

Special Terms and Conditions for RFP for Supply, Installation, Configuration, Implementation and Maintenance of 100 No's of All-In-One computers with three years' warranty and two years AMC in Canara Bank.

Ref: GEM/2022/B/3065272 dated: 02/02/2023

1. About Canara Bank:

- 1.1. 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 Technology Management Section located at Circle Office, No.86, Spencer's Towers, M G Road, Bengaluru-560001.
- 1.2. The Bank is having pan India presence of more than 9732 branches, 24 Circle offices and 176 Regional Offices situated across the States. 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.
- 1.3. The Bank is a forerunner in implementation of IT related products, services, and continuously making efforts to provide the state of art technological products to its customers.

2. Definitions:

- 2.1. 'Bank' unless excluded by and repugnant to the context or the meaning thereof, shall mean 'Canara Bank', described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successors and permitted assigns.
- 2.2. 'RFP' means Request for Proposal for Supplying, Installation, Configuration, Implementation and Maintenance of 100 No's of All-In-One computers with three years' warranty and two years AMC.
- 2.3. 'Bidder' means a vendor submitting the proposal in response to the RFP.
- 2.4. 'Product' means Supply, Installation, Configuration, Implementation and Maintenance of 100 No's of All-In-One computers with three years' warranty and two years AMC in Canara Bank.
- 2.5. 'Contract' means the agreement signed by successful Bidder and the Bank at the conclusion of bidding process.
- 2.6. 'Successful Bidder' / 'Selected Bidder' / 'L1 Bidder' means the Bidder who is found to be the lowest Bidder after conclusion of the bidding process, subject to compliance to all the Terms and Conditions of the RFP, etc.

3. About RFP:

- 3.1. Bank intends to onboard vendor for Supply, Installation, Configuration, Implementation and Maintenance of All-In-One computers with three years' warranty and two years AMC in Canara Bank for its offices spread across the Country as per the terms & conditions, technical requirements and scope of work described elsewhere in this document.

- 3.2. The bidder has to go through the following clauses and other terms & conditions described elsewhere in this document:

| Sl. No. | Description |
|---------|---|
| 1 | Scope of Work as per Annexure-1 for Supply, Installation, Configuration, Implementation and Maintenance of 100 No's of All-In-One computers with three years' warranty and two years AMC in Canara Bank. |
| 2 | Technical Requirements as per Annexure-2 for Supply, Installation, Configuration, Implementation and Maintenance of 100 No's of All-In-One computers with three years' warranty and two years AMC in Canara Bank. |
| 3 | Delivery timelines as per clause-11 of this Supply, Installation, Configuration, Implementation and Maintenance of 100 No's of All-In-One computers with three years' warranty and two years AMC in Canara Bank. |
| 4 | Penalties as per clause-13 of this Supply, Installation, Configuration, Implementation and Maintenance of 100 No's of All-In-One computers with three years' warranty and two years AMC in Canara Bank. |
| 5 | Payment terms as per clause-14 of this Supply, Installation, Configuration, Implementation and Maintenance of 100 No's of All-In-One computers with three years' warranty and two years AMC in Canara Bank. |

- 3.3. This RFP should not be considered as a statement of intent for availing the services, unless a purchase order or notification of award is published by Canara Bank if any, as an end result of this RFP process.

4. Objective:

The objective of this RFP is to procure 100 No's of All-In-One computers with three years warranty and two years AMC in Canara Bank

5. Requirement Details:

- 5.1. Bank intends for the procurement of All-In-one computers for Branches/Offices of the Bank. In this connection, Bank invites proposal/offers in GeM portal from prospective bidders for the Supply, Installation, Configuration, Implementation and Maintenance of 100 No's of All-In-One computers with three years' warranty and two years AMC as per the terms & conditions, Technical Specifications and Scope of Work described elsewhere in this document. The brief description of All-In-One computers is furnished in following table:

| Item Details | Quantity | Location |
|--|----------|---------------------------------------|
| Supply, Installation, Configuration, Implementation and Maintenance of 100 No's of All-In-One computers with three years' warranty and two years AMC in Canara Bank as per Technical Specifications narrated in Annexure-2 | 100 | Delivery Locations as per Annexure-16 |

- 5.2. It may be noted that the requirement given in this RFP is indicative only and may vary as per actual needs. Also note that there is no minimum purchase commitment by the Bank to the selected bidder.

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

6. Participation methodology:

- 6.1. In this RFP 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. If participated, the bids of Principal/OEM/OSD and the authorized bidder/s are liable for rejection.
- 6.2. 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 RFP for the same item/product/service.
- 6.3. If any product of Principal/OEM/OSD is being quoted in this RFP, the Principal/OEM/OSD cannot bid for any other Principal's/OEM's/OSD's product. If participated, the bids of Principal/OEM/OSD and the authorized bidder/s are liable for rejection.
- 6.4. 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 providing All-In-One computer i.e., technology, personnel, financial and any other infrastructure that would be required to meet intent of this RFP at no additional cost to the bank.

7. Pre-Qualification Criteria:

- 7.1. Interested bidders, who are capable to Supply, Installation, Configuration, Implementation and Maintenance of All-In-One computers in Canara Bank and meet the Pre-Qualification Criteria as per Annexure-5, may respond.
- 7.2. Non-compliance to any of the Pre-Qualification criteria would result in outright rejection of the bidder's proposal. The bidder is expected to provide proof for each of the points for Pre-Qualification evaluation. The proof provided must be in line with the details mentioned in "Documents to be submitted for Compliance". Any credential detail mentioned in "Pre-Qualification Criteria Compliance" not accompanied by relevant proof documents will not be considered for evaluation.
- 7.3. Canara Bank, reserves the right to verify/evaluate the claims made by the bidder independently and seek further documents without any limitation for evaluating the offer. Any deliberate misrepresentation will entail rejection of the offer.

8. Bid Validity Period:

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

9. Scope of Work:

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

- 9.2. For smooth completion of project, the selected bidder should identify two of its representatives as primary point of contact for the Bank.
- 9.3. Project implementation team should be conversant with local rules and conditions to resolve the issues, if any.

10. Training:

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

11. Delivery & Installation:

- 11.1. Bank shall provide the address and contact details for delivery of required Hardware/software & other items as mentioned in Technical Specifications (Details provided elsewhere in the document) while placing the order. Delivery of all hardware & Software should be within **6 weeks** from the date of acceptance of the Purchase Order or **7 weeks** from the date of Purchase Order whichever is earlier for all the locations. It will be the sole responsibility of the vendor to submit any form required for release of shipment from the check post.
- 11.2. Bidder should ensure installation, configuration, Integration, Implementation and commissioning of the delivered Hardware & Software and complete all the works specified in the Scope of Work at the bank branch/office within **4 weeks** from the date of delivery of all the materials for each ordered locations.
- 11.3. Bank reserves the right to change/modify locations for supply of the solution. In the event of any change/modification in the locations where the solution to be delivered, the bidder in such cases shall deliver, install and commission at the modified locations at no extra cost to the Bank. However, if the hardware, software and other items are already delivered, and if the modifications in locations are made after delivery, the bidder shall carry out installation and commissioning at the modified locations without any extra cost to the Bank. The Warranty/AMC (if contracted) should be applicable to the altered locations also.
- 11.4. The Installation will be deemed as incomplete if any component of the hardware or software is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank after acceptance testing/ examination. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted and the warranty period will not commence. The installation will be accepted only after complete commissioning of hardware.
- 11.5. Commissioning of the hardware and software will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this Tender.
- 11.6. Partial or incomplete or damaged delivery of materials will not be considered as delivered of all the ordered materials. Date of delivery shall be treated as date of last material delivered to the ordered locations if materials are not damaged. In case materials are delivered with damage, Date of delivery shall be treated as date of replacement of damaged material with new one. Delivery payment shall be paid against completion of delivery of all the ordered materials without any damage and proof of delivery duly certified by Bank's Officials, along with delivery payment claim letter.

12. Pre-Dispatch Inspection (PDI)

- 12.1. The Bank and/or its nominated officials/consultants may carry out pre-dispatch inspection of all ordered equipment or any part thereof before delivery. On account of PDI, there will not be any change in delivery terms and conditions. However, the bank will have the discretion to conduct PDI.
- 12.2. The selected bidder shall inform his readiness for pre-dispatch inspection at least 7 days in advance. However, if the PDI is not conducted within seven days from the date of readiness for PDI given by the Vendor for the reason attributable to the Bank and/or Bank's PDI Vendor, Bank will extend the date of Delivery to the extent of delay in conducting PDI. Inspection of the ordered equipment to be supplied to the Bank shall be carried out at bidder's site/facility. There shall not be any additional charges payable by the Bank for such inspection. However, the Bank will have the discretion to recover the costs related to travel and stay of its staff/consultants from the bidders if the ordered equipment offered for inspection are not as per the Bank's order or if the vendor fails to comply with the test and inspection procedure.

13. Uptime:

- 13.1. The bidder shall guarantee a **24x7x365** availability with monthly uptime of **99.90%** for the All-In-One computers, during the period of the Contract and also during AMC/ATS, if contracted, which shall be calculated on monthly basis.
- 13.2. 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.
- 13.3. If the Bidder is not able to attend the troubleshooting calls on solution working due to closure of the office/non-availability of access to the solution, the response time/uptime will be taken from the opening of the office for the purpose of uptime calculation. The Bidder shall provide the Monthly uptime reports during the warranty period and ATS period, if contracted.
- 13.4. The Downtime calculated shall not include any failure due to bank, third party and Force Majeure.
- 13.5. The percentage uptime is calculated on monthly basis as follows:

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

- 13.6. Contracted minutes of a month = No. of days in that month X 24 X 60.

14. Penalties/Liquidated Damages:

- 14.1. Penalties/Liquidated damages for delay in Supply, Installation, Configuration, Implementation and Maintenance of All-In-One computers and Other related items would be as under:
- 14.1.1. Non-compliance of the Supply/delivery as per clause 11.1 will result in the Bank imposing penalty of 0.50% on delay in delivery per week or part thereof (Plus

GST), on the invoice value of All-In-One computers& Other Items (exclusive of Taxes) location/office address wise.

14.1.2. Non-Compliance of the Installation, configuration, implementation as per clause 11.2 will result in the Bank imposing penalty of 0.50% on delay in installation per week or part thereof (Plus GST), on the invoice value of All-In-One computers& Other Items (exclusive of Taxes) location/office address wise.

14.1.3. However, the total Penalty/LD to be recovered under above clause 13.1 and 13.2 shall be restricted to 10% of the total value of the order Plus GST.

14.2. Penalties/Liquidated damages for not maintaining uptime:

14.2.1. If the bidder fails to maintain the guaranteed Uptime during Warranty and AMC/ATS period (if contracted), the penalty for Uptime will be deducted as under:

| Level of availability calculated on monthly basis | Penalty Amount |
|---|---|
| 99.90% and above | No penalty |
| 98.90% to 99.89% | 0.10% (plus GST) on purchase order value (exclusive of taxes) for every hour or part thereof. |
| 97.90% to 98.89% | 0.20% (plus GST) on purchase order value (exclusive of taxes) for every hour or part thereof. |
| 96.90% to 97.89% | 0.30% (plus GST) on purchase order value (exclusive of taxes) for every hour or part thereof. |
| 96.50% to 96.89% | 0.40% (plus GST) on purchase order value (exclusive of taxes) for every hour or part thereof. |

14.2.2. The Maximum Penalty levied under the above clause shall not be more than 10% of the Order value during warranty period. The maximum penalty levied shall not be more than the 50% of AMC/ATS amount payable for one year (plus GST) after warranty period.

14.2.3. If monthly uptime is less than 96.50%, the Bank shall levy penalty as above and shall have full right to terminate the contract under this RFP or AMC/ATS, if contracted. The right of termination shall be in addition to the penalty. The above penalty shall be deducted from any payments due to the bidder (including AMC/ATS payments).

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

14.4. The selected bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.

14.5. 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.

14.6. 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 non-performance.

- 14.7.** Any financial loss to the Bank on account of fraud taking place due to selected 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.
- 14.8.** 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 selected bidder.
- 14.9.** The liquidated damages/penalties 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.
- 14.10.** All the above LDs are independent of each other and are applicable separately and concurrently.
- 14.11.** LD is not applicable for the reasons attributable to the Bank and Force Majeure. However, it is the responsibility/onus of the selected bidder to prove that the delay is attributed to the Bank and Force Majeure. The selected bidder shall submit the proof authenticated by the selected bidder and bank's official that the delay is attributed to the Bank and Force Majeure at the time of initial payment

15. Payment Terms:

- 15.1.** Payment will be released after execution of Contract Agreement and the schedule will be as under:

| Sl. No. | Payment Stages | Percentage of Payment for the warranty period of 3 Years.(As mentioned in the Table A) | Condition/Remarks |
|---------|--|--|---|
| 1. | Supply and Delivery of Hardware, Software & other items | 60% | After complete delivery of Hardware, Software and other items on production of relevant documents like delivery signoff and invoice with product serial number of the items supplied. |
| 2. | Installation & Maintenance | 30% | After successful installation as per Scope of Work and Technical requirements. The invoice and installation report should contain the product serial number of the items supplied. |
| 3. | After Completion of Warranty Period (i.e. three years). Warranty period will | 10% | After completion of warranty period and after deducting applicable penalties and Liquidated damages. Or |

| | | | |
|----|--|-----------------------|---|
| | start from the date of acceptance of solution by the Bank. | | On submission of a bank guarantee for equivalent to 10% of the remaining payment. |
| 4. | AMC as mentioned in Table B | Quarterly in arrears. | |

- 15.2. Bank will release the payment on completion of activity and on production of relevant documents/invoices. Please note that Originals of invoices (plus One Copy) reflecting GST, GSTIN, HSN Code, State Code, State Name, Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office and Manufacturer's/ Supplier's Warranty Certificate should be submitted while claiming payment in respect of orders placed.
- 15.3. The vendor has to submit installation report/Sign off report duly signed by the Bank officials of the respective Branch/offices in originals while claiming payment. The invoice and installation report should contain the product serial number of the items supplied.
- 15.4. Bank will not pay any amount in advance.
- 15.5. Payment shall be released within 30 days from submission of relevant documents as per RFP terms.
- 15.6. The bank shall finalize the installation and Acceptance format mutually agreed by the bidder. The bidder shall strictly follow the mutually agreed format and submit the same for each location wise while claiming installation and acceptance payment.
- 15.7. The payments will be released through NEFT / RTGS after deducting the applicable LD/Penalty, TDS if any, by centrally by Head Office at Bengaluru and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.

16. Security:

- 16.1. The selected bidder has to use standard procedures like hardening, dedicated configuration in order to comply security standards including cyber security.
- 16.2. 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.
- 16.3. The selected bidder will ensure the software delivered is in conformity with security standards and is without any security vulnerability.
- 16.4. The Bank may conduct security audit in the proposed solution after complete implementation.
- 16.5. The selected bidder has to do necessary changes in the configuration directed by security team of the bank after security audits like VAPT, Code Audit etc. without disturbing the production and existing backed up copies.
- 16.6. The Bidder has to follow the industry best practices in Configuration of Operating System and other Software's.
- 16.7. Any kind of change like update, upgrades etc. in the system after complete installation will not lead into any commercial during contract tenure.

- 16.8. Bidder should take adequate security measures to ensure confidentiality, integrity and availability of the information.
- 16.9. 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.
- 16.10. 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.

17. Acceptance:

- 17.1. Bank will evaluate the offered Solution implemented by the bidder. If the Solution experiences no failures and functions according to the requirements of the RFP as determined by the Bank during the implementation period, then the solution will be accepted by the Bank and the project will be considered as deemed signed-off.
- 17.2. After the Solution has been accepted by the Bank, the Vendor may submit an invoice for the Solution.
- 17.3. The warranty will cover all supplied components includes Hardware, software and other items will start after project acceptance & Signoff.

18. Software, Drivers and Manuals:

- 18.1. The bidder shall supply along with each item all the related documents, Software Licenses loaded in the Hardware items without any additional cost. The documents shall be in English. These will include but not restricted to User Manual, Operation Manual, Other Software and Drivers etc.
- 18.2. All related documents, manuals, catalogues and information furnished by the bidder shall become the property of the Bank.

19. Warranty:

- 19.1. The bidder has to provide comprehensive On-site warranty for Three (3) years for Hardware and other items.
- 19.2. The Bidder warrants that the Software/Solution/Hardware will be free of defects in workmanship and materials for a period of time consistent with industry standards and the nature of the Software ("Warranty Period").
- 19.3. The warranty will cover all supplied components includes Hardware & other items and will start after project acceptance & Signoff.
- 19.4. The Software, Hardware & other items deployed for this project shall be under Comprehensive Onsite Warranty covering update of software, Hardware and maintenance or support for its proper operation, performance and output as specified in the tender technical specifications for a period of Three year from the Date of Acceptance of the Solution.
- 19.5. If the Software/Hardware/Solution does not perform in accordance with the Contract during the Warranty Period, then the Bidder shall take such steps as necessary to repair or replace the Software/Hardware/Solution. Such warranty service shall be provided at

the Vendor's expense and shall include all media, parts, labour, freight and insurance to and from the Department's site.

- 19.6. Warranty service may be provided by a third party, provided such third party is authorized to perform warranty service by the Bidder or, if the Bidder is not the Manufacturer, by the Manufacturer prior to the RFP closing date and time.
- 19.7. If any defect in the Software/Hardware/Solution is not rectified by the Bidder before the end of the Warranty Period, the Warranty Period shall be extended until, in the opinion of the Bank: a) the defect has been corrected; and b) the Software/Hardware/Solution functions in accordance with the Contract for a reasonable period of time.
- 19.8. Despite any other provision, the Bank, may return a defective Software/Hardware/Solution to the Bidder within Sixty (60) days of delivery of the Software/Hardware/Solution and the Bidder shall immediately provide full exchange or refund. For the purpose of this section, "defective Solution" includes, but is not limited to: a) broken seals; b) missing items; and c) Software that are not the most current version at the time of shipping.
- 19.9. The Bidder shall provide, after the warranty commences for all Software/Solution components, telephone support to the Bank during Business Days for assistance with the operation of the Software/Solution.
- 19.10. The bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship. Bidder must warrant all components, accessories, spare parts etc. against any manufacturing defects during the warranty period.

20. Scope Involved During Warranty and AMC/ATS Period (if contracted):

During the period of contract, up to completion of Warranty and also during Annual Maintenance Support/ Annual Technical Support (if contracted), the bidder shall do the following:

- 20.1. During the period of contract, up to completion of Warranty and also during Annual Maintenance Cost/Annual Technical Support [if contracted], the bidder should inform Bank about all release/version change of patches/ upgrades/ updates of hardware/software/ OS/ middleware etc. as and when released by the selected bidder/OSD.
- 20.2. If any software, License and Hardware updates provided by the OSD as free of cost, it should be provided and installed& configured by the selected bidder free of cost to the Bank during Warranty and AMC support [If contracted].
- 20.3. Any corruption in the software/License/Hardware shall be rectified during the full period of the contract including Warranty and AMC/ATS, if contracted, at no extra cost to the Bank.
- 20.4. The vendor shall make availability of spare parts/services, components etc. as and when required, and complete maintenance of the software and hardware during warranty period and AMC/ATS (if contracted).
- 20.5. The support shall be given in person only.

- 20.6. Only licensed copies of software shall be supplied. The bidder shall grant an irrevocable perpetual license to the Bank to use the software. Further, all software supplied shall be of latest version.
- 20.7. The bidder shall provide centralized complaint booking/lodging facility to the bank and the dash board, if available, shall be provided to the Bank. The method of booking complaints shall be E-mail, Toll-free no, on line portal, web, etc.
- 20.8. Escalation matrix should be provided for support, technical, project etc.

21. Annual Maintenance Contract (AMC) / Annual Technical Support (ATS) (if contracted):

- 21.1. At the time of submission of bids, the Bidder has to quote AMC/ATS for Hardware (including OS), software, License Items for Three (3) years after completion of three (3) year warranty period, in the commercial Bid separately for comprehensive maintenance contract.
- 21.2. The Bank, at its discretion may enter into Annual Maintenance Contract (AMC)/ Annual Technical Support (ATS) of hardware, software, License supplied with the bidder after completion of respective warranty periods.
- 21.3. Support for maintenance of solution (including Hardware, Software, OS and software license) supplied should be available for a minimum period of Three (3) years, covering all parts, maintenance and support, after expiry of warranty period.
- 21.4. The Bank will pay AMC/ATS charges for Solution (including hardware, software OS and license) after the end of warranty period. Such payment shall be released quarterly in arrears after satisfactory completion of service during the period and submission of reports and invoices.
- 21.5. During the Warranty and AMC/ATS (if contracted) period, the Bidder should extend On Site Service and Support whenever and wherever required. The scope of Warranty and AMC (if contracted) shall include:
- 21.5.1. Rectification of Bugs/defects if any.
 - 21.5.2. Ensuring uptime of 99.90%
 - 21.5.3. Preventive Maintenance.
 - 21.5.4. Maintenance of Hardware/Software/License supplied.
- 21.6. It may be noted that the Bank reserves the right to demand additional performance Bank Guarantee (as per Appendix-G) to the tune of 15% of the value of the Purchase Order, if AMC/ATS charges quoted by the bidder are abnormally low (i.e. AMC/ATS Cost percentage per annum should not be less than 5% of the cost of Hardware, software and License). The Bank has discretion to consider such offer or for seeking clarification from the bidder to decide for consideration. This Bank Guarantee will be towards contractual/AMC/ATS obligations of the bidder. Bidder shall quote the charges of AMC/ATS as per the Bill of Material (**Annexure-11**). This Bank guarantee shall be submitted within 15 days from the date of acceptance of the order which shall cover warranty and AMC/ATS period with a claim period of 3 months. The bidder has to submit this Bank guarantee in addition to the Security Deposit/Bank Guarantee as specified in **Annexure-14**. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and warranty period.

22. Local Support:

- 22.1. The selected bidder should be capable of meeting the service & support standards as specified in this Bid.
- 22.2. The selected bidder shall provide Warranty and AMC support [if contracted] during office Hours on all Bank Working days of the year for all the locations.
- 22.3. **Response Time and Meantime to Restore [MTTR]**
- 22.3.1. Response Time shall be 6 hours. MTTR shall be a Business day
- 22.3.2. Time specified above is from lodging of complaint.
- 22.3.3. However, penalties will be applied as per clause 13.

23. Mean Time Between Failures (MTBF):

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

24. Software, Drivers and Manuals:

- 24.1. The selected bidder shall supply along with each item all the related documents, Software Licenses loaded in the Hardware items without any additional cost. The documents shall be in English. These will include but not restricted to User Manual, Operation Manual, Other Software and Drivers etc.
- 24.2. All related documents, manuals, catalogues and information furnished by the selected bidder shall become the property of the Bank.

25. 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.

26. Defect liability:

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

27. Make and Models:

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

28. Software Version:

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

29. Documentation:

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

30. Insurance:

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

31. Guarantees:

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

32. Subcontracting:

- 32.1. 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.
- 32.2. In case subcontracting is warranted in interest of the project, the selected bidder should take consent of the Bank before undertaking any such agreement. The selected bidder should further ensure subcontracting agreement is vetted by the Bank.
- 32.3. Even if the selected bidder gets into subcontracting, accountability and responsibility of the resource provided shall lie with selected bidder only. Bank shall hold correspondence only with the selected bidder.
- 32.4. The selected bidder should not sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (refer: F/No.6/18/2019-PPD dated 23/07/2020 of Public Procurement Division, Department of Expenditure, Ministry of Finance). Any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

33. Clarification to the RFP and Pre-Bid Queries:

- 33.1.** The bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases should seek clarification in writing in the same serial order as that of the RFP by mentioning the relevant page number and clause number of the RFP.
- 33.2.** All communications regarding points requiring clarifications and any doubts shall be given in writing to the Deputy General Manager, Canara Bank, DIT Wing, HO (Annex), #14, Naveen Complex, MG Road, Bengaluru - 560001 in email to dittenders@canarabank.com by the intending bidders as per the bid schedule.
- 33.3.** No queries will be entertained from the bidders after the due date and time mentioned in the RFP document.
- 33.4.** No oral or individual consultation will be entertained.

34. Pre-Bid meeting:

- 34.1.** A pre-bid meeting of the intending bidders will be held on the date & time and at the venue specified below to clarify any point/doubt raised by them in respect of this tender. No separate communication will be sent for this meeting.

| Pre-Bid Date and Time | Pre-Bid Venue |
|----------------------------|---|
| 28-02-2023 16:00:00 | Prospective bidders can send the participant mail ids for pre bid meeting to blrtms@canarabank.com for getting invitation link and the meeting will be conducted through Microsoft Teams/Video Conference. For any queries on GeM GTC, bidders have to take up with GeM representatives/helpdesk. Pre bid Queries should be sent to E-mail blrtms@canarabank.com and must reach us on or before 27.02.2023, Monday at 5.00pm. Queries reaching afterwards will not be entertained. |

- 34.2.** If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested bidders shall be present during the scheduled time. In this connection, Bank will allow maximum of Two (2) representatives from each bidder to participate in the pre-bid meeting.
- 34.3.** Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 34.4.** Bank will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the bidders in the meeting.
- 34.5.** The Bank will consolidate all the queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's website (<https://canarabank.com/tenders.aspx>) and GeM portal. No individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/ amendments/ corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.
- 34.6.** Non reply to any of the queries raised by the vendors during pre-bid Meeting shall not be considered as acceptance of the query/issue by the Bank.

35. Amendment to Bidding Document:

- 35.1. 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.
- 35.2. 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.
- 35.3. 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.

36. Costs & Currency:

The Offer must be made in Indian Rupees only as per Bill of Material (**Annexure-11**).

37. Erasures or Alterations:

The Offers containing erasures or alterations or overwriting will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. The Bank may treat such Offers as not adhering to the tender guidelines and as unacceptable.

38. Assumptions/Presumptions/Modifications:

The Bank would like to expressly state that any assumption, presumptions, modifications, terms, conditions, deviation etc., which the bidder includes in any part of the bidder's response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, presumptions, modifications, terms, conditions deviations etc., have been accepted by the Bank and communicated to the bidder in writing. The bidder at a later date cannot make any plea of having specified any assumption, terms, conditions, deviation etc. in the bidder's response to this RFP document. No offer can be modified or withdrawn by a bidder after submission of bid/s.

39. Preliminary Scrutiny:

- 39.1. 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.
- 39.2. 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 requirements and bidding document is submitted without any deviations.

40. Clarification of Offers:

- 40.1. 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 bidder's response will necessarily be in writing and it should be submitted within the time frame stipulated by the Bank.

- 40.2. 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.

41. Evaluation of Bids:

- 41.1. 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.
- 41.2. Technical Proposal: The Technical Proposal submitted by the bidders will be evaluated based on documents submitted against this RFP and Bank will seek clarification, if required.
- 41.2.1. The technical proposal evaluation will be for technical evaluation parameters as per Annexure-2.
- 41.3. Commercial Bid: The Commercial Bid of only those bidders who qualified in Technical Proposal will be opened and will be evaluated.

42. Normalization of Bids:

- 42.1. 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;
- 42.1.1. Incremental bid submission in part of the requested clarification by the Bank.
- OR**
- 42.1.2. Revised submissions of the entire bid in the whole.
- 42.2. 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.
- 42.3. The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

43. Responsibilities of the bidder:

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

- 43.1. The bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition.
- 43.2. The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
- 43.3. No attempt by the bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- 43.4. Each bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with CANARA BANK. In case such conflicts of interest do arise, the bidder must indicate the manner in which such conflicts can be resolved.
- 43.5. The bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The bidder represents that all software and hardware to be supplied in response to this RFP shall meet the requirement of the solution/service proposed by the bidder. The bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP.
- 43.6. The bidder should abide by guidelines issued by RBI Master Direction on outsourcing of IT services.

44. Proposal Ownership:

The proposal and all supporting documentation submitted by the bidder shall become the property of the Bank. As the bidder's proposal is central to the evaluation and selection process, it is important that, the bidder carefully prepares the proposal as per the prescribed format only. Bidders must provide categorical and factual replies to specific questions. Bidders may provide additional technical literature relating to their proposal but in a separate Annexure. Correct and current technical details must be completely filled in. The Appendices/Annexures to this RFP shall form integral part of the RFP.

45. Project Ownership:

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

- 45.2. Ownership letter by the bidder to be submitted (Undertaking letter by the bidder taking the ownership of the project execution) in case third party also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership.
- 45.3. The bidder also has to submit a certificate/Letter from OEM that the proposed product any other related software offered by the bidder to the Bank are correct, viable, technically feasible for implementation and it will work without any hassles.

46. Right to Alter Quantities/Location:

In the event of changes in plans of the Bank, Bank reserves the right to alter the quantities / locations for implementing the product by adding/deleting/substituting the devices/locations, etc., from the one specified in the tender at the same rate arrived on the same terms and conditions of this RFP.

47. Acceptance of Offer:

- 47.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 47.2. The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.
- 47.3. The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender the RFP with or without modifications. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.
- 47.4. 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.

48. 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.

49. Execution of Agreement:

- 49.1. Within 21 days from the date of acceptance of the Purchase Order or within 30 days from the date of issue of Purchase Order whichever is earlier, the selected bidder shall sign a stamped "Agreement" with the Bank at Bengaluru as per the format provided by the Bank. Failure to execute the Agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected bidder.

- 49.2. The Agreement shall include all terms, conditions and specifications of RFP and also the Bill of Material and Price, as agreed finally after bid evaluation. The Agreement shall be executed in English language in one original, the Bank receiving the duly signed original and the selected bidder receiving the photocopy. The Agreement shall be valid till all contractual obligations are fulfilled.
- 49.3. 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.

50. Pricing & Payments:

- 50.1. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract including warranty period.
- 50.2. From the date of placing the order till the delivery of the systems, if any changes are brought in the duties such as excise/customs etc., by the Government resulting in reduction of the cost of the systems, the benefit arising out of such reduction shall be passed on to the Bank.

51. Order Cancellation/Termination of Contract:

- 51.1. 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:
- 51.1.1. Delay in delivery of product in the specified period.
 - 51.1.2. Serious discrepancies noted in the inspection.
 - 51.1.3. Breaches in the terms and conditions of the Order.
- 51.2. 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:
- 51.2.1. Non submission of acceptance of order within 7 days of order.
 - 51.2.2. Excessive delay in execution of order placed by the Bank.
 - 51.2.3. The selected bidder commits a breach of any of the terms and conditions of the bid.
 - 51.2.4. The bidder goes in to liquidation voluntarily or otherwise.
 - 51.2.5. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
 - 51.2.6. The progress made by the selected bidder is found to be unsatisfactory.
 - 51.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
 - 51.2.8. If found blacklisted by any Govt. department/ PSU/ other banks etc., during the course of contract.
- 51.3. Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services without assigning any reasons.
- 51.4. 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's 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.

51.5. 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.

51.6. 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.

52. General 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.

53. Roles & Responsibility during Project Implementation:

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

53.2. 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.

53.3. In case of any damage of Bank's property during execution of the work is attributable to the bidder, bidder has to replace the damaged property at his own cost.

54. Responsibilities of the selected bidder:

54.1. 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.

54.2. 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.

54.3. 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.

55. Human Resource Requirement:

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

- 55.1. The selected bidder shall provide a contingent of well trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc. as part of the solution/service.
- 55.2. The selected bidder shall confirm that every person deployed by them on the project has been vetted through a third-party background check prior to their engagement. The selected bidder shall manage the activities of its personnel or others engaged in the project, etc. and shall be accountable for all the personnel deployed/engaged in the project.
- 55.3. In case the performance of the selected bidder/their CSP/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, the selected bidder shall have to replace the said person within the time limits stipulated by the Bank. Where the bidder fails to comply with the Bank's request, the Bank may replace the said person or their agents/employees on its own.
- 55.4. No right to employment in the Bank shall accrue or arise to the employees or agents of the selected bidder, by virtue of engagement of employees, agents, etc. of the selected bidder for any assignment under this project. It is further clarified that the arrangement herein with the selected bidder is a contract for service.
- 55.5. The selected bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for all critical activities.
- 55.6. The selected bidder shall extend all of the outsourced banking and financial services by deploying such personal that have high integrity and meet the qualifications and other criteria stipulated by the Reserve Bank of India , Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time ,as per the provisions of Minimum Wages Act 1948.

56. Responsibility for Completeness:

- 56.1. The selected bidder shall ensure that the product provided [Hardware/Software etc.] meets all the technical and functional requirements as envisaged in the scope of the RFP.
- 56.2. The selected bidder shall deliver, install, configure the supplied Product/Solution as per Technical specification and Scope of Work described elsewhere in the RFP and arrange for user level demo at selected bidder's cost as per accepted time schedules. The selected bidder is liable for penalties levied by Bank for any deviation in this regard. The selected bidder shall provide for all drivers/software required to install, customize and test the system without any further charge, expense and cost to Bank.
- 56.3. The selected 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 selected 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.

57. Inspection of Records:

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

58. 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.

59. Assignment:

- 59.1. The selected bidder shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's prior written consent.
- 59.2. If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the selected bidder under this RFP.

60. 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.

61. Intellectual Property Rights:

- 61.1. 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.
- 61.2. 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.

61.3. 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.

61.4. 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.

62. Confidentiality and Non-Disclosure:

62.1. The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking as given in Annexure-8.

62.2. No media release/public announcement or any other reference to the RFP or any program thereunder shall be made without the written consent of the Bank, by photographic, electronic or other means.

63. Indemnity:

63.1. 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:

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

63.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;

63.1.3. 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.

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

- 63.1.5. 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.
- 63.1.6. 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.

64. Force Majeure:

- 64.1. 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.
- 64.2. 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.
- 64.3. 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.
- 64.4. 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.

65. Corrupt and Fraudulent Practices:

- 65.1. 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:
- 65.2. "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
- 65.3. "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.

- 65.4. 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.
- 65.5. 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.
- 65.6. 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.
- 65.7. 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.
- 65.8. The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for Solution/service by the Bank.

66. 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.

67. Amendments to the Agreement:

Once agreement is executed with the selected 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.

68. Modification/Cancellation of RFP:

The bank reserves the right to modify/cancel/re-tender without assigning any reasons whatsoever. The bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection/cancellation.

69. Social Media Policy:

- 69.1. No person of the bank or the contractors and third parties shall violate the social media policy of the bank.
- 69.2. 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:
- 69.3. Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.

- 69.4. 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.

70. Right to audit:

- 70.1. The selected bidder has to get itself annually audited by internal/ external empaneled Auditors appointed by the Bank/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank /such auditors in the areas of products (IT hardware/software) and services etc., provided to the Bank and the selected bidder is required to submit such certification by such Auditors to the Bank. The selected bidder and or his/their outsourced agents/subcontractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the selected bidder. The selected bidder shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.
- 70.2. Where any deficiency has been observed during audit of the selected bidder on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the selected bidder 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 selected bidder shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- 70.3. The selected bidder shall, whenever required by the Bank, furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank /Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/or retain for any relevant material information/reports including auditor review reports undertaken by the selected bidder (e.g., financial, internal control and security reviews) and findings made on selected bidder in conjunction with the services provided to the Bank.

71. 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.

72. Legal Disputes and Jurisdiction of the court:

- 72.1. The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation or enforce the performance

of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

72.2. All disputes and controversies between Bank and bidder shall be subject to the exclusive jurisdiction of the courts in Bengaluru and the parties agree to submit themselves to the jurisdiction of such court as this RFP/Contract agreement shall be governed by the laws of India.

73. Purchase Preference to Micro and Small Enterprises (MSEs), Start-ups 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.

74. Micro & Small Enterprises [MSEs]:

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

74.1. MSEs should provide proof of their being registered as MSE for the item under Tender/ RFP along with their offer, with any agency mentioned in the Notification, including:

- 74.1.1. District Industries Centers or
- 74.1.2. Khadi Village Industries Commission or
- 74.1.3. Khadi & Village Industries Board or
- 74.1.4. Coir Board or National Small Industries Corporation or
- 74.1.5. Directorate of Handicrafts & Handloom or
- 74.1.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
- 74.1.7. Udyam Registration Certificate

74.2. MSEs are exempted from paying EMD, subject to furnishing of Valid certificate for claiming Exemption.

74.3. 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 two years from being eligible to submit Bids for contracts with Canara Bank as per Annexure-4.

74.4. 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.

74.5. The details are available on web site dcmsme.gov.in Interested vendors are requested to go through the same for details.

75. Start-up:

75.1. 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.

- 75.2.** 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 Start-ups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in tender document.
- 75.3.** Further, the Start-ups are also exempted from submission of EMDs.
- 75.4.** For availing the relaxations, bidder is required to submit requisite certificate towards Start-up 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.
- 75.5.** 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 two years from being eligible to submit Bids for contracts with Canara Bank as per Annexure-4.

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

Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 has notified revised guidelines to be followed to promote manufacturing and production of goods and services in India under "Make in India" initiative.

- 76.1.** "Local content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- 76.2.** "Class-I Local Supplier" means a supplier or service provider whose goods, services or works offered for procurement meets the minimum local content as prescribed for Class-I local supplier under this order.
- 76.3.** "Class -II Local Supplier means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class -II Local supplier' but less than that prescribed for 'Class -I Local supplier' under this order.
- 76.4.** 'Non-Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement has local content less than that prescribed for 'Class-II Local Supplier' under this order.
- 76.5.** The 'local content' requirement to categorize a supplier as 'Class I Local Supplier' is minimum 50%. For 'Class-II Local supplier' the 'local content' requirement is minimum 20%.
- 76.6.** The margin of Purchase preference shall be 20%.
- 76.7.** Purchase preference for local supplier, 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.

- 76.8.** The 'Class -I Local supplier'/'Class -II Local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class -I Local supplier'/'Class-II Local supplier' as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- 76.9.** In cases of procurement for a value in excess of Rs.10 Crores, the 'Class-I Local supplier'/'Class -II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost account or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- 76.10.** 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.
- 76.11.** 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.
- 76.12. Ministry of Electronics and Information Technology (MeitY):**
- 76.12.1.** 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 issued revised Public Procurement (Preference to Make in India) Order 2019 for cyber security products vide reference File No.1(10)/2017-CLES dated 06/12/2019.
- 76.12.2.** The bidders complying with all the guidelines in this regard and providing supporting documents along with the bid can only participate in this bid.
- 76.13.** 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.

Annexure-1

Scope of Work

SUB: Supply, Installation, Configuration, Implementation and Maintenance of 100 No's of All-In-One computers with three years' warranty and two years AMC.

Ref: GEM/2022/B/3065272 dated: 02/02/2023.

All points mentioned in scope of work are mandatory to comply and non-compliance to any of the point lead to disqualification of the bidder during evaluation.

| Sl. No. | Broad Scope of Work | Compliance (Yes/No) |
|---------|--|---------------------|
| 1. | The Scope of the work is for Supply, Installation and Maintenance of All-in-One Desktop Computers as per the quantity. | |
| 2. | The Bidder should maintain the system during warranty period. During the warranty period, the Bidder is bound to do all hardware spares replacement without extra cost to Bank covering all parts & labour from the date of acceptance of the systems by Canara Bank at the respective locations i.e. on-site comprehensive warranty. | |
| 3. | The Bidder shall deliver All-in-One Desktop Computers at the respective locations as per the Delivery Schedule on receipt of the Purchase Order from the Bank. | |
| 4. | For each location, the Bidder is expected to provide All-in-One Desktop Computers with the related hardware, all subsystems, operating systems, system software, software drivers and manuals etc. The software version installed on the All-in-One Desktop Computers provided by the Bidder should be uniform. | |
| 5. | The Bidder will be the single point of contact to the Bank. | |
| 6. | The configuration as per the technical and other specifications of the All-in-One Desktop Computers must be functional and installed from the day one. | |
| 7. | In case hard disk of the All-in-One Desktop Computer is to be replaced, Bank will degauss the Hard Disk. Only degaussed hard Disk will be returned to the successful Bidder after installation of new Hard Disk and required installation (including OS & Software). | |
| 8. | Installation/Configuration of Existing Antivirus solution (Bank is having necessary License) and Migrating the All-in-One Desktop Computers to Desktop Management System (DMS). Migration steps will be provided to the selected Bidder. | |
| a | The Customized Windows 10 Professional OS Image DVD (with preinstalled applications & settings) will be provided by the Bank at the time of awarding Purchase order (For the selected Bidder). The Image provided by the bank only should be used for installation of All-in-One Desktop Computers of Canara Bank only. | |
| b | The Bidder has to follow the guidelines of the Bank such as providing "HOST NAME", "Updating Antivirus definition" etc., as per the Bank's policy during the downgrade process. | |
| 9. | The bidder(s) must undertake to provide Post Warranty on-site Maintenance Support for supplied All-in-One Desktop Computers with operating system and arrange for spare parts for a minimum period of 2 year after expiry of warranty period for all Hardware items. The Bidder shall provide service/support from 9 am to 7 pm on all Bank's working day for Branches / Offices with maximum resolution/response time specified in the RFP. | |

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| | | |
| 10. | The successful Bidder has to ensure the transferring of Data/Files/installed software from old Desktop Computers (if any) to the supplied All-in-One Desktop Computer as required by the Bank. Data transfer shall be done through USB or LAN without any extra cost. The successful Bidder is also required to transfer user files to new All-in-One Desktop Computers from old Desktop Computers in branch/office and after data transfer the old Desktop Computers should be formatted without any additional cost. | |
| 11. | Bidder has to arrange for taking backup of existing Desktops for data migration from the existing machine to new machine in case of replacement of Desktops Computers. The following activity also to be completed by the Bidder while installation of the Desktops in the Branches / Offices :- | |
| a | Installation of MS Office (Wherever required). | |
| b | Installation of Antivirus. | |
| c | Installation of Unicode Hindi fonts and other utilities. | |
| d | Making necessary configuration required for working of FlexCube and Biometric device installation and ensure functioning of CBS application | |
| e | Joining with Bank's Active Directory and PC naming. | |
| f | IE Settings, Printer settings, Email Configuration etc. to be done and the same will be provided to the bidder. | |
| g | The required software will be provided by the bank. Bidder has to update the OS patches also for entire contract period. | |
| 12. | Installation/reinstallation of Operating System after formatting of the All-in-One Desktop Computers due to any reason whatsoever during warranty/AMC period (if contracted) shall be done by the bidder without any extra cost to the Bank. Before formatting, backup of data and restoration of data after OS installation is bidder's responsibility. After Installation/ or reinstallation bidder has to complete the activity and /or install the software mentioned in Scope of Work. | |
| 13. | In case of Replacements of old Hardware Items with the newly ordered Hardware Items in the Branches/Offices. The end-to-end activity to be taken care by the selected bidder and all the charges related to the activity to be included in the cost price of the item itself, whether it is explicitly mentioned in the RFP or not. Bank will not pay any extra cost for the same. | |
| 14. | Replacement of existing old hardware items should be done with minimum disturbance to the Branches/Offices so as to ensure smooth functioning of the Branch/Office during the replacement process. | |
| 15. | The Bidder's scope of work as per the conditions of RFP and technical specifications shall be to supply & Installation of ordered Equipment, transportation, transit insurance, local delivery, storage and installation insurance up to acceptance by the Bank and also includes documentation, warranty, annual maintenance(if contracted). | |
| 16. | The Bidder has to supply all the Hardware Items to the ordered locations as per the Technical Specifications mentioned in the Annexure-2 . | |
| 17. | The Bidder shall be fully responsible for Delivery, Installation and Maintenance of the ordered Hardware Items. | |
| 18. | The Bidder shall provide all other required equipment and services if any, whether or not explicitly mentioned in this RFP, to ensure the successful installation and functioning of the Hardware Items ordered to the respective Branches/Offices. | |
| 19. | All the items (Hardware & Software) would be covered under comprehensive warranty/AMC except consumables. If there is any gap between Bank's | |

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| | requirement and OEM warranty/AMC then it will be the responsibility of bidder to fill up the gap. | |
| 20. | Successful bidder will be responsible for affixing asset tags and complete inventory details of each hardware equipment supplied to the Bank. The Asset Tags so printed by the successful bidder must have the company's logo along with other details like warranty/AMC validity, call logging no., mail id etc. The asset tag details for the Hardware would be mutually decided by the Bank and the successful bidder. | |

Note: All the points mentioned above from 1 to 20 are mandatory. Bidders must fully comply with all the requirements. Non-Compliance to any one of the requirements leads to disqualification of the Bidder in Part B - Technical Proposal without further evaluation.

We hereby comply with each point of the above Scope of Work without any deviations.

Date

Signature with seal:

Name:

Designation :

Annexure-2
(Technical Specification)

SUB: Supply, Installation, Configuration, Implementation and Maintenance of 100 No's of All-In-One computers with three years warranty and two years AMC.

Ref: GEM/2022/B/3065272 dated: 02/02/2023.

| Note: | |
|--------------|--|
| (a) | If the bidder feels that certain features offered are superior to what has been specified by the Bank, it shall be highlighted separately. Information regarding any modification required in the proposed solution to meet the intent of the specifications and state-of-the-art technology shall be provided. However, the Bank reserves the right to adopt the modifications /superior features suggested/ offered. |
| (b) | The bidder shall provide all other required equipments and/or services, whether or not explicitly mentioned in this RFP, to ensure the intent of specification, completeness, operability, maintainability and upgradability. |
| (c) | The selected bidder shall own the responsibility to demonstrate that the product offered are as per the specification/performance stipulated in this RFP and as committed by the bidder either at site or in bidder's work site without any extra cost to the Bank. |

All points mentioned under are mandatory to comply and non-compliance to any of the point lead to disqualification of the bidder during evaluation.

Technical Specification for All-In-One computers:

| Sl. No. | Functionality | Description | Offer Specification |
|----------------|---|---|----------------------------|
| a | Make (Commercial - Enterprise Model) | Must be specified and relevant brochure must be enclosed. | |
| b | Model Name & No. | Must be specified | |
| c | Form Factor | "All-in-one" with USB key board and mouse. All-in-One with stand and tilt feature. | |
| d | Monitor | Minimum 21" with Antiglare and LED Backlight. Aspect Ratio of 16:9, 1000:1 (Contrast Ratio). Resolution Full HD (1920x1080), Built in speaker. | |
| e | CPU | 1. Intel® Core™ 10th Gen i5-10500T processor or higher. 2. Equivalent AMD Ryzen 5 Processor or higher. 3. If Bidder is quoting an equivalent or higher processor, the Bidder has to submit the Benchmark Certificate (with benchmarking score) from anyone of the following two benchmarking agencies stating that the quoted | |

| | | | |
|---|--------------------------------------|--|--|
| | | <p>Processor is an equivalent or higher processor.</p> <p>a. Sys Mark 2018</p> <p>b. PC Mark 10.</p> <p>4. Bidder should quote Processor with Minimum specification of “2.30 GHz base frequency, 3.80 Ghz Turbo frequency, 12MB Cache, 6 cores, 12 threads”</p> | |
| f | Memory | Minimum 1X8 GB DDR4 RAM-2666 MHz expandable upto 32 GB or more with minimum 2 DIMM Slots. | |
| g | Mother Board | OEM logo should be embossed on the mother board (Sticker is not acceptable). System should be able to support OS - 64 bit. | |
| h | Chipset | <p><u>Intel / AMD Chipset with minimum Bus Speed of 8GT/s.</u></p> <p><u>Processor and Chipset should be from same OEM.</u></p> | |
| i | Graphics | Intel UHD Graphics or equivalent AMD Radeon or higher with minimum 2 GB shared/dedicated memory. | |
| j | Processor Thermal Design Power (TDP) | 65 W or less | |
| k | Bus architecture | Integrated/On Board Graphics, 1 PCI / PCI E mini (optional) or higher. | |
| l | Hard Disk Drive | Minimum 512 GB SSD. | |
| m | Networking facility | 100/1000 Mbps integrated Ethernet card with remote booting facility, remote system installation, remote wake up compatible. | |
| n | Wireless Connectivity | Integrated wireless 802.11 ac dual band | |
| o | Ports | <p>1. Five (5) USB ports or higher on board (min. 2 USB 3.0 ports) / Four (4) USB ports on board (min. 2 USB 3.0 ports) and USB 3.0 Hub with minimum 35cms cable (min. 4 ports)</p> <p>2. One (1) serial audio ports for microphone & head phones /(Combo)</p> <p>3. Rj45 Ethernet port,</p> <p>4. HDMI 2.0 or above / Display Port.</p> | |

| | | | |
|---|------------------------------|--|--|
| p | Camera | Full HD web cam with at least 70 Degree view angle (Field of View) and integrated microphone. | |
| q | Key Board | 104 Keys Mechanical (Windows & Linux Compatible) with Rupee symbol on keyboard with 50 Million characters keystroke life. | |
| r | Mouse | Two button optical scroll Mouse of OEM <u>Make with Mouse Pad.</u> | |
| s | Power Supply | OEM Standard External Power Supply (Adaptor with Input :100-240 V, 50-60 Hz). | |
| t | Operating System (OS) | Genuine Windows 10 Professional 64 Bit should be pre-installed in the All-in-One Desktop Computers. Recovery media should be loaded in the D drive of the Hard Disk of the All-in-One Desktop Computers. | |
| u | Certifications | BIS, BEE, RoHS, EPR and any other Indian Certificate | |
| v | Other Technical Requirements | <ol style="list-style-type: none"> 1. OS installation/re-installation should be done by the successful bidder in case of any error/ corrections/corruption in OS without any extra cost to the Bank. 2. Bank will inform the partition at the time of placing LOI/Order. 3. Bidder has to configure the Backup of the Drive in the nearest AIO/PC available at the Branch/Office. | |
| x | Security | TPM 2.0 Security Chip (discrete/ integrated/ firmware). | |

Declaration: We hereby confirm that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us our tender is liable to be rejected.

Date

Signature with seal

Name:

Designation:

Annexure-3

Bidder's Profile

(Should be submitted on Company's letter head with company seal and signature of the authorized person)

SUB: Supply, Installation, Configuration, Implementation and Maintenance of 100 No's of All-In-One computers with three years warranty and two years AMC.

Ref: RFP ref. no. GEM/2022/B/3065272 dated: 02/02/2023.

| 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 RFP? (Proof of registration as MSE for the item under the RFP) | |
| f) | Whether recognized as a Startup by Department of Industrial Policy and Promotion (DIPP)? (Proof of such recognition, indicating terminal validity date of registration and Certificate from CA that the Turnover of the entity 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 RFP 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 Secondary Contact Person | Name | |
| | | 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-4

Bid Security Declaration

(Should be submitted by eligible MSEs/Startups on Company's letter head with company seal and signature of the authorized person)

To,
The Deputy General Manager,
Canara Bank,
Technology Management Section,
No 86, Spencer's Towers
M G Road, Bengaluru:560001

SUB: Supply, Installation, Configuration, Implementation and Maintenance of 100 No's of All-In-One computers with three years warranty and two years AMC.

Ref: GEM/2022/B/3065272 dated: 02/02/2023

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 RFP, 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: | [Signature of Authorized Signatory] |
| Date: | Name: |
| | Designation: |
| | Seal: |

Annexure-5

Pre-Qualification Criteria

SUB: Supply, Installation, Configuration, Implementation and Maintenance of 100 No's of All-In-One computers with three years warranty and two years AMC.

Ref: GEM/2022/B/3065272 dated: 02/02/2023

We have carefully gone through the contents of the above referred RFP and replies to pre-bid queries and amendments and furnish the following information relating to Pre-Qualification Criteria.

| Sl. No. | Criteria | Documents to be submitted for Compliance | 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. | Certificate of local content to be submitted as per Annexure-6 or Annexure-7 as applicable. | |
| 2. | The bidder has to provide confirmation that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process. | Letter of confirmation (self-certified letter signed by authorized official of the bidder) | |
| 3. | Bidder shall be the Original Equipment Manufacturer (OEM)/ Original Software Owner (OSO)/ Original Software Developer (OSD) of Solution. (OR) An authorized dealer/distributor | If the applicant is OEM, an Undertaking Letter has to submitted in this effect. (OR) If the bidder is an authorized dealer/ distributor, an authorization letter from their OEM/ OSO/ OSD to deal/market their product in India and it should be valid for entire contract period from the date of submission of the bid. | |
| 4. | The net worth of the Bidder firm should not be negative as on 31/03/2022. | The bidder must produce a certificate from the Company's Chartered Accountant to this effect. | |

| | | | |
|----|--|--|--|
| 5. | Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of this RFP. | A self-declaration letter by the bidder on the Company's letter head should be submitted to this effect. | |
| 6. | <p>The Bidder (including its OEM, if any) should not be from a country which shares a land border with India unless the bidder is registered with the Competent Authority (as detailed in Office Memorandum-F.No.6/18/2019-PPD of Dept. of Expenditure, Ministry of Finance). Bidder from a country which shares a land border with India means:</p> <p>a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. a natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p> | A declaration stating "We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP" to be submitted on Company's letter head. | |

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

Date

Signature with seal

Name :

Designation :

Annexure-6

Self-certification of the bidder towards Local Content

To,
The Deputy General Manager,
Canara Bank,
Technology Management Section,
No 86, Spencer's Towers
M G Road, Bengaluru:560001

SUB: Self certification on the hardware/software/solution/services offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier'.

Ref: GEM/2022/B/3065272 dated: 02/02/2023.

Dear Sir/Madam,

1. We, M/s _____ (Name of Bidder) certify that offered _____ <details of hardware/software/solution/services as the case may be> 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. We, M/s _____ (Name of Bidder) confirm that we have submitted this certificate after thoroughly going through 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.
3. 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 | % of LC as per PPP-MII Order (Dom-BOM/Total-BOM x 100) |
|---------|--|------------------|---------------------------|--|
| | | | | |
| | | | | |
| | | | | |

4. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 including revisions thereto.
5. That in the event of the LC of the hardware/software/solution/services mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Bank/Gol and I will be liable as under clause 9 (f) of Public Procurement (Preference to make in India) Order 2017.
6. We note to submit the detailed commercial proposal indicating item wise - % of local content with Dom-BOM and Total-BOM as per PPP-MII Order after opening commercial proposals.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal

Annexure-7

Certificate by Statutory Auditor / Cost Auditor / Practicing Cost Accountant / Practicing Chartered Accountant of the bidder towards Local Content

To,
The Deputy General Manager,
Canara Bank,
Technology Management Section,
No 86, Spencer's Towers
M G Road, Bengaluru:560001

SUB: Certification on the hardware/software/solution/services offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier'.

Ref: RFP ref. no. GEM/2022/B/3065272 dated: 02/02/2023.

Dear Sir/Madam,

1. We, _____ the statutory auditor of M/s _____ (Name of Bidder) certify that offered _____ <details of hardware/software/solution/services as the case may be> 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. We, _____ the statutory auditor of M/s _____ (Name of Bidder) confirm that we have submitted this certificate after thoroughly going through 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.
3. 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 | % of LC as per PPP-MII Order (Dom-BOM/Total-BOM x 100) |
|---------|--|------------------|---------------------------|--|
| | | | | |
| | | | | |

4. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 including revisions thereto.
5. That in the event of the LC of the hardware/software/solution/services mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Bank/Gol and I will be liable as under clause 9 (f) of Public Procurement (Preference to make in India) Order 2017.
6. We note to submit the detailed commercial proposal indicating item wise - % of local content with Dom-BOM and Total-BOM as per PPP-MII Order after opening commercial proposals.

Name of Audit Firm:
Date:

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

Annexure-8

Escalation Matrix

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

SUB: Supply, Installation, Configuration, Implementation and Maintenance of 100 No's of All-In-One computers with three years warranty and two years AMC.

Ref: GEM/2022/B/3065272 dated: 02/02/2023.

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 recd in 48 Hours) | | | | | |
| d. | | Country Head (If response not recd 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 recd in 12 Hours) | | | | | |
| d. | | Country Head (If response not recd in 24 Hours) | | | | | |

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

Date

Signature with seal

Name :

Designation :

Annexure-9

Manufacturer Authorization Form

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

No. _____ dated _____

To,
The Deputy General Manager,
Canara Bank,
Technology Management Section,
No 86, Spencer's Towers
M G Road, Bengaluru:560001

Dear Sir,

SUB: Supply, Installation, Configuration, Implementation and Maintenance of 100 No's of All-In-One computers with three years warranty and two years AMC.

Ref: GEM/2022/B/3065272 dated: 02/02/2023.

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

We also confirm that the proposed hardware offered by the bidder to the Bank are correct, viable, technically feasible for implementation and the hardware 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 the contract period.

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

Yours faithfully

(Name)

For and on behalf of

M/s

Annexure-10

Non-Disclosure Agreement

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

SUB: Supply, Installation, Configuration, Implementation and Maintenance of 100 No's of All-In-One computers with three years warranty and two years AMC.

Ref: GEM/2022/B/3065272 dated: 02/02/2023.

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 RFP for each ordered locations to Canara Bank, having its office at 14, Naveen complex, HO(annex), M.G Road Bengaluru -560001 hereinafter referred to as the BANK and,

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

WHEREAS, the Bidder understands that in the course of submission of the offer for the subject RFP 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 hardware, will not be disclosed during or subsequent to submission of the offer to the BANK, to anyone outside the BANK.

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

Date

Signature with seal

Name:

Designation :

Bill of Material

SUB: Supply, Installation, Configuration, Implementation and Maintenance of All-In-One computers with three years warranty and two years AMC.

Ref: GEM/2022/B/3065272 dated: 02/02/2023.

Notes

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

Table -A

Price details of All-In-One computers

[Amount in Indian Rupees]

| Sl. No. | Requirement Details | Unit Price with Three years Comprehensive onsite warranty and support (Excl. of Tax) | Quantity | Total Cost Price with Three Years Comprehensive Onsite Warranty (Excl. of tax) | Tax for Column C | | Price with Three Years Comprehensive Onsite Warranty (Incl. of tax) |
|---------|----------------------|--|----------|--|------------------|----------|---|
| | | A | | | Tax % | Tax Amt. | |
| | | A | B | C=AxB | D | E | F=C+E |
| 1. | All-In-One computers | | 100 | | | | |

Table -B

Price details of AMC of the All-In-One computers

[Amount in Indian Rupees]

| Sl. No. | Requirement Details | AMC/ATS Charge for 100 Nos. of All-In-One computers after completion of warranty period of 3 years (Excl. of tax) | | Total Price for the Two Years AMC/ATS after Warranty period (Excl. of tax) | Tax for Column C | | Total Cost of Two Years AMC/ATS after Warranty period (Incl. of tax) |
|---------|---------------------|---|----------------------|--|------------------|----------|--|
| | | 4 th year | 5 th year | | Tax % | Tax Amt. | |
| | | | | | | | |

| | | A | B | C=A+B | D | E | F=C+E |
|----|----------------------------------|---|---|-------|---|---|-------|
| 1. | 100 No's of All-In-One computers | | | | | | |

Table -C

Total Cost of the All-In-One computers with 3 Years warranty and 2 years AMC/ATS

[Amount in Indian Rupees]

| Sl. No. | Requirement Details | Total Cost of the All-In-One computers with 3 Years warranty and Two Years AMC/ATS (incl. of tax) |
|---------|---|---|
| 1. | Total cost of Table -A (Price details of All-In-One computers) | |
| 2. | Total cost of Table- B (Price details of AMC of the All-In-One computers) | |
| 3. | Total Cost (Table A + Table B) | |

Declaration:

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

Date:

Place:

Authorized signatory

Name:

Designation:

Company seal:

Undertaking of Authenticity

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

SUB: Supply, Installation, Configuration, Implementation and Maintenance of 200 No's of All-In-One computers with three years warranty and two years AMC.

Ref: GEM/2022/B/3065272 dated: 02/02/2023.

We hereby undertake that all the hardware components/parts/assembly/software's used in this hardware/solution under the above like Servers, Switches, Hard Disk, Monitors, Memory etc., shall be original new components /parts /assembly /software only from respective OEMs/OSDs/OSOs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

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

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

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

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

Date

Signature with seal

Name :

Designation :

DRAFT CONTRACT AGREEMENT

CONTRACT AGREEMENT FOR

THIS AGREEMENT (the Agreement) executed at Bengaluru on day of 2022.

BETWEEN

Canara Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 112, J C Road, Bengaluru - 560002 in India, represented by the Authorized Signatory of its Technology Management Section, Circle Office, Bengaluru, Mr., (Designation) , (hereinafter referred to as "PURCHASER") which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns and successors) of the **ONE PART**

AND

M/s, a Company/Firm constituted and registered under the provisions of the Companies Act 1956 having its Registered Office at represented by the Authorized Signatory, Mr..... (Designation) (hereinafter referred to as "Vendor /service provider" which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its administrators, successors and assigns) of the **OTHER PART**:

The Purchaser and Vendor/service provider are hereinafter collectively referred to as "Parties".

WHEREAS the Purchaser invited Bids for Products/Services VIZ....., (Brief description of product/service/solutions) and has accepted the Bid by the Vendor/service provider for for the sum of Rs.....(Rupees only) exclusive of GST (herein after called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the terms and conditions of RFP/ Amendments/ Sanction Order/ Contract referred to.

The RFP Document/ Bid No.....datedas amended from time to time and this Agreement, and the other related documents shall be deemed to form and be read and construed as part of this Agreement, which, inter alia, includes

- The Bid Form and the Price Schedule submitted by the Bidder.
- The Bill of Material.
- The Technical & Functional Specifications;
- The Terms and Conditions of the Contract;
- The Purchaser's Letter of Intent/Notification of Award;

- f) Schedule of Dates, Amounts etc.,
- g) Pre-Contract Integrity Pact;
- h) All pre bid clarifications/mail communications shared with the bidder during the processing of this bid.

All the above are collectively referred to as "the said documents" forming an integral part of the Contract are to be taken as mutually explanatory to one another. Detailed site orders as and when released shall form an integral part of this contract. However, in case of conflict between the Clauses of the Contract and Schedules appended to the Contract, provisions of the Clauses of the Contract shall prevail.

1. SCOPE OF WORK:

As per the requirement of the Bank.

2. GENERAL CONDITIONS TO CONTRACT:

- 2.1. Either party shall not assign any rights or obligations herein without obtaining the prior consent of the other Party.
- 2.2. No forbearance, indulgence, relaxation or inaction by any Party [BANK or VENDOR/ SERVICE PROVIDER] at any time to require the performance of any provision of Contract shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of Contract.
- 2.3. No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of Contract shall be construed as a waiver of any right under or arising out of Contract or an acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Contract.
- 2.4. All remedies of either BANK or VENDOR/ SERVICE PROVIDER under the Contract whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative and not alternative may be enforced successively or concurrently.
- 2.5. If any provision of Contract or the application thereof to any person or Party [BANK/ VENDOR/ SERVICE PROVIDER] is or becomes invalid or unenforceable or prohibited by law to any extent, this Contract shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the Contract shall be valid and binding as though such provision had not been included. Further, the Parties [BANK and VENDOR/ SERVICE PROVIDER] shall endeavor to replace such invalid, unenforceable or illegal provision by one that is valid, enforceable, and legal and achieve substantially the same economic effect as the provision sought to be replaced.
- 2.6. If during the term of Contract, the performance in whole or in part by either Party [BANK/VENDOR/ SERVICE PROVIDER] of any obligations under the Contract is prevented or delayed by reason of war, destructive act of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemic, quarantine restrictions, strikes, lock-outs, or acts of god (hereinafter referred to individually as an "Event"

the notice of happening of which shall be given by either Party to the other within seven days of the date of occurrence of such Event), neither Party [BANK nor VENDOR/ SERVICE PROVIDER] shall be entitled to terminate this Contract nor have any claim for damages against the other by reason only of such non-performance or delay in performance.

2.7. None of the provisions of Contract shall be deemed to constitute a partnership between the Parties [BANK and VENDOR/ SERVICE PROVIDER] and neither Party [BANK nor VENDOR/ SERVICE PROVIDER] shall have any right or authority to bind the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.

2.8. Contract shall not be intended and shall not be construed to confer on any person other than the Parties [BANK and VENDOR/ SERVICE PROVIDER] hereto, any rights or remedies herein.

2.9. Contract shall be executed in English language in 1 (one) original, the BANK receiving the duly signed original and VENDOR/ SERVICE PROVIDER receiving the duly attested photocopy. Non-disclosure Contract (NDA) will have to be executed with the BANK as per the format prescribed by the Bank.

2.10. RFP dated along with clarifications & amendments issued shall form integral part and parcel of this CONTRACT.

3. SECURITY DEPOSIT / PERFORMANCE OF BANK GUARANTEE:

As specified in the RFP.

4. VALIDITY OF THE CONTRACT:

The Contract shall be valid for the full duration till completion of all contractual obligations by the Vendor/Service Provider and PURCHASER for the current orders or further orders to be released by Vendor/ Service Provider as per the terms and conditions in this contract.

5. PAYMENT TERMS:

As specified in the RFP.

6. ASSIGNMENT:

6.1. VENDOR/ SERVICE PROVIDER shall not assign to any one, in whole or in part, its obligations to perform under the Contract, except with the BANK's prior written consent.

6.2. If the BANK undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the VENDOR/ SERVICE PROVIDER under this Contract.

7. SUB-CONTRACTING:

VENDOR/ SERVICE PROVIDER shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the VENDOR/ SERVICE PROVIDER under the contract without the prior written consent of the BANK.

8. ORDER CANCELLATION/TERMINATION OF CONTRACT:

8.1. The Bank reserves its right to cancel the entire / unexecuted part of CONTRACT 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:

- 8.1.1. Delay in delivery beyond the specified period for delivery.
- 8.1.2. Serious discrepancies noted in the items delivered.
- 8.1.3. Breaches in the terms and conditions of the Order.

8.2. The Bank reserves the right to cancel the contract placed on the Vendor/Service Provider and recover expenditure incurred by the Bank on the following circumstances:

- 8.2.1. Non submission of acceptance of order within 7 days of order.
- 8.2.2. Excessive delay in execution of order placed by the Bank.
- 8.2.3. The Vendor/Service Provider commits a breach of any of the terms and conditions of the bid.
- 8.2.4. The Vendor/Service Provider goes in to liquidation voluntarily or otherwise.
- 8.2.5. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
- 8.2.6. The progress made by the Vendor/Service Provider is found to be unsatisfactory.
- 8.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

8.3. Bank shall serve the notice of termination to the Vendor/Service Provider at least 30 days prior, of its intention to terminate services without assigning any reason.

8.4. In case the Vendor/Service Provider fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor/Service Provider by giving 7 days' prior notice to the Vendor/Service Provider.

8.5. After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the Vendor/Service Provider is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.

- 8.6. The Bank reserves the right to recover any dues payable by the Vendor/Service Provider from any amount outstanding to the credit of the Vendor/Service Provider, including the pending bills and security deposit, if any, under this contract.
- 8.7. 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 Vendor/Service Provider towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

9. AMENDMENTS TO CONTRACT:

Once Contract is executed by the VENDOR/ SERVICE PROVIDER, no amendments or modifications of order and no waiver of any of the terms or conditions thereof shall be valid or binding unless mutually agreed and reduced into writing by both the parties.

10. INTELLECTUAL PROPERTY RIGHTS:

10.1. VENDOR/ SERVICE PROVIDER 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. VENDOR/ SERVICE PROVIDER 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. VENDOR/ SERVICE PROVIDER shall ensure that the Solution supplied to the BANK shall not infringe the third party intellectual property rights, if any. VENDOR/ SERVICE PROVIDER shall ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as VENDOR/ SERVICE PROVIDER.

10.2. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, VENDOR/ SERVICE PROVIDER 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 VENDOR/ SERVICE PROVIDER for such deliverables, along with the replacement costs incurred by BANK for procuring 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, VENDOR/ SERVICE PROVIDER 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.

10.3. The indemnification obligation stated in this clause shall 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 to 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.

- 10.4. VENDOR/ SERVICE PROVIDER 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 Software/Service.

11. INDEMNITY:

- 11.1. VENDOR/ SERVICE PROVIDER 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:

11.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by VENDOR/ SERVICE PROVIDER;

11.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by VENDOR/ SERVICE PROVIDER;

- 11.2. VENDOR/ SERVICE PROVIDER shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of **Solution** supplied by them.

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

11.2.2. 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.

11.2.3. All Employees engaged by VENDOR/ SERVICE PROVIDER shall be in sole employment of VENDOR/ SERVICE PROVIDER and the VENDOR/ SERVICE PROVIDER 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.

12. CONFIDENTIALITY AND NON-DISCLOSURE:

- 12.1. VENDOR/ SERVICE PROVIDER 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. VENDOR/ SERVICE PROVIDER 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. VENDOR/ SERVICE PROVIDER shall furnish an undertaking in the prescribed format.

12.2. No Media release/public announcement or any other reference to the Contract/RFP or any program there under shall be made without the written consent of the BANK, by photographic, electronic or other means.

12.3. Provided that the Confidentiality Clause may not be applied to the data or information which;

- a) Was available in the public domain at the time of such disclosure through no wrongful act on the part of VENDOR/ SERVICE PROVIDER.
- b) Is received by VENDOR/ SERVICE PROVIDER without the breach of this Agreement.
- c) Is required by law or regulatory compliance to disclose to any third person.
- d) Is explicitly approved for release by written authorization of the Bank."

THESE CONFIDENTIALITY OBLIGATIONS SHALL SURVIVE THE TERMINATION OF THIS CONTRACT AND THE VENDOR/ SERVICE PROVIDER SHALL BE BOUND BY THE SAID OBLIGATIONS.

13. FORCE MAJEURE:

13.1. VENDOR/ SERVICE PROVIDER 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 VENDOR/ SERVICE PROVIDER, i.e. Force Majeure.

13.2. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the VENDOR/ SERVICE PROVIDER, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, Government policies or events not foreseeable but does not include any fault or negligence or carelessness on the part of the VENDOR/ SERVICE PROVIDER, resulting in such a situation.

13.3. In the event of any such intervening Force Majeure, VENDOR/ SERVICE PROVIDER shall notify the BANK in writing of such circumstances and the cause thereof immediately within seven days. Unless otherwise directed by the BANK, VENDOR/ SERVICE PROVIDER 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.

13.4. 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 VENDOR/ SERVICE PROVIDER 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 VENDOR/ SERVICE PROVIDER.

14. SOCIAL MEDIA POLICY:

14.1. No person of the Bank or the Vendor/Service Provider and third parties shall violate the Social Media Policy of the Bank.

14.2. The following acts on the part of personnel of the Bank or Vendor/Service Provider and third parties shall be construed as violation of Social Media Policy:

- (i) Non-adherence to the standards/guidelines in relation to Social Media Policy issued by the Bank from time to time.
- (ii) 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.

15. RIGHT TO AUDIT:

15.1. The VENDOR has to get itself annually audited by internal/ external empaneled Auditors appointed by the PURCHASER/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the PURCHASER/such auditors in the areas of products (IT hardware/software) and services etc., provided to the PURCHASER and the VENDOR is required to submit such certification by such Auditors to the PURCHASER. The VENDOR and or his/their outsourced agents/subcontractors (if allowed by the PURCHASER) shall facilitate the same. The PURCHASER can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the VENDOR. The VENDOR shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the PURCHASER.

15.2. 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.

15.3. 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

16. DISPUTE RESOLUTION MECHANISM:

All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract or in 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.

17. GOVERNING LAWS AND JURISDICTION OF THE COURT:

All disputes and controversies between Bank and VENDOR/ SERVICE PROVIDER 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 Contract shall be governed by the laws of India.

18. NOTICES:

Any notice or other communication required or permitted by this Contract shall be in writing, in English, delivered by certified or registered mail, return receipt requested, postage prepaid and addressed as follows or to such other address as may be designated by notice being effective on the date received or, if mailed as set above:

If to BANK:

Registered Office Address: ,
Canara Bank
Technology Management Section,
No 86, Spencer's Towers,
M G Road, Bengaluru-560001

Designated Contact Person: (Designation)
Phone:
Email:

If to VENDOR/ SERVICE PROVIDER:

Registered Office Address:

Designated Contact Person: Sri. _____ (_____)
Phone: +91-_____
Email: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first herein above written.

Signature:
Name:
Designation:
For & on behalf of:
(BANK)

Signature:
Name:
Designation:
For & on behalf of
(VENDOR/ SERVICE PROVIDER)

In the presence of:

In the presence of:

Signature: 1:
Name:
Designation:

Signature: 1:
Name:
Designation:

Signature: 2:
Name:
Designation

Signature: 2:
Name:
Designation

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,
Technology Management Section,
No 86, Spencer's Towers
M G Road, Bengaluru:560001

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 RFP)as per their Contract dated _____with you (hereinafter referred to as "the CONTRACT")

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

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

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

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

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

on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.

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

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

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

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

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

In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the CONTRACTOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of 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

_____ BRANCH MANAGER SEAL ADDRESS PLACE

Name of the Bank: Canara Bank

Name of the Branch: BENGALURU CANTONMENT

IFSC Code: CNRB0000404

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

Annexure-15
Bank Guarantee Format for Earnest Money Deposit

To,
The Deputy General Manager,
Canara Bank,
Technology Management Section,
No 86, Spencer's Towers
M G Road, Bengaluru:560001

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 : BENGALURU CANTONMENT

IFSC Code: CNRB0000404

Details of the Delivery Locations:

SUB: Supply, Installation, Configuration, Implementation and Maintenance of 100 No's of All-In-One computers with three years warranty and two years AMC.

Ref: GEM/2022/B/3065272 dated: 02/02/2023.

| Sl. No. | Location Details | Contact Person Details |
|---------|---|---|
| 1. | Canara Bank, Circle Office Technology Management Section No 86 Spencer's Towers M G Road, Bengaluru | CH BABU MAHESH KUMAR Senior Manager Phone No: 080-25310045,25310046 9742490828 |

*****End of the STC*****