendor thereby debarring them from participating in future Bids/Tender processes.
- 9.9. The Bidder is obligated to support the orderly transition and complete knowledge transfer to another vendor or to the Bank.

SECTION G - GENERAL TERMS & 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. Confidentiality and Non-Disclosure

2.1. 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-10**.

2.2. 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.

3. Roles & Responsibility during Project Procurement:

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

3.2. 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.

3.3. 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.

4. Responsibilities of the Selected Bidder:

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

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

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

5. Responsibility for Completeness

- 5.1. The Selected bidder shall ensure that the Product/Hardware/Software, etc. provided meets all the technical and functional requirements as envisaged in the scope of the GeM bid.
- 5.2. The bidder shall deliver, configure, integrate the applicable 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.
- 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. Indemnity:

- 6.1. 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:
 - 6.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;
 - 6.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;
- 6.2. 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.
 - 6.2.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
 - 6.2.2. 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.
 - 6.2.3. 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.

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

7. Force Majeure:

- 7.1. 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.
- 7.2. 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.
- 7.3. 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.
- 7.4. 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.

8. 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 Product, Hardware, Software & other items provided to the Bank under this GeM bid and the vendor shall extend all cooperation in this regard.

9. 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.

10. Assignment

- 10.1. The successful bidder 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.

- 10.2. 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 Successful bidder under this GeM bid.

11. 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.

12. Guarantees

The bidder should guarantee that BBPS solution delivered to the Canara Bank should meet the Bank's requirements and bug free. 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 / Product and software must be supplied with their original and complete printed documentation.

13. Intellectual Property Rights

- 13.1. 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.
- 13.2. 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.
- 13.3. 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.

- 13.4. 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.

14. Corrupt and Fraudulent Practices

- 14.1. 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:
- 14.2. "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
- 14.3. "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.
- 14.4. 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.
- 14.5. 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.
- 14.6. 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.
- 14.7. 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.
- 14.8. The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for Solution/service by the Bank.

15. Adoption of Integrity Pact

- 15.1. 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.

- 15.2. Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- 15.3. The Bidders shall submit signed Pre Contract integrity pact as per **Annexure-16**, attached in the bid document, along with Part-A Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.
- 15.4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.
- 15.5. 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.
- 15.6. 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.
- 15.7. 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.
- 15.8. Integrity pact shall be signed by the person who is authorized to sign the Bid.
- 15.9. The Name and Contact details of the Independent External Monitor(IEM) nominated by the Bank are as under:

Sri. Rakesh Jain	Sri. Dilip Chaudhary
Email: rakeshjain18@hotmail.com	Email: dilip.chaudhary@gmail.com

16. 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.

17. Amendments to the Agreement

Once contract agreement 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.

18. 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.

19. Social Media Policy

- 19.1. No person of the bank or the contractors and third parties shall violate the social media policy of the bank.
- 19.2. 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:
 - 19.2.1. Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.
 - 19.2.2. 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.”

20. Hiring of Existing/Ex/Retired Employees of the Bank:

Bidder or any of its subcontractor(s) shall not hire any of the existing/ex/retired employees of the bank during the contract period or after the closure/ termination of contract even if existing/ ex/retired employee actively seek employment from the Bidder or any of its subcontractor(s). The period / duration after the date of resignation/retirement/ termination after which the existing/ ex/ retired employee shall be eligible for taking up such employment shall be governed by regulatory guidelines/HR policies of the Bank.

21. Submission of Business Continuity (BCP)

- 21.1. Successful Bidder(s) should have an approved and signed Business Continuity Plan (BCP) in place and should provide the detailed documentation for Business Continuity Plan approved and signed by the competent authority. The BCP should contain recovery time objectives and resumption operating capacities. Escalation, activation and crisis management procedures shall be clearly defined.
- 21.2. Successful Bidder(s) should regularly test its BCP plans to validate the feasibility of the recovery time objectives and resumption operating capacities. Successful Bidder(s) shall notify the Bank of any test finding that may affect the Successful Bidder's performance.
- 21.3. Successful Bidder(s) shall notify the Bank of any significant changes in the BCP and of any adverse developments that could significantly impact the service provided to the Bank.
- 21.4. Successful Bidder(s) shall submit a quarterly report / declaration covering the above aspects.

22. Right to audit:

- 22.1. The VENDOR has to get itself annually audited by internal/ external empaneled Auditors appointed by the PURCHASER/Bank/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.

22.2. 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.

22.3. 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.

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 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.

24.2. All disputes and controversies between Bank and Selected 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.

Deputy General Manager

Section 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]:

- 1.1. 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:
- 1.2. 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:
 - 1.2.1. District Industries Centres or
 - 1.2.2. Khadi Village Industries Commission or
 - 1.2.3. Khadi & Village Industries Board or
 - 1.2.4. Coir Board or National Small Industries Corporation or
 - 1.2.5. Directorate of Handicrafts & Handloom or
 - 1.2.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
 - 1.2.7. 1.2.7. For ease of registration of Micro and Small Enterprises (MSMEs), Ministry of MSE has started UdyogAadhaar 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 UdyogAadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.
- 1.3. 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 25% 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 25% quantity is to be distributed proportionately among these Bidders.
- 1.4. MSEs are exempted from paying Application fee/cost & EMD, subject to furnishing of Valid certificate for claiming Exemption.
- 1.5. 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.

- 1.6. Bidder has to submit a 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.
- 1.7. 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.
- 1.8. The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.

2. Startup:

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

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

Department for Promotion of Industry and Internal Trade under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 04/06/2020 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. Definitions:

- 3.1.1. Local content' 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.

- 3.1.2. 'Class-I local supplier' means a supplier or service provider, whose product or service offered for procurement, has local content equal to or more than 50% (unless otherwise prescribed by the Nodal Ministry).
- 3.1.3. 'Class-II local supplier' means a supplier or service provider, whose product or service offered for procurement, has local content more than 20% but less than 50% (unless otherwise prescribed by the Nodal Ministry).
- 3.1.4. 'Non - Local supplier' means a supplier or service provider, whose product or service offered for procurement, has local content less than or equal to 20% (unless otherwise prescribed by the Nodal Ministry).
- 3.1.5. The Margin of purchase preference shall be 20%.
- 3.2. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement:
 - 3.2.1. In procurement of goods, services or works in respect of which the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.
 - 3.2.2. In procurement of goods, services or works, not covered under Clause 3.2.1 above, and with estimated value of purchases less than Rs.200 Crore, only 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid, except when Global tender enquiry has been issued. In Global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.
- 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 the procurements of goods or works, which are covered under Clause 3.2.2 above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - a. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - b. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I 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 Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

- 3.3.2. In the procurements of goods or works, which are covered under Clause 3.2.2 above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- a. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L 1.
 - b. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L 1 price.
 - c. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I 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 'Class-I local supplier' within the margin of purchase preference matches the L 1 price, the contract may be awarded to the L1 bidder.
 - d. "Class-II local supplier" will not get purchase preference in any procurement.
- 3.4. Purchase preference for domestic manufacturer/local supplier, methodology of its Procurement , 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. **Verification of local content:**
- 3.6.1. The 'Class-I local supplier'/ 'Class-II local supplier' shall be required to indicate percentage of local content and provide self-certification (as per Form PP-C) along with the bid that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. Bidders shall also give details of the location(s) at which the local value addition is made.
- 3.6.2. The 'Class-I local supplier'/ 'Class-II local supplier' quoting value in excess of Rs.10 crores, shall be required to provide a certificate (as per Form PP-D) bid from the statutory auditor or cost auditor of the company (in case bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in case bidder is other than company) giving the percentage of local content.
- 3.7. 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 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

- 3.8. 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.

3.9. 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 thirteen (13) electronic products vide reference F.No.W-43/4/2019-IPHW-MeitY dated 07.09.2020.

- 3.9.1. 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.
4. 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.
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 PPP2012 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).

We hereby confirm compliance to all the Terms & Conditions mentioned without any deviations for Implementation and Maintenance of Bharat Bill Payment System(BBPS) solution on OPEX model directly to Canara Bank.

Date

Signature with seal

Name :

Designation :

Annexure -1

Bid Undertaking Letter

To

The Deputy General Manager
Canara Bank,
Procurement & Vendor Payments Section,
Digital Banking Services Wing,
Head Office Annexe - (K G Road),
2nd Floor, Devanga Towers, K G Road, Bengaluru - 560 009

Dear Sir,

Sub: GeM bid for Implementation and Maintenance of Bharat Bill Payment System(BBPS) solution on OPEX model.

Ref: GeM Bid ref. no. _____ dated _____.

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person) Bidder's corporate name:

Place:

Date:

Annexure -2

Bidder's Profile

Sub: GeM bid for Implementation and Maintenance of Bharat Bill Payment System(BBPS) solution on OPEX model.

Ref: GeM Bid ref. no. _____ dated _____.

Sl. No.	Particulars	Details	
a)	Name of the Bidder Firm/Company		
b)	Constitution (Ltd./ Pvt. Ltd/Firm etc.)		
c)	Date of Incorporation and / or Commencement of business with supporting documents		
d)	Certificate of Incorporation (CIN)		
e)	Whether registered as MSE for the item under the GeM Bid? (Proof of registration as MSE for the item under the GeM Bid)		
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 complies with Startup guidelines)		
g)	Whether eligible for Purchase Preference linked with Local Content under Public Procurement (Preference to Make in India) Order 2017, and Notifications issued thereafter? (Proof of certificate as applicable as per GeM bid format)		
h)	Address of Corporate Office		
i)	Address of the Registered Office		
j)	Particulars of the Primary Contact Person (Authorized Signatory of the Bidder)	Name	
		Designation	
		Address for Correspondence	
		Phone Number (Landline)	
		Mobile Number	
		Email address	
k)	Particulars of the	Name	

	Secondary Contact Person	Designation	
		Mobile Number	
		Email address	
l)	Firm / Company Website address		
m)	Firm/Company PAN number Firm/Company GST Number <u>Beneficiary Bank Details for Bid security refund etc.,</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:

[Note: These details should be on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company]

Annexure -3
Bidder's Declaration

To,
The Deputy General Manager
Canara Bank,
Procurement & Vendor Payments Section,
Digital Banking Services Wing,
Head Office Annexe
(K G Road),
2nd Floor, Devanga Towers, K G Road,
Bengaluru - 560 009

Sub: GeM bid for Implementation and Maintenance of Bharat Bill Payment System(BBPS) solution on OPEX model.

Ref: GeM Bid ref. no. _____ dated _____.

Dear Sir

We declare that if we withdraw or modify our bid 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 two years from being eligible to submit bids for contracts with Canara Bank.

Place:
Date:

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

Annexure-4

Format for Prebid Queries

Sl.No	Annexure	Page No	Clause No.	Existing Clause	Query / Suggestions

Annexure-5
Eligibility Criteria Declaration

Sub: GeM bid for Implementation and Maintenance of Bharat Bill Payment System(BBPS) solution on OPEX model.

Ref: GeM Bid ref. no. _____ dated _____.

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 with Part A-Conformity to Eligibility Criteria	Bidder's Response and Documents Submitted
1.	The bidder (including its OEM, if any) should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 16-09-2020.	Meity form to be submitted in Stamp paper as per MeitY Form-1.	
2.	The Bidder should be either 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 should have been in operation for at least three years as on GeM bid date.	Copy of Certificate of LLP registration. (OR) 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.	
3.	Minimum Annual turnover of the Bidder in India should be more than ₹100 crores in at least one of the last 3 financial years. i.e FY 2019-20 FY 2020-21 FY 2021-22	Copy of the audited balance sheets along with profit and loss statement for corresponding years and / or Certificate of the Chartered Accountant with details to be provided.	
4.	The bidder should have positive net worth as on 31/03/2022.	The bidder must produce a certificate from the Company's Chartered Accountant to this effect. The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number.	
5.	The bidder should not have been black-listed/ barred / disqualified by any regulator/ statutory body or bank/ organization.	Submit Annexure-21 as per the format in Company's letter head.	
6.	The bidder should be the Original	Bidder should submit a self declaration	

	Solution Developer (OSD) of the proposed BBPS solution	on their letter head.	
7.	The bidder should be the Technical Service Provider for BBPS and not a registered BBPOU as on date of RFP	Bidder should submit a self declaration on their letter head.	
8.	The Bidder should have a minimum experience of 2 years in implementing BBPS Solution.	Copy of the contract signed with the serving Bank.	
9.	Bidder should be a Technical Service Provider (TSP) for BBPS (BOU and COU) solution in at least 2 banks, which should be active as on the date of RFP.	Copy of the order and / or Certificate of completion of the work from the serving Banks.	
10.	The solution provided by the Bidder to atleast one serving Bank should be handling a minimum of 30 lakh financial transactions per month for the last 3 months.	Certificate from the Serving Bank confirming the transaction count.	
11.	The COU and BOU module should support a minimum 50 TPS and 300 TPS respectively, at the time of going live. The bidder should further scale up the infrastructure to handle any TPS as per the operational demand of the system and/ or as per the requirement of the Bank.	Bidder should submit a self declaration on their letter head.	
12.	The Bidder should have a minimum experience of 2 years in handling Reconciliation and settlement in payment aggregation/Merchant onboarding/BBPS, in handling Merchant/Biller complaints, in handling customer complaints with a good track record as on 30 th September, 2022.	Copy of the order and / or Certificate of completion of the	
13.	The Bidder should have a BCP (Business Continuity Plan) setup within 2 hours of response time at secondary site: Note: However, the location for both primary and secondary site must be within India.	Bidder should submit a self declaration on their letter head.	
14.	Bidder's staff should have expertise in the area of solution being offered, the staff should be capable of all the end-to-end implementation and integration of the solution.	Bidder should submit a self declaration on their letter head.	
15.	In case the solution is hosted on	Bidder should submit a self declaration	

	cloud, the bidder should be ready to adhere to the Security and Cloud policy of the Bank. (Refer Annexure-8.1) NOTE : In case of non-adherence to the cloud policy, the solution must be hosted on a physical infrastructure within India.	on their letter head.	
16.	Bidders should not have been blacklisted by RBI/ any Public Sector Bank/ any other regulatory body during the last 5 years.	Bidder should submit a self declaration on their letter head.	

Terminologies:

COU - Customer Operating Unit
BOU - Biller Operating Unit
BBPOU - Bharat Bill Pay Operating Unit
BBPS - Bharat Bill Payment System
TPS - Transactions Per Second

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-6
Technical Specification

Technical specifications:

Sl. No.	Specification
1	Channel Integration and Biller/ Agents On-boarding
2	Portal requirement for Bank/ Billers/ Agents
3	General requirements
4	Security requirement and Compliance to Regulatory & Bank Guidelines
5	Reconciliation, Settlement, Complaint and Dispute Management

Bidder has to enter the score against each requirement, as given below.

Code	Description
G	Available
Y	Will be made available as part of the solution provided to Bank
R	Cannot be provided

Channel Integration and Biller/ Agents On-boarding:

S.No	Requirement
1	The BBPS solution offered by the bidder should be integrated with all payment channels of the Bank. 1. Mobile Banking 2. Internet Banking 3. Business Correspondent Channel 4. ATM/Kiosk 5. Dedicated Web portal (Pre-login)
2	The BBPS solution offered by the bidder should be capable of integrating with new payment channels introduced in future.
3	The COU module should have basic options like 1. view/download transaction history 2. download receipt of earlier payments 3. Biller registration/ Save billers 4. Autofetch of upcoming bill payments 5. Manage autopay 6. Register complaints, view complaint status, view complaint history,Etc.,

S.No	Requirement
4	The facilities/ option provided in the COU module should be same across all the payment channels. The changes done in the COU module should be reflected in all the channels
5	The solution should support bill payments of both Bank and Non-Bank customers
6	The solution should handle both On-us and Off-us transactions seamlessly.
7	The solution should be integrated with gateway of bidder's choice for sending SMS and E-mail with no cost to the Bank
8	The solution should be integrated with Payment gateway of bidder's choice with no cost to the Bank
9	The solution should provide facility to access transaction status, complaint status, transaction history, etc., irrespective of the payment channel through which transaction was initiated
10	Terms and Conditions should be displayed wherever applicable. The bidder should obtain concurrence from the Bank before Procurement.
11	The solution should be user friendly and provide simple/appropriate messages with proper color code to customers/ billers wherever applicable. The error message should suggest the next action to be performed.
12	The solution should provide onboarding of both Online and Offline billers.
13	The Solution should support onboarding of agents by exposing APIs/ consuming APIs/ extending dedicated portal
14	The solution should provide API/Web services based integration for billers/ agents
15	The COU module should support minimum TPS of 50 initially and should be further scalable as per Bank's requirement
16	The BOU module should support minimum TPS of 500 initially and should be further scalable as per Bank's requirement
17	The solution should support multiple payment modes (internet banking, Debit/credit/prepaid card/Wallets, UPI,AEPS etc)
18	The solution should generate bill payment receipt instantly in all payment channels. The same should be downloadable and can be shared through other media/Apps.
19	The solution should have mechanism to send SMS/email notifications to customers on pending bills
20	The bill payment solution should facilitate all types of utility bill payments and other categories of bill payments incorporated/ introduced in the BBPS system from time to time.

S.No	Requirement
21	The bidder should liaise with billers/ agents for onboarding them under BBPS platform
22	The bidder should liaise with Bank's internal team/third party service providers for integrating the BBPS solution with Bank's payment channels.

Portal requirement for Bank/ Billers/ Agents

S.No	Requirement
1	The solution should have separate User interface for Billers, Agents, Bank operation team (Admin) and Bank Reconciliation Team with functionalities relevant to each users
2	Admin user should have super user access to create/manage users with different roles in bulk or as a single record
3	Admin User should be able to view the login activities of other users
4	The user should be able to reset their password on their own with suitable authentication mechanism
5	The portal should be able to provide following reports 1. Daily/Monthly/Quarterly/yearly transaction summary 2. Channel wise transaction report 3. Billerwise transaction report 4. Report to be submitted to regulatory / statutory authorities 5. System uptime report 6. Failure transaction report with error codes defined by BBPCU 7. Complaints summary 8. Biller performance report (Monthly/Quarterly/Yearly) 9. Channel wise performance report (Monthly/Quarterly/Yearly) Any other reports as and when required by the bank.
6	The portal should have facility to download reports in .txt, .pdf, .csv, .xls formats or any specific format sought by the billers
7	Reports related to reconciliation and settlement should be downloadable from the portal
8	The portal should facilitate the On-boarding and Management of Billers (both Online and Offline)
9	All complaints data registered or assigned in CANVAS or through any other complaint management portal pertaining to the solution delivered as part of the agreement to be tracked, stored and made available in this portal to keep track of the complaints
10	The solution should have Facility to view request and response log of specific transaction in the portal (for both COU and BOU)

General Requirements

S.No	Requirement
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1	The Bidder should develop, implement and maintain Bharat Bill pay solution on hosted model with separate UAT, DC, DR set-up.
2	The Bidder should submit following documents to the Bank 1. Architectural and data flow diagram of complete solution 2. API documents 3. Biller onboarding document with transaction flow 4. Documents associated with change request/ new deployments
3	The Solution should have option to upload Bank's banner/advertisement when required by the Bank with no additional cost
4	The solution should support sending SMS (awareness/alerts) to customers on behalf of the Bank(when required) with no additional cost.
5	The systems should be operational from DR setup in case of any need within RTO of 2 hours and 0 RPO (without any data loss)
6	All web application offered by the bidder should support all major browsers (Google Chrome, Mozilla Firefox, Internet Explorer etc.,)
7	The solution should have a minimum uptime of 99.99 % on a monthly basis.
8	The bidder should prepare and share the User manuals & Video guide for the following users 1. Customers (On COU module usage) 2. Billers (portal) 3. Bank (Portal)
9	The bidder shall conduct training sessions/workshops across channels/Billers/Agents as and when required by the bank

Security requirement and Compliance to Regulatory & Bank Guidelines

S.No	Requirement
1	The solution should comply with all BBPS guidelines issued by RBI/BBPCU/NPCI/ any other Statutory body
2	The Solution should comply with any other regulatory guidelines issued from time to time
3	The solution should comply with Bank's branding guidelines
4	The bidder should use only licensed products
5	The bidder should address the issues/vulnerabilities reported on the solution by

	the auditor within a reasonable time/ time as per system standards/ time specified by Bank, whichever is earlier.
6	The bidder should comply with enhancement guidelines within TAT specified by BBPCU/NPCI/ RBI.
7	Audit logs and application logs should be maintained as per BBPCU/NPCI/RBI standards
8	The bidder should ensure that Confidentiality, secrecy and privacy related to customer's sensitive data (bank details, passwords, card details, PIN etc.) is maintained.
9	The bidder should have proper fraud risk monitoring mechanism
10	SMS & Email should be sent to customers after registration and payment transaction along with receipt.
11	SMS alert should be sent to customers if any transactions is blocked by fraud risk management rules
12	The bidder has to ensure that customer sensitive details deemed necessary for storage are encrypted
13	All logs should be stored and archived as per Bank retention policies. The logs shall be used for forensic evidence
14	The solution should be free from vulnerabilities and protected from all sort of security threats

Reconciliation, Settlement, Complaint and Dispute Management

S.No	Requirement
1	The Bidder should provide a centralized reconciliation application to reconcile transactions through Multiple channels, Multiple payment options and Multiple billers.
2	The solution should be centralized, parameterized (Without hardcoding) and scalable horizontally.
3	The reconciliation and settlement of all transactions should be completed within T+1 where 'T' being the transaction day.
4	Reconciliation of commission to be managed by the Bidder.
5	The settlement between the Biller (of BBPS) and Bank (BOU) to be as per the agreed terms and condition between Bank and the Biller.

6	Complete refund and reversal process to be managed by the selected bidder. Refund and reversal files along with MIS report as per Bank's specification to be provided by the bidder.
7	The complaint handling should be within NPCI defined timelines and Bank guidelines from time to time
8	The transition of a complaint to a defect and fixing of the same should be captured automatically in the tool/workflow (Functionality to be developed by the Bidder) and status of the same should be available to Bank on an ongoing basis.
9	All complaint assigned (Either manually or through CANVAS) should be stored, tracked through automated ticket handling mechanism

Annexure-6.1

Technical Evaluation

Sl. No.	Specification	Weightage	Minimum Qualifying marks	Weightage obtained by the Bidder
1	Channel Integration and Biller/ Agents On-boarding	35	28	
2	Portal requirement for Bank/ Billers/ Agents	25	20	
3	General requirements	15	12	
4	Presentation by the Bidder	50	40	
5	Security requirement and Compliance to Regulatory & Bank Guidelines	15	12	
6	Reconciliation, Settlement, Complaint and Dispute Management	10	08	
Total		150	120	

Bidder has to enter the score against each requirement, as given below.

Code	Description	Weightage
G	Available	100% of Maximum marks
Y	Will be made available as part of the solution provided to Bank	70% of Maximum marks
R	Cannot be provided	Nil

Channel Integration and Biller/ Agents On-boarding:

S.No	Requirement	Maximum marks	Bidder Response (G/Y/R)
1	The BBPS solution offered by the bidder should be integrated with all payment channels of the Bank. 1. Mobile Banking 2. Internet Banking 3. Business Correspondent Channel 4. ATM/Kiosk 5. Dedicated Web portal (Pre-login)	5	
2	The BBPS solution offered by the bidder should be capable of integrating with new payment channels introduced in future.	3	
3	The COU module should have basic options like 1. view/download transaction history 2. download receipt of earlier payments 3. Biller registration/ Save billers 4. Autofetch of upcoming bill payments 5. Manage autopay 6. Register complaints, view complaint status, view complaint history,Etc.,	5	
4	The facilities/ option provided in the COU module should be same across all the payment channels. The changes done in the COU module should be reflected in all the channels	3	
5	The solution should support bill payments of both Bank and Non-Bank customers	1	
6	The solution should handle both On-us and Off-us transactions seamlessly.	1	
7	The solution should be integrated with gateway of bidder's choice for sending SMS and E-mail with no cost to the Bank	1	
8	The solution should be integrated with Payment gateway of bidder's choice with no cost to the Bank	1	
9	The solution should provide facility to access transaction status, complaint status, transaction history, etc., irrespective of the payment channel through which transaction was initiated	1	
10	Terms and Conditions should be displayed wherever applicable. The bidder should obtain concurrence from the Bank before Procurement.	0.5	

S.No	Requirement	Maximum marks	Bidder Response (G/Y/R)
11	The solution should be user friendly and provide simple/appropriate messages with proper color code to customers/ billers wherever applicable. The error message should suggest the next action to be performed.	0.5	
12	The solution should provide onboarding of both Online and Offline billers.	2	
13	The Solution should support onboarding of agents by exposing APIs/ consuming APIs/ extending dedicated portal	1	
14	The solution should provide API/Web services based integration for billers/ agents	0.5	
15	The COU module should support minimum TPS of 50 initially and should be further scalable as per Bank's requirement	1	
16	The BOU module should support minimum TPS of 500 initially and should be further scalable as per Bank's requirement	2	
17	The solution should support multiple payment modes (internet banking, Debit/credit/prepaid card/Wallets, UPI, AEPS etc)	2	
18	The solution should generate bill payment receipt instantly in all payment channels. The same should be downloadable and can be shared through other media/Apps.	2	
19	The solution should have mechanism to send SMS/email notifications to customers on pending bills	0.5	
20	The bill payment solution should facilitate all types of utility bill payments and other categories of bill payments incorporated/ introduced in the BBPS system from time to time.	1	
21	The bidder should liaise with billers/ agents for onboarding them under BBPS platform	0.5	
22	The bidder should liaise with Bank's internal team/third party service providers for integrating the BBPS solution with Bank's payment channels.	0.5	

Portal requirement for Bank/ Billers/ Agents

S.No	Requirement	Weightage	Bidder Response (G/Y/R)
1	The solution should have separate User interface for Billers, Agents, Bank operation team (Admin) and Bank Reconciliation Team with functionalities relevant to each users	5	
2	Admin user should have super user access to create/manage users with different roles in bulk or as a single record	2	
3	Admin User should be able to view the login activities of other users	1	
4	The user should be able to reset their password on their own with suitable authentication mechanism	2	
5	The portal should be able to provide following reports 10. Daily/Monthly/Quarterly/yearly transaction summary 11. Channel wise transaction report 12. Billerwise transaction report 13. Report to be submitted to regulatory / statutory authorities 14. System uptime report 15. Failure transaction report with error codes defined by BBPCU 16. Complaints summary 17. Biller performance report (Monthly/Quarterly/Yearly) 18. Channel wise performance report (Monthly/Quarterly/Yearly) Any other reports as and when required by the bank.	5	
6	The portal should have facility to download reports in .txt, .pdf, .csv, .xls formats or any specific format sought by the billers	2	
7	Reports related to reconciliation and settlement should be downloadable from the portal	2	
8	The portal should facilitate the On-boarding and Management of Billers (both Online and Offline)	2	
9	All complaints data registered or assigned in CANVAS or through any other complaint management portal pertaining to the solution delivered as part of the agreement to be tracked, stored and made available in this portal to keep track of the complaints	2	
10	The solution should have Facility to view request and response log of specific transaction in the portal (for both COU and BOU)	2	

General Requirements

S.No	Requirement	Weightage	Bidder Response (G/Y/R)
1	The Bidder should develop, implement and maintain Bharat Bill pay solution on hosted model with separate UAT, DC, DR set-up	3	
2	The Bidder should submit following documents to the Bank 1. Architectural and data flow diagram of complete solution 2. API documents 3. Biller onboarding document with transaction flow 4. Documents associated with change request/ new deployments	3	
3	The Solution should have option to upload Bank's banner/advertisement when required by the Bank with no additional cost	0.5	
4	The solution should support sending SMS (awareness/alerts) to customers on behalf of the Bank(when required) with no additional cost.	0.5	
5	The systems should be operational from DR setup in case of any need within RTO of 2 hours and 0 RPO (without any data loss)	2	
6	All web application offered by the bidder should support all major browsers (Google Chrome, Mozilla Firefox, Internet Explorer etc.,)	2	
7	The solution should have a minimum uptime of 99.99 % on a monthly basis.	2	
8	The bidder should prepare and share the User manuals & Video guide for the following users 1. Customers (On COU module usage) 2. Billers (portal) 3. Bank (Portal)	1	
9	The bidder shall conduct training sessions/workshops across channels/Billers/Agents as and when required by the bank	1	

Security requirement and Compliance to Regulatory & Bank Guidelines

S.No	Requirement	Weightage	Bidder Response (G/Y/R)
1	The solution should comply with all BBPS guidelines issued by RBI/BBPCU/NPCI/ any other Statutory body	3	
2	The Solution should comply with any other regulatory guidelines issued from time to time	2	
3	The solution should comply with Bank's branding guidelines	1	
4	The bidder should use only licensed products	1	
5	The bidder should address the issues/vulnerabilities reported on the solution by the auditor within a reasonable time/ time as per system standards/ time specified by Bank, whichever is earlier.	1	
6	The bidder should comply with enhancement guidelines within TAT specified by BBPCU/NPCI/ RBI.	1	
7	Audit logs and application logs should be maintained as per BBPCU/NPCI/RBI standards	1	
8	The bidder should ensure that Confidentiality, secrecy and privacy related to customer's sensitive data (bank details, passwords, card details, PIN etc.) is maintained.	1	
9	The bidder should have proper fraud risk monitoring mechanism	1	
10	SMS & Email should be sent to customers after registration and payment transaction along with receipt.	1	
11	SMS alert should be sent to customers if any transactions is blocked by fraud risk management rules	0.5	
12	The bidder has to ensure that customer sensitive details deemed necessary for storage are encrypted	0.25	
13	All logs should be stored and archived as per Bank retention policies. The logs shall be used for	0.25	

	forensic evidence		
14	The solution should be free from vulnerabilities and protected from all sort of security threats	0.5	

Reconciliation, Settlement, Complaint and Dispute Management

S.No	Requirement	Weightage	Bidder Response (G/Y/R)
1	The Bidder should provide a centralized reconciliation application to reconcile transactions through Multiple channels, Multiple payment options and Multiple billers.	2	
2	The solution should be centralized, parameterized (Without hardcoding) and scalable horizontally.	1	
3	The reconciliation and settlement of all transactions should be completed within T+1 where 'T' being the transaction day.	1	
4	Reconciliation of commission to be managed by the Bidder.	1	
5	The settlement between the Biller (of BBPS) and Bank (BOU) to be as per the agreed terms and condition between Bank and the Biller.	1	
6	Complete refund and reversal process to be managed by the selected bidder. Refund and reversal files along with MIS report as per Bank's specification to be provided by the bidder.	1	
7	The complaint handling should be within NPCI defined timelines and Bank guidelines from time to time	1	
8	The transition of a complaint to a defect and fixing of the same should be captured automatically in the tool/workflow (Functionality to be developed by the Bidder) and status of the same should be available to Bank on an ongoing basis	1	
9	All complaint assigned (Either manually or through CANVAS) should be stored, tracked through automated ticket handling mechanism	1	

Annexure-7

Manufacturer Authorization Form

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

No. _____ dated _____

The Deputy General Manager
Canara Bank,
Procurement & Vendor Payments Section,
Digital Banking Services Wing,
Head Office Annexe
(K G Road),
2nd Floor, Devanga Towers, K G Road,
Bengaluru - 560 009

Dear Sir,

Sub: GeM bid for Implementation and Maintenance of Bharat Bill Payment System(BBPS) solution on OPEX model.

Ref: GeM Bid ref. no. _____ dated _____.

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

We (Manufacturer/Original Software Owner/Developer) also confirm that we will ensure all product updates (including management software updates and new product feature releases) are provided by 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 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 Procurement 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 total Contract Period.

Yours faithfully

(Name)

For and on behalf of M/s

Annexure-8

Scope of Work

Sub: GeM bid for Implementation and Maintenance of Bharat Bill Payment System(BBPS) solution on OPEX model.

Ref: GeM Bid ref. no. _____ dated _____.

Canara bank invites service providers to offer **Bharat Bill Payment System** application and provide required support for the same on hosted model for routing both Customer Operating Unit (COU) and Biller Operating Unit (BOU) transactions.

Contract Period - 5 years

The selected bidder should support the activities deemed necessary by the Bank during the contract period along with the scope mentioned below.

The solution offered by the bidder should be integrated with all the existing payment channels of the Bank and all the biller's system presently on boarded by the Bank.

The brief scope of the required solution is as follows:

- Customer Operating Unit
- Biller Operating Unit
- NPCI Certification
- Channel integration
- Support multiple payment modes
- Biller on boarding and management
- Dashboard and Portal for Admin users, Billers, Agents
- Reconciliation and Settlement
- Customer Complaint/ Dispute Management

1. Customer Operating Unit (COU):

- 1.1. The bidder should provide Customer Operating Unit (COU) module as per BBPCU/NPCI/RBI guidelines along with Bank's customizations.
- 1.2. The bidder should provide a secure, efficient bill payment solution to facilitate all types of utility bill payments and other categories of bill payments incorporated/ introduced in the BBPS system from time to time.
- 1.3. The Biller list should be updated as per BBPCU MDM at all time.
- 1.4. The COU module has to be integrated with all the existing payment channels of the bank.
- 1.5. The COU module should be capable of integrating with new payment channels introduced in future, as and when permitted by the regulator, in consultation with the Bank.
- 1.6. The bidder should provide dedicated Web portal with 2 factor authentication for making bill payments by both bank and non-Bank customers through multiple payment modes (internet Banking, Debit Card, Credit Card, Prepaid cards/wallets, UPI, etc). The portal should be PCI-DSS/ PA DSS compliant.
- 1.7. The front end developed should have the option of providing the customers with choice of language (English/Hindi).

- 1.8. The COU module should have autopay functionality (standing instructions) and its management.
- 1.9. Bill payment receipt to customer should be generated instantly as per BBPCU standards after the successful completion of a bill payment transaction for both ON-US and OFF-US transactions.
- 1.10. The COU module should have other basic facilities like transaction history, download receipt of earlier payments, enable/ disable autopay, autofetch of upcoming Bill payments, register complaints, View complaint status, Complaint history, etc.
- 1.11. The bidder will integrate with a secured and authorised gateway of its choice for sending SMS and E-mail with no additional cost to the Bank,
- 1.12. The bidder will integrate with Payment gateway of its choice with no additional cost to the Bank.
- 1.13. Mechanism to handle Push notification of pending Bills and intimations to the customers via SMS, email, etc. On the Pending bills
- 1.14. The COU module should support minimum 50 TPS.
- 1.15. The module should have its own fraud risk management rules.

2. Biller Operating Unit (BOU):

- 2.1. The bidder should provide Biller Operating Unit (BOU) module as per BBPCU/NPCI/RBI guidelines along with Bank's customizations.
- 2.2. Integration with Biller system shall be as per biller requirement.
- 2.3. The module should support on-boarding and management of Online and Offline Billers.
- 2.4. The BOU module should be capable of handling minimum 300 transactions per second at the time of going LIVE. The bidder should further scale up the infrastructure to handle any TPS as per the operational demand of the system and/ or as per the requirement of the Bank.
- 2.5. The bidder should provide biller/Agent Management Portal to manage biller on-boarding, complaints, reconciliation, settlement, MIS, technical configuration etc.,
- 2.6. The bidder should provide dedicated portal to billers/agents to enable them to view and download transaction report based on transaction date, transaction status, reconciliation status, etc.
- 2.7. Performance testing to be done during biller on-boarding and reports on the same shall be submitted to the Bank.
- 2.8. The bidder must source new Billers which shall be viable and contribute for a profitable business to Bank.

3. Support:

- 3.1. The bidder should monitor BOU & COU application and its infrastructure round the clock (24 * 7) basis with automated tools.
- 3.2. The bidder should provide onsite support personnel to the Bank for the complete contract period to handle daily operational and reconciliation/settlement related activities without any additional cost to the Bank. The onsite support personnel should work from Canara Bank, Head Office, Bangalore.
- 3.3. The onsite support personnel should have sound knowledge on the solution provided to the Bank and should effectively handle the queries raised by the Bank and customers.
- 3.4. The onsite support personnel should be trained enough to provide adhoc MIS data as and when required by the Bank, without depending on the Bidder's offshore team.

- 3.5. The Bidder should provide Technical Support on 24x7 basis from the date when the solution is made live with one channel or one biller.

4. General:

- 4.1. The solution should be built on the latest technology stack and the OS, DB, etc. must be of industry standards and capable of providing optimum performance demanded by BBPS application.
- 4.2. The complete infrastructure of servers, storage, network, application, etc. Necessary for functioning of BBPS needs to be established, maintained and upgraded as per the operational demand, by the bidder without any additional cost to the Bank.
- 4.3. In case of hosting on cloud, the setup should comply and adhere to the Security and Cloud policy of the Bank.
- 4.4. The solution should have a minimum uptime of 99.99 % on a monthly basis. Uptime report for both BOU and COU, signed by the authorised signatory should be submitted on a monthly basis to Bank.
- 4.5. The solution should have DR setup and should be operational from DR setup in case of need.
- 4.6. The RTO and RPO should be as per standards defined by Bank/demanded by the eco system.
- 4.7. Complete documentation of the API services exposed (functionality wise) should be made available to the Bank for reference.
- 4.8. Architecture and data flow diagram of the complete solution) should be made available to the Bank for reference.
- 4.9. BOU and COU certification with NPCI has to be done by the bidder with no additional cost to the Bank.
- 4.10. The bidder should comply with NPCI/ RBI/ other statutory guidelines/ policies from time to time.
- 4.11. The bidder should use only licensed products.
- 4.12. Any information or MIS report requested by the Bank should be provided by the bidder during the contract period in the format sought by the Bank.
- 4.13. The periodic reports sought by the Regulators/ NPCI/BBPCU should be automated.
- 4.14. The solution should have minimum success percentage of 99.9% all the time.
- 4.15. The solution should have mechanism to recover automatically from system outages caused due to network failures, abrupt shutdowns, etc
- 4.16. The bidder should comply with enhancement guidelines within TAT specified by BBPCU/NPCI/ RBI.
- 4.17. Audit logs and application logs should be maintained as per BBPCU/NPCI/RBI standards.
- 4.18. Transaction data of minimum one year period should be accessible by the Bank and on-boarded billers through dedicated portal. Data older than 1 year period may be archived. Archived data should be made available incase of any need.
- 4.19. The Bidder has to develop the BBPS application in such a way that the customer should have the option to select language of viewing as English or Hindi for SMSs alerts and the same should be generated and sent to them according to languages selected by customers.
- 4.20. COU (channel wise, biller wise) and BOU (biller wise) transaction report with transaction status and success percentage shall be shared to the Bank on daily/ Monthly / quarterly/ Yearly basis via email through automated mechanism.
- 4.21. The UI of the solution should be as per Bank's branding guidelines.
- 4.22. System Performance report should be shared with the Bank before and after every changes in production environment or whenever it is sought by the Bank.

- 4.23. The bidder should enable any new feature introduced by the regulator/BBPCU/NPCI or as per Bank requirement without any additional cost to the Bank.
- 4.24. Application should support display of Banners/ poster/ other marketing material relevant to the product.
- 4.25. Application should be capable of operating seamlessly even for consumer operating with minimal network strength.
- 4.26. All web application offered by the bidder should support for all major browsers (Google Chrome, Mozilla Firefox, Internet Explorer etc.,)
- 4.27. The bidder should ensure that all the records/transaction data shall be maintained for a period of ten years from the date of the transaction or final settlement of the transaction or from cessation of contract whichever is later.
- 4.28. The Bidder should have a Board approved Business Continuity Plan (BCP) Policy. The Bidder will test its disaster recovery capabilities at least quarterly once and provide the report of each such test to the Bank.

5. Cost to Bank:

Bank shall only be paying the per transaction cost to the Bidder for maintaining and undertaking the activities sought vide this RFP and the related documents that shall be executed in the future.

6. Security Requirements

- 6.1. The Bidder has to ensure that customers" data is protected. Confidentiality, secrecy and privacy related to their sensitive data (bank details, passwords, card details, PIN etc.) is maintained.
- 6.2. The solution should have the requisite infrastructure for protecting the privacy of customer's data in compliance with the industry standards as applicable and provisions of the Information Technology Act (as amended from time to time by Gol).
- 6.3. The bidder should ensure that the solution is free from vulnerabilities and protected from all sort of security threats.
- 6.4. The solution should have all security features mandated by BBPCU/NPCI/RBI/Gol
- 6.5. The bidder has to ensure that customer sensitive details deemed necessary for storage are encrypted and not saved as clear text in their system.
- 6.6. Bidder has to provide support related to all type of security like network security, physical security in Bill Payment solution of BBPS.
- 6.7. The bidder should have proper firewall rules/ system level check to protect the solution from any kind of DoS, malware attacks etc.,
- 6.8. In case of on-boarding of Agent Institution, the bidder will be responsible for mitigation of risk associated with agency network. The bidder will have to suggest the required technical infrastructure at agent outlets to avoid risk associated with outside agency network.
- 6.9. The Bidder has to provide facility of generation of alert through SMS and Email to customer during registration and payment transaction along with receipt.
- 6.10. The Bidder shall ensure that the entire data relating to payment systems operated by them are stored in a system only in India. This data should include the full end-to-end transaction details / information collected / carried / processed as part of the message / payment instruction. The Bidder shall submit the required information in this regard whenever Bank warrants. The Bidder should comply with the Reserve Bank of India guidelines issued from time to time in this regard.

7. Audit:

- 7.1. The solution should be exposed to security audit/VAPT on quarterly basis and certificate for the same from CERT-IN empanelled Auditors should be shared with the Bank.
- 7.2. BBPCU/NPCI/RBI/Bank may conduct/ or engage a third party auditor for auditing of all software, hardware and all other applications involved in the Bill Payment Solution provided to the bank. The bidder has to provide required support for conducting the Audit.
- 7.3. The bidder should address the issues/vulnerabilities reported on the solution by the auditor within a reasonable time and confirm Bank on redressing the same.

8. Portal for Bank/ Billers/ Agents:

- 8.1. The portal should have Maker Checker facility as per the functionalities enabled.
- 8.2. User creation (different roles and access) and management of the portal
- 8.3. Dashboard to view transaction summary (COU and BOU separately) for last 1 hour / 1 day/ 1 month
- 8.4. Application Infrastructure dashboard containing all the downtimes, incidents, availability details of Biller/Sub-Billers or channels, etc.
- 8.5. Pictorial representation of the statistics to be made available wherever applicable
- 8.6. Facility to send SMS to customers to be made available in the admin portal of Bank.
- 8.7. The portal should facilitate the On-boarding and Management of Billers (both Online and Offline)
- 8.8. Functionality to enable/ disable payment modes displayed in the front end URL.
- 8.9. Facility to View/ download reports on COU and BOU transactions with customized fields.
- 8.10. All complaints assigned in CANVAS to be managed by the bidder on behalf of the Bank (If desired by the bank).
- 8.11. All complaints data registered or assigned in CANVAS or through any other complaint management portal pertaining to the solution delivered as part of the agreement to be tracked, stored and made available in this portal to keep track of the complaints.
- 8.12. Facility to raise complaint by billers/ agent shall be enabled in the portal with proper complaint management mechanism.
- 8.13. View / download files required for reconciliation.
- 8.14. Reconciliation and settlement report
- 8.15. Biller wise transaction report with transaction status and reconciliation status (to enable Billers to download MIS at their end)
- 8.16. Facility to view request and response log of specific transaction in the portal (for both COU and BOU).

9. Reconciliation and Settlement:

- 9.1. The Bidder should provide centralized reconciliation and settlement application which should be parameterized and not hardcoded to handle multiple channels reconciliation and settlement,
- 9.2. The Bidder should also handle reconciliation and settlement of multiple payment modes (Integrated with multiple channels) to settle with RBI, Agent, etc.,
- 9.3. Reconciliation and settlement process will be finalized by the bidder in discussion with Bank's reconciliation team; Bank reserves the right to change

- the process at any time and respective application changes to be done by the bidder,
- 9.4. All reconciled data should be made available in a portal to multiple channels, Billers/Sub-Billers, Agents, etc., with proper access control.
 - 9.5. As a backup, all reconciliation and settlement reports should be available in Secure File Transfer Protocol (SFTP) and the same SFTP solution is to be provided by the Bidder,
 - 9.6. Dashboard should also be configured to provide all type of MIS which will be required by Recon team as per need basis.

Note: The functionalities mentioned here are only indicative and not exhaustive.

10. Dispute Management

- 10.1. Complaints of all channels, Billers, Agents, etc., to be managed by the bidder.
- 10.2. The complaint handling should be within NPCI defined timelines and Bank guidelines from time to time,
- 10.3. The complaint data statistics should be reported on a daily basis or when requested by the Bank,
- 10.4. The transition of a complaint to a defect and fixing of the same should be captured automatically in the tool/workflow (Functionality to be developed by the Bidder) and status of the same should be available to Bank on an ongoing basis,
- 10.5. All complaint assigned by NPCI (Either manually or through CANVAS) should be stored, tracked with Audit trail and the same data should be retained without any data loss,
- 10.6. All complaints report (Both Customers and Biller Complaints) is to be made available to the Bank on daily basis.

Note: The functionalities mentioned here are only indicative and not exhaustive.

11. Timelines for implementation

The selected bidder needs to comply with following timelines of implementation defined by the Bank from the date of issuance of Purchase Order.

- 11.1. The solution needs to be integrated with all the existing payment channels of the Bank within 3 months.
- 11.2. All the existing Billers of the Bank needs to be on-boarded to the new solution within 6 months.
- 11.3. The solution has to meet the entire Technical specifications of this RFP within 6 months.
- 11.4. In case the vendor is unable to meet the delivery timelines, the Bank shall impose penalty by way of deductions to the amount payable to the bidder for this project or any other project/ service rendered by the bidder to Bank OR by invoking the performance Bank Guarantee submitted by the selected bidder.

Annexure-8.1

CLOUD SECURITY

The bidder has to comply with the Bank's Information Security Policy:

1. Ensure that cloud data centres and compute nodes, storage are physically secure.
2. Keep applications secure, protected from malicious or fraudulent use and hardened against failure as Banks require secure cloud applications and provider processes.
3. Cryptographic techniques need to be used to control access to critical and sensitive data/information in transit and storage
4. Strong controls and policies need to be defined for any remote access facility.
5. The SLA should clearly reflect uptime and performance parameters and alternatives for contingency situations for provider infrastructure (including network).
6. Privileged access to data has to be monitored and controlled.
7. TSP/Cloud service providers to offer a mechanism for reliably deleting data at Bank's request.
8. Every application affecting critical/sensitive information (for example, impacting financial, customer, control, risk management, regulatory, and statutory aspects), must provide for detailed audit trails/logging.
9. Shall adhere to all the relevant laws of the land and any regulations / guidelines / policies mandated by the regulators and Government of India that might impact the services that are provided to the Bank.
10. The cloud service provider must have adopted the security measures as explained in the white paper on "Best Practices for Security in Cloud Adoption by Indian Banks" by the Members of the Open Group Security Forum and "Cloud Adoption Framework" by IDRBT.
11. TSP/CSP shall adhere to the Security features as available in Information Security Policy of the Bank for Cloud Computing.
12. Some of these laws / guidelines / regulations / frameworks shall include but not limited to IT Act 2000, IT Act Rules 2011, IDRBT Cloud Security Framework, and Guidelines on Information security, Electronic Banking, etc.
13. Complete data of the Bank including data at Primary Data centre and Secondary Data Centre shall reside in India. The Cloud Service provider shall ensure that no data of the Bank is stored in Data Centres outside India and would provide audit access to regulator of the environment, whenever there is an audit requirement.

Bank, if necessary shall be entitled to:
 - i. Access the services' controls and effectiveness;
 - ii. Access data related to service operations
 - iii. Maintain insight into operational risks of the services
 - iv. Be provided with notification of changes that may materially impact the cloud service providers' ability to provide the services
 - v. Access to subject matter experts and external auditors; and
 - vi. Provide feedback on areas for improvement in the services.
14. The ownership of the data shall always reside with the Bank. The TSP/Cloud Service Provider will only act as a custodian of Bank's data. No part of the Bank's data shall be

used by the TSP/Cloud Service Provider for any purposes including but not limited to marketing and data mining.

15. The TSP/CSP shall ensure that the data that is stored on the cloud is protected and appropriate policies and controls are put in place to provide data privacy and protection. The CSP shall adhere to all laws pertaining to data privacy and protection that are applicable as per the Banking Guidelines in India. The CSP shall also ensure that necessary enhancements are made to the services provided whenever there are changes sought either by the regulators or Government of India.
16. The TSP/CSP shall notify the Bank of legal requests from Governments or Authorities for the Bank's data and insist that correct legal processes are being followed in providing the data. The Bank shall be notified of any cyber forensic investigation that is being carried out in the area that also hosts the Bank's data and applications. Digital Forensic Readiness Assessment and log capture should be done by the TSP for the solution and right to conducting Forensic by Bank or Bank Authorised agencies to be agreed upon.
17. In case of any breach service provider should notify bank immediately.
18. TSP/CSP should co-operate for vendor risk assessment as per Bank's requirements through the bank or through any agency appointed by the bank. Right to audit clause as per Regulatory requirements has to be part of agreements. RACI Matrix of CSP for Bank's data protection aspects like data privacy, incident handling, data leakage, data backup etc. to be ensured.
19. TSP/CSP shall not allow any audit activities of the Bank's infrastructure on the cloud without getting the written permission from the bank. All the data generated from BBPS TSP in Cloud will be Bank's proprietary data which cannot be shared to any 3rd party without the express written permission of the bank for any purposes.
20. Offsite Back up storage, readability and retrievability shall be ensured as per Bank's policy.
21. While DR is a must for providing availability, it must be ensured that DR site of TSP/CSP is established in a different geographical location in India. Also the CSP should be able to support ISO 27031 requirements, if Bank seeks for a certification for DR Sites. The Business Continuity Plan (BCP) has to be clearly defined and the same needs to be practiced regularly (at least once in six months), to be ready for any unforeseen emergencies.
22. Sensitive data (Financial and PII and any other sensitive) should be encrypted and stored in Cloud Server.
23. Data security shall be further enhanced by implementing firewall & Security Group to isolate confidential information. Sensitive information not essential to the business shall be securely destroyed in a verifiable manner by the Bank and a secure network protocol shall be used when connecting to a secured information store.
24. Data transfer from Bank's Data Centre to Cloud Server, encrypted using Cryptographic algorithms, as per Industry Standards (using AES 256 Latest Strong Ciphers and Highest Encryption Standards). Depending on the sensitivity of data, Bank may take decision accordingly. TLS (Transport Layer Security) and SSL (Secure Sockets Layer) data encryption methods must be used for data protection.
25. The Bank as well as the regulator or Bank Represented/Authorised Auditors shall have the right to inspect and audit the cloud services being provided to the Bank. The Cloud service provider shall make appropriate changes as recommended by the regulators, if any. Periodical physical audit reports shall be submitted by the TSP/CSP to Bank for better Monitoring.

26. Rights to audit the TSP/CSP's compliance with the agreement including rights of access to the provider's premises where relevant records and Bank's data is being stored.
- i. Time frame for periodical physical audit has to be brought out clearly.
 - ii. Rights for the Bank to audit the employees of the CSP (those who are assigned to carry out operations such as provisioning, securing the servers provided to the bank) - includes the right for the Bank to perform full background checks.
 - iii. Rights for the bank to ask for the Roles and Responsibilities chart from the CSP.
 - iv. Rights for the Bank to participate in the external audit of the CSP.
27. Any System Integration between Bank and TSP/CSP to be using APIs and API Gateways only.
28. TSP/CSP adhere to the basic Information security aspects such as Confidentiality, Integrity, Authentication, availability, Authorization, Accountability, Traceability and Non-repudiation of the data collected, processed, stored, and disposed through cloud services and any 3rd Party Vendor contract to include the same. TSP should establish controls for the same to ensure the same.
29. TSPs to Ensure that their instances/virtual machines/servers are protected with Antivirus/EDR/XDR or in combination and integrity monitoring to be incorporated for the instances associated with the subject implementation and only necessary ports/services to be enabled.
30. TSPs/CSPs to ensure that the logs associated with the various activities undertaken as part of subject System and associated Banking interfaces are managed securely as per the IS Policy and IS guidelines.
31. TSPs/CSPs to ensure that the latest version of components is being employed for the deployment of the subject application, to prevent the usage of End of Life (EOL) and End of support (EOS) entities.
32. The Cloud partner of the Technology Solution Provider should have an isolated environment / Virtual Private Cloud for the Bank's requirements and ensure that no mix of data is allowed.
33. TSPs/CSPs to ensure data in rest or transits should be encrypted with highest encryption standards.
34. TSPs/CPS to ensure Data Security is maintained at all levels (Data at Rest, Data at Motion and Data in Use).
35. TSP/CSP should comply with requirements of Information security, Data Privacy, Data Leakage and other policies as defined by Canara Bank and regulators from time to time.
36. TSPs/CSPs to ensure that the compliances certificates to be provided for various assessments such as periodic Compliance to OWASP TOP 10 security vulnerability, PCI DSS, Source code assessment, API Assessment, Vulnerability assessment (with penetration testing) along with adherence to other compliance standards SOC-II (as applicable) to be obtained of the Application and Cloud Infra. The associated reports for any vulnerabilities and the observations are rectified and shared to Bank for Audit and Compliances whenever required. For Security Compliances the certificates should be from CERT-IN empanelled agencies.
37. Ensure that the adequate security controls are incorporated from the network standpoint in between TSP/CSP Cloud Infrastructure, Bank Side along with the controls being incorporated from the Partner Zone, DMZ and MZ network segments.
38. The sensitive financial or PII data such as Account Number, Customer ID, Card Details, PIN/CVV, PAN Number, Aadhar Number in any form should not be stored in the TSP maintained Infra for the bank.

39. TSPs/CSPs to ensure that the cloud security guidelines as outlined in the latest Canara Bank Information security policy, Cloud Security Policy and Information security guidelines are adhered.
40. TSP to ensure that the security practices provided by and associated with Cloud Service Provider has to be adhered.
41. The CASB security controls need to be enforced from cloud standpoint.
42. TSP/CSP should integrate their solution in Web Application Firewall (WAF), SIEM/SOAR, DLP, Anti DDOS for having the adequate filtering and monitoring in real time for the requests ought to be undertaken.
43. The Instance/Server/OS/database and other components hardening are undertaken.
44. TSP has to provide the following reports
 - Alert reports with Status on actions taken
 - Incident Reports with Status on actions taken
 - Problem reports with Actions taken
 - Server Patch update reports
45. The cloud service to be availed by the TSP for Bank shall at least have the following certifications, in addition to MEITY accreditation.
 - ISO 27001
 - ISO 27017 and ISO 27018
 - ISAE 3402
 - Meet the Cloud Security Alliance Cloud Controls Matrix
 - PCI DSS (For Applications wherever Debit/Credit Card Transactions are involved)
 - RBI and Government of India guidelines and mandates on Cloud Computing
 - CERT-Fin guidelines as and when they are released and become applicable
46. The TSP should ensure 3rd party cloud vendor should follow the Bank's defined data retention policy at all the times.
47. The Technology Solution Provider should ensure that proper SLA and Non-Disclosure agreement with 3rd party cloud partner are in place. SLA and NDA should incorporate suitable clauses covering maintenance of confidentiality, integrity and availability by the 3rd party.
48. The TSP shall identify and document the risk in delivering the Services and identify the methodology to monitor and prevent the risk and shall also document the steps taken to manage the impact of the risks.
49. Sufficient means to allow visibility into the security and privacy controls and processes employed by the TSP/CSP, and to monitor their performance over time will be reviewed by Bank by means of service agreements.

Annexure-9

Bill of Material

Sub: GeM bid for Implementation and Maintenance of Bharat Bill Payment System(BBPS) solution on OPEX model.

Ref: GeM Bid ref. no. _____ dated _____.

Transaction bucket wise cost:

[In Rs.]

Bucket	Payment Transaction volume per month	Transaction Volume in the bucket #	Unit Cost/Txn (Excl. of Taxes)	Tax*	Unit Cost/Txn (Incl. of Taxes)	Total Cost of Txn / Month (Excl. of Taxes)	Total Cost of Txn / Month (Incl. of Taxes)	Total Cost of Txn for Five Years (60 Months) (Excl. of Taxes)	Total Cost of Txn for Five Years (60 Months) (Incl. of Taxes)
	(A)	(V)	(B)	(C)=B*18%	(D=B+C)	(E=B*V)	(F=D*V)	(G=E*60)	(H=F*60)
1	Less than or equal to 20 lakhs	20 lakhs							
2	Above 20 lakhs upto 50 lakhs	30 lakhs							
3	Above 50 lakhs upto 75 lakhs	25 lakhs							
4	Greater than 75 lakhs	25 lakhs							
Total Cost of Ownership (TCO) - Considering notional volume @ 1 (One) Crore transactions per month for 60 Months.									

*Tax shall be applicable as per the prevailing rate. Present rate is 18%.

The final commercial ranking shall be done after conclusion of Reverse Auction as per RFP terms.

NOTE:

- a) The rate quoted shall be valid for 5 years.
- b) Applicable taxes, shall be paid to the bidder on actual basis.
- c) No other charges shall be paid by Bank.

Annexure-10

Non-Disclosure Agreement

[On Firm's / Company's letter head]

Sub: GeM bid for Implementation and Maintenance of Bharat Bill Payment System(BBPS) solution on OPEX model.

Ref: GeM Bid ref. no. _____ dated _____.

WHEREAS, we, _____,
having Registered Office at _____, hereinafter referred
to as the Bidder, are agreeable to the formalities of deliverables as per timelines
mentioned in the GeM bid for each ordered locations to Canara Bank, having its office at
No: 35,Digital Banking Services Wing, Devanga Tower, KG Road Bengaluru -560 009
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 the
subject GeM Bid 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
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:

Annexure-11

Escalation Matrix

[On Firm's / Company's letter head]

Sub: GeM bid for Implementation and Maintenance of Bharat Bill Payment System(BBPS) solution on OPEX model.

Ref: GeM Bid ref. no. _____ dated _____.

Name of the Bidder Firm:

Delivery Related Issues:

Sl. No.	Name	Level of Contact	Office Postal 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 received in 48 Hours)					
d.		Country Head (If response not received in One week)					

Service Related Issues:

Sl. No.	Name	Level of Contact	Office Postal 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 received in 24 Hours)					
d.		Country Head (If response not received in 48 Hours)					

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

Date:

Signature with seal:

Name :

Designation :

Annexure-12

Authorization Letter Format

(To be presented by the authorized person at the time of opening of Eligibility Criteria Bid/Technical Proposal/ Commercial Bid (Indicative) on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company)

Ref No:

Date:

The Deputy General Manager
Canara Bank,
Procurement & Vendor Payments Section,
Digital Banking Services Wing,
Head Office Annexe
(K G Road),
2nd Floor, Devanga Towers, K G Road,
Bengaluru - 560 009

Dear Sir,

Sub: GeM bid for Implementation and Maintenance of Bharat Bill Payment System(BBPS) solution on OPEX model.

Ref: GeM Bid ref. no. _____ dated _____.

This has reference to your above RFP.

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

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name & Designation of Authorizing Authority

NOTE: This Authorization letter is to be carried in person at the time of Bid Opening
--

Annexure-13

Compliance Statement

[On Firm's / Company's letter head]

(to be included in Part B - Technical Proposal Envelope)

Sub: GeM bid for Implementation and Maintenance of Bharat Bill Payment System(BBPS) solution on OPEX model.

Ref: GeM Bid ref. no. _____ dated _____.

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.

Description	(Yes / No)	Remarks / Deviations
Compliance to Terms and Conditions		
Compliance to Technical & Functional Requirements/ Specifications of the subject RFP		
Compliance to Scope of Work of the subject RFP		

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

Date Signature with seal Name:

Designation:

Annexure-14

SELF CERTIFICATION OF THE BIDDER TOWARDS LOCAL CONTENT

To,

The Deputy General Manager
Canara Bank,
Procurement & Vendor Payments Section,
Digital Banking Services Wing,
Head Office Annexe
(K G Road),
2nd Floor, Devanga Towers, K G Road,
Bengaluru - 560 009

Sub: GeM bid for Implementation and Maintenance of Bharat Bill Payment System(BBPS) solution on OPEX model.

Ref: GeM Bid ref. no. _____ dated _____.

Dear Sir/Madam,

1. We, M/s_____ (*Name of Bidder*) certify that offered _____ <details of hardware/software/solution/services> is having the local content of _____ % and meets the local content requirement of 'Class-I local supplier'/'Class-II local supplier' for the above referred tender.

2. The details of locations at which the local value additions are made as follows:

Sl. No.	Location (complete address with contact details)	Item Particulars	% of local value addition

3. We, M/s_____ (*Name of Bidder*) confirm that we have submitted this certificate after reading the office memorandum ref no. P-45021/102/2019-BE-II-Part(1) (E-50310) dated 04/03/2021 on 'Clarification for local content calculation PPP-MII Order - reg' of Public Procurement Section, Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India.

4. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 including revisions thereto.

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal

Annexure-15

CERTIFICATE BY STATUTORY AUDITOR OF BIDDER TOWARDS MANDATORY MINIMUM LC

To,
The Deputy General Manager
Canara Bank,
Procurement & Vendor Payments Section,
Digital Banking Services Wing,
Head Office Annexe - (K G Road),
2nd Floor, Devanga Towers, K G Road, Bengaluru - 560 009

Sub: GeM bid for Implementation and Maintenance of Bharat Bill Payment System(BBPS) solution on OPEX model.

Ref: GeM Bid ref. no. _____ dated _____.

Dear Sir/Madam,

1. We, _____ the statutory auditor of M/s_____ (*Name of Bidder*) certify that _____ <details of hardware/software/solution/services> is having the local content of _____ % and meets the local content requirement of 'Class-I local supplier' / 'Class-II local supplier' for the above referred tender.

2. The details of locations at which the local value additions are made as follows:

Sl. No.	Location (complete address with contact details)	Item Particulars	% of local value addition

3. We, _____ the statutory auditor of M/s_____ (*Name of Bidder*) confirm that we have submitted this certificate after reading the office memorandum ref no. P-45021/102/2019-BE-II-Part(1) (E-50310) dated 04/03/2021 on 'Clarification for local content calculation PPP-MII Order - reg' of Public Procurement Section, Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India.

4. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 including revisions thereto

Name of Audit Firm:
Date:

[Signature of Authorized Signatory]
Name:
Designation:
Seal:
Membership no.
UDIN No.:

Annexure-16

Pre Contract Integrity Pact

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

1. GENERAL

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on _____ day of the month 20____, between, the Canara Bank, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at 112, J.C. Road, Bangalore 560 002, with branches spread over India and abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri **C. N. RAO**, Deputy General Manager, DBS Wing, HO, Bengaluru representing Canara Bank, of the BUYER, of the FIRST PART

AND

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

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

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

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

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

- 2.1. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service/Materials at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2. Enabling BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures.

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

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

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

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

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

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

- 4.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and Procurement of the contract.
- 4.2. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the BUYER.
- 4.3. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is the original Manufacturer/Integrator/Authorized government sponsored export entity of the stores/Authorised Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such materials/services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and Procurement of the contract.
- 4.6. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.
- 4.7. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 4.8. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

- 5.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Bank, Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 5.2. If the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER makes incorrect statement on this subject, BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can be disqualified from the tender/bid process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

- 6.1. Every BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER while submitting commercial bid, shall deposit an amount as specified in RFP/Tender Documents as Earnest Money/Security, Deposit, with the BUYER through any of the instruments as detailed in the tender documents.
- 6.2. The Earnest Money/Security Deposit shall be *valid for a period till* the complete conclusion of the contractual obligations or for such period as mentioned in RFP/Contract, including warranty period, whichever is later to the complete satisfaction of BUYER.
- 6.3. In the case of successful BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.4. No interest shall be payable by the BUYER to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

- 7.1. Any breach of the provisions herein contained by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. However, the proceedings with the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) would continue.

- ii. To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
- iv. To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of (Name of the Bank/Financial Institution) while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER /CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.
- vi. To cancel all or any other contracts with the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
- vii. To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii. To recover all sums paid in violation of this Pact by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, the same shall not be opened.
- x. Forfeiture of The Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- xi. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct

the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

7.2. The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

7.3. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/SELLER/ CONTRACTOR shall be final and conclusive on the BIDDER/SELLER /CONTRACTOR. However, the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

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

9. INDEPENDENT EXTERNAL MONITORS:

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

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

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

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

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

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

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

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

10. FACILITATION OF INVESTIGATION

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

11. LAW AND PLACE OF JURISDICTION

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

12. OTHER LEGAL ACTIONS

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

13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 3 years or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later. In case BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

14. The parties hereby sign this Integrity Pact at on

BUYER	BIDDER
Name of the Officer	CHIEFEXECUTIVEOFFICER/AUTHORISED SIGNATORY
Designation	
Name of Wing	
Canara Bank	
Witness	Witness
1)	1)
2)	2)

Annexure-17

Bank Guarantee Format for Earnest Money Deposit

To

**The Deputy General Manager
Canara Bank,
Procurement & Vendor Payments Section,
Digital Banking Services Wing,
Head Office Annexe - (K G Road),
2nd Floor, Devanga Towers, K G Road, Bengaluru - 560 009**

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

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

THE CONDITIONS of this obligation are:

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

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

Notwithstanding anything contained herein

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

Dated _____ day of _____ 2022.

(SIGNATURE & SEAL OF THE BANK)

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

Name of the Bank: Canara Bank

Name of the Branch : DBS Wing

IFSC Code: CNRB0000056

Annexure-18

Proforma of Bank Guarantee for Contract Performance

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

To :

**The Deputy General Manager
Canara Bank,
Procurement & Vendor Payments Section,
Digital Banking Services Wing,
Head Office Annexe - (K G Road),
2nd Floor, Devanga Towers, K G Road, Bengaluru - 560 009**

WHEREAS (Name and address of M/s XXXX Ltd (hereinafter referred to as “the CONTRACTOR”) has undertaken to supply, transportation, transit insurance, local delivery and installation insurance up to Acceptance by the bank, Acceptance testing and also includes documentation, warranty, annual maintenance, if contracted, and training or demo of your personnel related to(Description of GeM bid) 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 of or any indulgence by you to the CONTRACTOR or by any variation or modification of the contract or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs..... (Rupees) as aforesaid or extend the period of the guarantee beyond the said day of _____ unless expressly agreed to by us in writing.

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein

- i. Our liability under this guarantee shall not exceed Rs..... (Rupees)
- ii. This guarantee shall be valid up to _____ 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 favor 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 _____ 2022.

For and on behalf of

Name of the Bank: Canara Bank

Name of the Branch: DBS Wing

IFSC Code: CNRB000056

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

Annexure-19

Undertaking Letter for Central Minimum Wages Act & Labour Laws.

(To be submitted in the Company Letter Head with technical Bid)

To
The Deputy General Manager
Canara Bank,
Procurement & Vendor Payments Section,
Digital Banking Services Wing,
Head Office Annexe - (K G Road),
2nd Floor, Devanga Towers, K G Road, Bengaluru - 560 009

Dear Sir,

Sub: GeM bid for Implementation and Maintenance of Bharat Bill Payment System(BBPS) solution on OPEX model.

Ref: GeM Bid ref. no. _____ dated _____.

Further to our proposal dated, in response to the Request for Proposal (Bank's tender No hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

In this regard we confirm that the employees engaged by our Company to carry out the services in your bank for the above said contract are paid minimum wages/ salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. All the employees/operator deployed as part of this solution/activity must comply with government's rules and regulations like minimum wages act, Provident Fund and ESIC facility standard. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for non-compliance to the above criteria.

We further authorize the Bank to deduct from the amount payable to the Company under the contract or any other contract of the Company with the Bank if a penalty is imposed by Labour Commissioner towards non-compliance to the "Minimum Wages / Salary stipulated by government in the Act by your company.

(Proof of compliance and labour license needs to be submitted along with the quotation).

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

Annexure-20

Undertaking to abide by all By-Laws / Rules / Regulations

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)

To
The Deputy General Manager
Canara Bank,
Procurement & Vendor Payments Section,
Digital Banking Services Wing,
Head Office Annexe - (K G Road),
2nd Floor, Devanga Towers, K G Road, Bengaluru - 560 009

Sub: Declaration-Cum-Undertaking regarding compliance with all statutory requirements

In consideration of Canara Bank, a body corporate, constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at 112, J C Road, Bengaluru. (hereinafter referred to as "Bank" which expression shall include its successors and assigns), we, M/s....., having its Registered Office at....., do hereby, having examined the RFP for _____ with RFP Ref. No. _____ dated _____ including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.

We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force.

Dated this _____ day of _____, 20__.

Place:

For M/s.

.....

[Seal and Signature(s) of the Authorized Signatory (s)]

Annexure-21

Undertaking for Non-Blacklisting / Non-Debarment of the bidder
(TO BE PROVIDED ON LETTER HEAD)

To
The Deputy General Manager
Canara Bank,
Procurement & Vendor Payments Section,
Digital Banking Services Wing,
Head Office Annexe - (K G Road),
2nd Floor, Devanga Towers, K G Road, Bengaluru - 560 009

Dear Sir(s),

Sub: GeM bid for Implementation and Maintenance of Bharat Bill Payment System(BBPS) solution on OPEX model.

Ref: GeM Bid ref. no. _____ dated _____.

- (a) We M/s _____, the undersigned hereby confirm that we have read and understood the eligibility criteria and fulfil the same.
- (b) We further confirm that all the information as per requirement of the Bank have been included in our bid.
- (c) Further we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- (d) We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.
- (e) We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.
- (f) (Deviation to the above if any, the Bidder must provide details of such action(s)

1.

2.

(Signature and the capacity of the person duly authorized to sign the bid for and on behalf of)

Annexure-22

**SELF-DECLARATION OF MSEs and STARTUPS
(TO BE PROVIDED ON LETTER HEAD)**

To
The Deputy General Manager
Canara Bank,
Procurement & Vendor Payments Section,
Digital Banking Services Wing,
Head Office Annexe - (K G Road),
2nd Floor, Devanga Towers, K G Road, Bengaluru - 560 009

Sub: GeM bid for Implementation and Maintenance of Bharat Bill Payment System(BBPS) solution on OPEX model.

Ref: GeM Bid ref. no. _____ dated _____.

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 RFP, we note that we will be suspended for the period of three (03) years from being eligible to submit Bids for contracts with Canara Bank.

Place: [Signature of Authorised Signatory]

Date: Name:
Designation:
Seal:

Annexure-23

UNDERTAKING FOR APPLICABILITY OF PURCHASE PREFERENCE POLICY
(TO BE PROVIDED ON LETTER HEAD)

To
The Deputy General Manager
Canara Bank,
Procurement & Vendor Payments Section,
Digital Banking Services Wing,
Head Office Annexe - (K G Road),
2nd Floor, Devanga Towers, K G Road, Bengaluru - 560 009

Sub: GeM bid for Implementation and Maintenance of Bharat Bill Payment System(BBPS) solution on OPEX model.

Ref: GeM Bid ref. no. _____ dated _____.

Dear Sir,
We, M/s _____ (Name of Bidder) hereby confirm that the following purchase preference to be considered:

Description	Preference
Purchase Preference under Public Procurement Policy for MSE, or	
Purchase Preference (linked with local content)	

Note:

- (i) Please indicate your preference against only one policy.
- (ii) The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).
- (iii) In case a bidder is eligible to seek benefit under 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 or MSE policy.
- (iv) 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 for MSE 2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders.
- (v) The option once exercised cannot be modified subsequently.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

(To be submitted on Applicant's Letter Head)

Annexure-24

Declaration regarding "Restrictions on procurement from a Bidder of a country which shares a land border with India"

To,
The Deputy General Manager
Canara Bank,
Procurement & Vendor Payments Section,
Digital Banking Services Wing,
Head Office Annexe - (K G Road),
2nd Floor, Devanga Towers, K G Road, Bengaluru - 560 009

Subject: Declaration in respect of "Restrictions on procurement from a Bidder of a country which shares a land border with India" pursuant to Order No: F.No 6/18/2019-PPD dated: 23-July-2020 from Department of Expenditure, Ministry of Finance.

Dear Sir,

With reference to our bid proposal for participation in Canara Bank RFP Ref No: _____ Dated: _____, I/we hereby confirm that, I/We have read the Order No: F.No 6/18/2019-PPD dated: 23-July-2020 and subsequent orders in this regard from Department of Expenditure, Ministry of Finance regarding restrictions on procurement from a bidder of a country which shares a land border with India and on subcontracting to contractors from such countries.

I/We certify that we/our Collaborator/JV Partner/Consortium member/Assignee are/is not from such a country or, if from such a country, have/has been registered with the Competent Authority and we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

I/We hereby certify that we fulfil all requirements in this regard and are eligible to be considered to participate in above mentioned tender.

I/We hereby confirm that we shall be abiding by the rules and regulations mentioned under Order No: F.No 6/18/2019-PPD dated: 23-July-2020 from Department of Expenditure, Ministry of Finance, for participating in above mentioned tender.

We further confirm that evidence of valid registration by the Competent Authority for us/our Collaborator/JV Partner/Consortium member/Assignee, as applicable, is enclosed as Annexure____.

***Bidder to strike-off the part, if not applicable.**

****Bidder to mention the Annexure no.**

Date : _____
Place : _____

Seal of Organization & Signature
of Authorised Applicant

MeitY Form-1

Affidavit of Self Certification regarding Domestic Value Addition in an Electronic Product
(to be provided on Rs.200/- Stamp Paper)

Date :

I _____ S/o, D/o, W/o _____, Resident of _____ do hereby solemnly affirm and declare as under.

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No. dated

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring authority or any authority so nominated by the Ministry of Electronics and Information Technology (MeitY), Government of India for the purpose of assessing the domestic value-addition.

That the domestic value addition for all inputs which constitute the said electronic products has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated by the Ministry of Electronics and Information Technology, Government of India for the purpose of assessing the domestic value-addition. I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No., wherein preference to domestically manufactured electronic products in Government procurement is provided and that the procuring authority is hereby authorized to forfeit and adjust my EMD and other security amount towards such assessment cost and I undertake to pay the balance, if any, forthwith.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authorities:

- i. Name and details of the Domestic Manufacturer:
(Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued:
- iii. Electronic Product for which the certificate is produced:
- iv. Procuring agency to whom the certificate is furnished:
- v. Percentage of domestic value addition claimed:
- vi. Name and contact details of the unit of the manufacturer:
- vii. Sale Price of the product:
- viii. Ex-Factory Price of the product:

- ix. Freight, Insurance and handling:
- x. Total Bill of Material:
- xi. List and total cost value of inputs used for manufacture of the electronic product:
- xii. List and total cost of inputs which are domestically sourced. Please attach certificates from suppliers, if the input is not in-house:
- xiii. List and cost of inputs which are imported, directly or indirectly:

For and on behalf of _____ (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>