

**REQUEST FOR PROPOSAL [RFP]**

**FOR**

**“END TO END IMPLEMENTATION AND MANAGEMENT OF  
e-SURVEILLANCE OF ATM SITES UNDER OPEX MODEL”**

**RFP Ref. No.: RFP-03/DBS/E-SURVEILLANCE/2020 dated 29/08/2020**

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

The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP Document and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever. This document is prepared by Canara Bank for Implementation of e-Surveillance Systems at ATMs on OPEX Model. It should not be reused or copied or used either partially or fully in any form.



**DISCLAIMER**

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

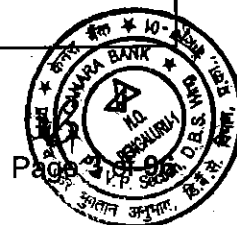
Canara Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Bank's Website (<http://canarabank.com/english/announcements/tenders>) and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

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



**BID CONTROL SHEET**

Sl.	Description	Details
1.	Tender Reference	RFP Ref No: RFP-03/DBS/E-SURVEILLANCE/2020 dated 29/08/2020
2.	Name of the Wing	Digital Banking Services Wing
3.	Brief Description of the RFP	END TO END IMPLEMENTATION AND MANAGEMENT OF e-SURVEILLANCE OF ATM SITES UNDER OPEX MODEL
4.	Bank's Address for Communication	<p>The Deputy General Manager Canara Bank, Procurement &amp; Vendor Payments Section, Digital Banking Services Wing, Head Office Annexe - (K G Road), 2nd Floor, Devanga Towers, K G Road, Bengaluru - 560 009</p> <p>Senior Manager, Procurement and Vendor Payments Section Tel - 080-2207 3850 Email: <a href="mailto:hodbsdprocurement@canarabank.com">hodbsdprocurement@canarabank.com</a></p>
5.	Date of Issue of RFP	29/08/2020
6.	Cost of Tender documents / Tender Fee (Non-refundable)	₹ 11,800/- (₹ 10,000 + 1,800 GST @ 18%)
7.	Earnest Money Deposit (Refundable)	₹ 1,00,00,000/-
8.	Last date for submitting queries for the Pre-bid Meeting	On or before 07/09/2020 up to 1130 hours
9.	Pre-bid Meeting Date & Time	<p>1. Pre-bid meeting will be held on 10/09/2020, Thursday at 3.30 PM. <u>Venue:</u> Canara Bank, Procurement &amp; Vendor Payments Section, Digital Banking Services Wing, Head Office Annexe - (K G Road), 2nd Floor, Devanga Towers, K G Road, Bengaluru - 560 009 Pre bid queries should be submitted as per the Annexure</p> <p>2. Pre-bid Queries to E-mail <a href="mailto:hodbsdprocurement@canarabank.com">hodbsdprocurement@canarabank.com</a> must reach us on or before 07/09/2020, Monday at 11:30 AM. Subject of the email should be given as "Pre Bid Queries for RFP 03/DBS/E-SURVEILLANCE/2020 dated 29/08/2020". <u>Queries reaching afterwards will not be entertained.</u></p>
10.	Last Date and Time for Submission of Bids	29/09/2020, Tuesday up to 03:00 PM



**Note:** Bids will be opened in presence of the bidders' representatives (maximum two representatives per bidder) who choose to attend. In case the specified date of submission & opening of Bids is declared a holiday in Karnataka under the NI act, the bids will be received till the specified time on next working day and will be opened at 1630 hours. Canara Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

This document can be downloaded from following website and <http://canarabank.com/english/announcements/tenders> and <https://eprocure.gov.in/epublish/app>. In that event, the bidders should pay the Tender Fee for tender document by means of DD drawn on any Scheduled Commercial Bank for the above mentioned amount in favor of Canara Bank, payable at Bengaluru and submit the same as mentioned in Bid Process. Any amendments, modifications, Pre Bid replies & any communication etc. will be uploaded in the Bank's website only (i.e. <http://canarabank.com/english/announcements/tenders>). No individual communication will be sent to the individual bidders.



**1. Abbreviations:**

1.	AMC	Annual Maintenance Contract
2.	ATS	Annual Technical Support
3.	BG	Bank Guarantee
4.	BOM	Bill of Material
5.	DD	Demand Draft
6.	DBS	Digital Banking Services
7.	EMD	Earnest Money Deposit
8.	GST	Goods and Service Tax
9.	HO	Head Office
10.	HTTP	Hyper Text Transfer Protocol
11.	HTTPS	Hyper Text Transfer Protocol Secure
12.	ISDN	Integrated Services Digital Network
13.	LAN	Local Area Network
14.	LD	Liquidated Damage
15.	MAF	Manufacturer Authorization Form
16.	MSE	Micro and Small Enterprises
17.	MSME	Micro Small & Medium Enterprises
18.	NEFT	National Electronic Funds Transfer
19.	NI Act	Negotiable Instruments Act
20.	OEM	Original Equipment Manufacturer
21.	RFP	Request For Proposal [Interalia the term 'Tender' is also used]



**PART - I****1. Introduction****About Canara Bank:**

Canara Bank, a body Corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 112, J C Road Bengaluru-560002, India, hereinafter called "The Bank" is one of the leading public sector Banks in India

Canara Bank is a fourth 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 and nationalized under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970. Canara Bank Head office is located at 112, J C Road Bengaluru-560002 and Digital Banking Services Wing located at Devanga Towers, No.35, K G Road, Bengaluru-560009.

The Bank is having pan India presence of more than 10391 branches, 24 Circle offices and 176 Regional Offices situated across the States. The bank also has offices abroad in London, Hong Kong, Moscow, Shanghai, Dubai, Tanzania and New York. As per the announcement made by the Department of Finance Services on 30th August 2019, Manipal based Syndicate Bank has been merged from 01 April 2020. All the branches of the Bank are CBS enabled through Flexcube as a Core Banking Solution.

The Bank has more than 13000 ATMs (including Biometric enabled ATMs), spread all over the country.

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. Overview or Objective**

Bank intends to select Vendor/s for End to End Implementation and Management of e-Surveillance of ATM Sites under OPEX Model under Rate Contract spread across the Country under Rate Contract basis.

In this connection, Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid (Indicative)' as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.

Canara Bank Invites Request for Proposal (RFP) from the prospective bidders having proven past experience and competence in the field of supply, installation, commissioning and maintenance of e-Surveillance system at ATM sites.

Only those bidders, who satisfy the eligibility criteria mentioned in this RFP document need to respond.

**3. Definitions:**

In this document, unless the context otherwise requires, the following terms shall be interpreted as indicated below:

- i. "The Bank" means the Canara Bank.



- ii. **"Bid"** (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer including written reply or submission of response to this RFP to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers;
- iii. **"Bidder (including the term 'tenderer', 'consultant' or 'Service Provider')"** means an eligible entity/firm or company, including a consortium (that is an association of several firms or companies) participating in a procurement process with the Procuring Entity and submitting the Bid in response to this RFP.
- iv. **"The Contract"** means the agreement entered into between the Bank and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **"Vendor/Service Provider"** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1 Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- vi. **"The Contract Price/Project Cost"** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- vii. **"Services"** means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of the Vendor covered under this RFP.

#### 4. Eligibility Criteria

The Eligibility Criteria for Participation in the Tender Process for "End to End Implementation and Management of e-Surveillance of ATM Sites Under OPEX Model" is furnished in Annexure - F

Interested Bidders, who can provide End to End Implementation and Management of e-Surveillance of ATM Sites Under OPEX Model and meeting the Eligibility Criteria as per Annexure-F may respond.

Non-compliance to any of the Eligibility criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation. The proof provided must be in line with the details mentioned in "Documents to be submitted for Eligibility Criteria Compliance". Any credential detail mentioned in "Eligibility Criteria Compliance" not accompanied by relevant proof documents will not be considered for evaluation.



**Part-II -INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS****1. Invitation for Bids**

Canara Bank invites sealed tenders comprising of Eligibility Bid, Technical bid and Commercial bid from experienced bidders having proven capabilities of providing e-Surveillance Systems at ATMs on OPEX Model as per the technical specifications given in this RFP document.

The selected bidder is required to adhere to the terms of this RFP document and any deviations to the same shall not to be acceptable to Canara Bank.

The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.

The selected bidders will be required to implement the entire solution on 1,000 ATM sites on pilot basis in the ratio of L1:L2 for a period of two (2) months. The prices discovered in e-Reverse auction will be payable for these sites. Once the solution will be successfully implemented, a study on cost saving on these sites will be conducted and the purchase orders will be placed by Circles for implementation of the solution on remaining ATM sites, after verification of the performance of the vendors.

Of the 13000 ATMs (including Biometric enabled ATMs), of the Bank, approx. 9,500 are operated under CAPEX Model and 4,000 are under OPEX Model. Bank intends to implement e-Surveillance System for the CAPEX ATMs.

In case, a selected bidder fails to implement the solution satisfactorily, further purchase orders will not be issued to the bidder and Bank may reassign the orders to L3, L4, etc., as the case may be.

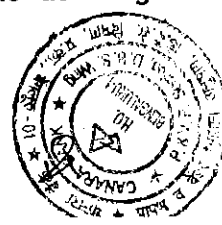
**2. Due Diligence**

The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid and for which Canara Bank shall not be held responsible.

**3. Tender Document and Fee**

A complete set of Bid documents may be obtained / purchased by any of the eligible bidders from this office during office hours on all working days upon payment of a non-refundable fee of ₹ 11,800/- (₹ 10,000/- + GST @18% i.e. ₹ 1,800/-) (Rupees Eleven Thousand Eight Hundred Only), as Tender Document Cost, in the form of a Demand Draft/Banker's Cheque in favor of Canara Bank payable at Bengaluru.

The same is available in our Bank's website, [www.canarabank.com](http://www.canarabank.com) and can be downloaded from the website. In case the Bid document is downloaded from the website, the price of Bid document will have to be paid by handing over a non-refundable Demand Draft/Banker's Cheque for ₹ 11,800/- in favor of Canara Bank payable at Bengaluru at the time of submission of the Bid.





Now, bidders have the provision to remit Tender Fee and Earnest Money Deposit through online mode to below mentioned account for this RFP:

Account No: 209272431

IFSC Code: CNRB0000056

Bidders are requested to clearly mention the Name of the Firm with RFP No. in the Narration field.

The bidder has to provide the Bank the UTR no. generated after the NEFT (hard copy of the receipt generated should be submitted along with the bid documents), failing which the bid of the concerned bidder will be rejected.

The GSTIN of the bidder is to be mentioned in the covering letter for Cost of Bid. The amount will not be refunded under any circumstances including cancellation of RFP or procurement process at any stage.

Bid Security & Cost of bid documents will be exempted for companies registered as Micro/Small Units under MSME/NSIC, subject to evidencing the fact that guidelines are applicable to Public Sector Banks and submitting documentary proof. A valid certificate in this regard issued by the Ministry of MSME has to be submitted.

#### 4. Earnest Money Deposit

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

Particulars of Job to be undertaken	EMD
RFP for Implementation of e-Surveillance Systems on Opex Model	Rs1,00,00,000/- (Rupees One Crore Only)

Non-submission of Earnest Money Deposit will lead to outright rejection of the offer.

- i. The EMD / Bid Security of the Selected Bidders will be discharged upon the Bidder's signing the Contract/SLA (Service Level Agreement) & furnishing the Performance Security in the form of Bank Guarantee for due fulfillment of the performance obligations during the entire warranty period.
- ii. The EMD / Bid Security of Unsuccessful Bidders will be discharged or returned as promptly as possible, on completion of the procurement process, without any interest thereon, but not later than 30 days after the expiration of the period of Bid validity prescribed by the Bank.
- iii. The bid security may be forfeited under the following circumstances:
  - a. If a Bidder withdraws its Bid during the period of Bid validity or
  - b. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
  - c. The bidder violates any of the provisions of the terms and conditions of this tender specification.



- d. In all cases, where the Bank decides to go in for reverse auction, if the bidder fails to submit on-line sealed bid or sealed commercial bid as requested by the Bank or fails to participate in the on-line bid process/reverse auction process.
- e. Logging in to the on-line Bidding shall be treated as participation in the Reverse Auction Process.
- iv. The Bid security may be forfeited, in case of a successful Bidder, if the Bidder fails:
  - a. To accept the purchase order.
  - b. withdraws his tender before furnishing on unconditional and irrevocable Performance Bank Guarantee
  - c. To sign the Contract / SLA within the stipulated time in the form and manner to the satisfaction of the Canara Bank or
  - d. To furnish Performance Bank Guarantee (PBG) valid till the end of warranty period + grace period within the stipulated time, in the form and manner to the satisfaction of the Canara Bank.
  - e. To provide satisfactory services within the stipulated period or fails to comply with any terms of the RFP or purchase order

## 5. Rejection of The Bid

The Bid is liable to be rejected if:

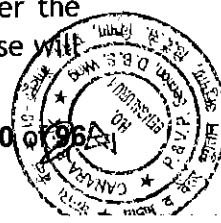
- a. The document doesn't bear signature of authorized person and not duly stamped on each page.
- b. It is received through Fax / E-mail.
- c. It is received after expiry of the due date and time stipulated for bid submission.
- d. Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ deviation of terms & conditions or scope of work/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- e. Further, if any bidder is found to have submitted incorrect information at any time, bidder may be debarred from participation in the future tendering processes of Bank.
- f. Bidder should comply with all the clause mentioned in the RFP. Non- compliance of any point will lead to rejection of the bid.
- g. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- h. Non-submission of Pre Contract Integrity Pact as per format given in Annexure

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 issuance of Purchase Order without assigning any reasons whatsoever.

## 6. Pre-Bid Meeting

If the participating bidders need any clarification on any of the aspects of the Bid Document, they can seek clarifications in advance in writing or through e-mail to [hodbsdprocurement@canarabank.com](mailto:hodbsdprocurement@canarabank.com) on or before the date mentioned in the Bid Schedule strictly as per Annexure - I format. Pre-bid meeting will be conducted on 10/09/2020 at our premises at Canara Bank, Digital Banking Services Wing, Head Office Annexe (K G Road), 2<sup>nd</sup> Floor, Devanga Towers, K G Road, Bengaluru - 560 009.

It may be noted that no query from any bidder shall be entertained or received after the above mentioned date. Queries raised by the prospective bidder and the Bank's response will



be hosted at Bank's web site. No individual correspondence will be accepted in this regard.

Only authorized representatives of bidder will be allowed to attend the Pre-bid meeting.

#### **7. Modification and Withdrawal of Bids**

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by successful bidders, the EMD will have to be forfeited by the Vendor.

#### **8. Information Provided**

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services.

Neither Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writing, information or statement given or made in this RFP document.

Neither Bank nor any of its Directors, officers, employees, agents, representatives, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

#### **9. Clarification of Offer**

To assist in the scrutiny, evaluation and comparison of offers/bids, Canara Bank may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of Canara Bank in this regard shall be final, conclusive and binding on the bidder.

#### **10. Late Bids**

Any bid received by the Bank after the deadline (Date and Time mentioned in Bid Details table / Pre Bid / subsequent addenda / corrigenda) for submission of bids will be rejected and / or returned unopened to the bidder.

#### **11. Issue of Corrigendum**

At any time prior to the last date of receipt of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a Corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP.

#### **12. For Respondent Only**

The RFP document is intended solely for the information to the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.



**13. Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

**14. Selection Process**

Technically qualified bidder with the lowest quote based on TCO as quoted in Reverse Auction Process, will be considered as the L1 bidder.

**15. MSME**

As per recommendations of Gol, Bank has decided to waive off EMD and tender cost for MSME entrepreneurs.

- i. Exemption from submission of EMD and Tender Fee / Cost shall be given to bidders who are Micro, Small & Medium Enterprises (MSME) and registered under provisions of the Policy i.e. registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME. Bids received without EMD and tender cost from bidders not having valid NSIC registered documents for exemption will not be considered.
- ii. To qualify for EMD & Tender Fee / Cost exemption, firms should necessarily enclose a valid copy of registration certificate which is valid on last date of submission of the tender documents. MSME firms who are in the process of obtaining registration will not be considered for EMD & Tender Fee / Cost exemption. (Traders are excluded who are engaged in trading activity without value addition / branding / packing. In such a case they will have to submit EMD and Tender Cost).
- iii. MSME bidder has to submit a self-declaration accepting that if they are awarded the contract and they fail to sign the contract or to submit a Performance Bank Guarantee before the deadline defined by the Bank, they will be suspended for a period of three years from being eligible to submit bids for contracts with the Bank.
- iv. Bids received without EMD for bidders not having valid registration documents for exemption will not be considered. However, Performance Bank Guarantee has to be submitted by the bidder under any circumstance.

**16. Costs Borne by Respondents**

All costs and expenses incurred by Recipients / Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Respondent.



**17. No Legal Relationship**

No binding legal relationship will exist between any of the Recipients / Respondents and Bank until execution of a contractual agreement.

**18. Cancellation of Tender Process**

Canara Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason to any of the participating bidder.

**19. Corrupt and Fraudulent Practices**

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:

“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**

“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.

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.

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.

**20. Non-Transferrable Offer**

This Request for Proposal (RFP) is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process.

**21. Period of Bid Validity**

Bids shall remain valid for 6 Months from the date of opening of commercial bids / Reverse Auction by Canara Bank. Canara Bank holds the rights to reject a bid valid for a period shorter than 6 months as non-responsive, without any correspondence. In exceptional circumstances, Canara BANK may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case the bid security of the bidders will be returned after completion of the process.



**22. No Commitment to Accept Lowest Or Any Bid**

Canara Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. Canara Bank reserves the right to make any changes in the terms and conditions of purchase. Canara Bank will not be obliged to meet and have discussions with any vendor, and or to listen to any representations.

**23. Errors and Omissions**

Each Recipient should notify Bank of any error, omission, or discrepancy found in this RFP document in the form of pre-bid queries within time as given in control sheet.

**24. Acceptance of Terms**

A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP.

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient ground for annulment of the award, in which event, bank may award the contract to the next best value bidder or call for new proposals from the interested bidders.

In such a case, bank shall appropriate the EMD/invoke the PBG of the successful bidder.

**25. RFP Response**

If the response to this RFP does not include the information required or is incomplete or submission is through Fax or through e-mail, the response to the RFP is liable to be rejected.

All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

**26. RFP Response Validity Period**

RFP response will remain valid and open for evaluation according to their terms for a period of at least six months from the time the RFP response submission process closes. However, Bank may extend this period under special Circumstances for a further period of six months with an intimation to bidder.

**27. Notification**

Bank will notify the Respondents in writing as soon as possible about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. Bank is not obliged to provide any reasons for any such acceptance or rejection.

**28. Erasures or Alterations**

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed.



authenticated by the person/(s) signing the Bid.

## **29. Clarifications on and Amendments to RFP Document**

Prospective bidders may seek clarification on the RFP document by letter/fax/e- mail till the date mentioned in the bid control sheet. Further, at least 7 days" time prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from prospective bidders, modify the RFP contents by amendment. Clarification /Amendment, if any, will be notified on Bank's website.

## **30. Language of Bids**

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be in English language only.

## **31. Authorized Signatory**

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by person who is duly authorized by the Board of Directors / Competent Authority of the bidder or having Power of Attorney.

The bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board, authenticated by Company Secretary along with Power of Attorney duly stamped, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond. The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

## **32. Submission of Offer - Three Bid System**

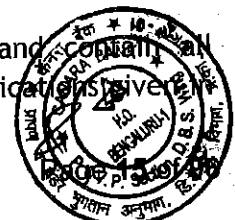
Separate Eligibility, Technical and Commercial Bids along with the soft copies duly sealed and super-scribed as "Request for Proposal (RFP) Implementation of e-Surveillance Systems at ATMs on OPEX model (Eligibility Bid)", "Request for Proposal (RFP) Implementation of e-Surveillance Systems at ATMs on OPEX model (Technical Bid)" and "Request for Proposal (RFP) Implementation of e- Surveillance Systems at ATMs on OPEX model (Commercial Bid)" respectively should be put in a single sealed outer cover duly sealed and super-scribed as - "REQUEST FOR PROPOSAL (RFP) END TO END IMPLEMENTATION AND MANAGEMENT OF e-SURVEILLANCE OF ATM SITES UNDER OPEX MODEL" with RFP Ref. No. : RFP-03/DBS/E-SURVEILLANCE/2020 dated 29/08/2020 as per the below mentioned diagram and as per bid details given in the RFP.

The bids (along with soft copy) shall be dropped/submitted at Canara Bank's address given in Bid Control Sheet Table, on or before the date specified therein.

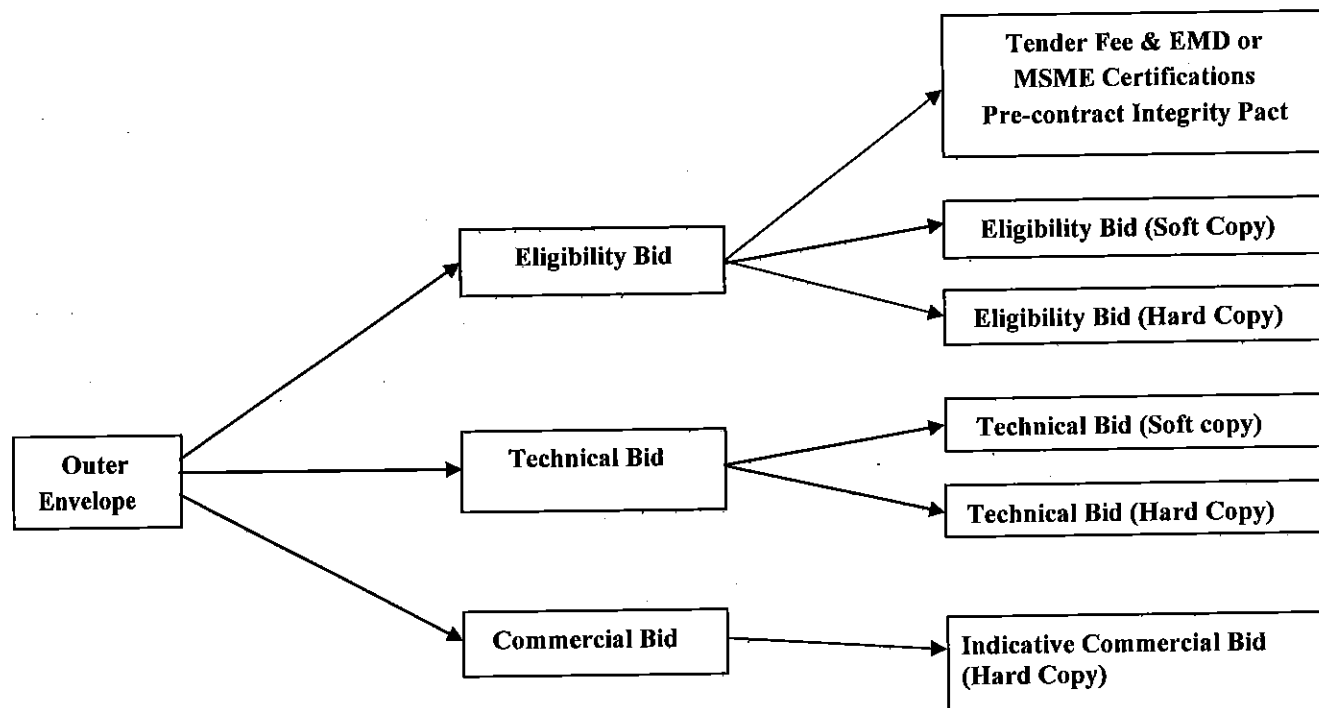
All envelopes must be super-scribed with the following information:

- Name of the Bidder
- Bid Reference No.
- Type of Bid (Eligibility or Technical or Commercial)

The Eligibility and Technical Bid should be complete in all respects and information asked for, in the exact format of eligibility and technical specifications.



the RFP, except prices. The Eligibility and Technical Bids must not contain any price information otherwise BANK, at its sole discretion, may not evaluate the same. Any decision of Canara Bank in this regard shall be final, conclusive and binding upon the bidders. The Eligibility bid should have documentary proof in support of Eligibility Criteria and all the Annexures as per RFP document.



All pages and documents in individual bids should be numbered as page no.- (Current Page No.) of page no- (Total Page No.) and should contain tender reference no. and Bank's Name.

- The Technical bid should be complete in all respects and contain all information asked for, except prices. The documentary proof in support of all Eligibility Criteria should be submitted along with Eligibility Bid.
- One Separate envelope containing Tender Fee, EMD and Pre-Contract Integrity Pact should invariably be placed in Eligibility Bid envelope.
- If commercial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the bid non-responsive.
- Bidders to submit a masked commercial Bid i.e. by hiding price commercial bid as per Annexure - E (i) with technical bid envelope to be submitted.
- If any inner cover / envelop of a bid is found to contain Eligibility/ Technical & Commercial Bids together then that bid will be rejected summarily.
- The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- Canvassing of any kind or Bid submitted with false information will be a disqualification.
- The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid over the price validity period.
- Prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the price validity period.



- j. Further, subsequent to the orders being placed, the Bidder shall pass on to Bank all fiscal benefits arising out of reductions in Government levies/taxes.
- k. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves the right to accept or reject any bid.
- l. Printed literature (for specific product and version numbers) describing configuration and functionality should be provided to the Bank for the products proposed to be supplied for the project. It should be noted that the product proposed will have to be supplied with all the software updates/fixes, if any, and associated documents. The bidder shall not quote for the products, whose End of sale/ End of Support/End of License has been declared by the OEM.
- m. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection
- n. Bids once submitted shall not be returned to the Bidder in future.

The selected bidder must adhere to the terms of this RFP document.

### **33. Other Terms and Conditions**

- a. Cost of preparation and submission of bid document: The bidder shall bear all costs for the preparation and submission of the bid. Canara Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.
- b. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part.
- c. The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement.
- d. Response of the Bid: The Bidder should comply all the terms and conditions of RFP.
- e. The bidder is solely responsible for any legal obligation related to licenses during contract period for the solution proposed and Bidder shall give indemnity to that effect.
- f. Canara Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. Canara Bank has the right to re-issue tender/bid. Canara Bank reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. Canara Bank will not be obliged to meet and have discussions with any bidder, and / or to listen to any representations once their offer/bid is rejected. Any decision of Canara Bank in this regard shall be final, conclusive and binding upon the bidder.

### **34. Adoption of Integrity Pact**

Canara Bank has adopted practice of Integrity Pact (IP) as per CVC guidelines.

The Integrity Pact essentially envisages an agreement between the prospective vendors / bidders / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into



this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

- i. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- ii. Principal to treat all bidders with equity and reason
- iii. Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally
- iv. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- v. Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- vi. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- vii. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as Annexure - H for strict compliance.

The Independent External Monitors (IEMs) have been appointed by Canara Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

All pages of Integrity Pact (IP) must be signed and stamped. Integrity Pact (IP) should be deposited with IT Department undertaken procurement at the address mentioned along with RFP document.



**Part - III: BID OPENING AND EVALUATION OF BIDS****1. Preliminary Scrutiny:**

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.

Prior to detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the bidding document. Substantial responsiveness means that the bid conforms to all terms and conditions, scope of work and technical specifications and bidding document is submitted without any deviations.

**2. Clarification of Offers:**

During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The bidder has to respond to the bank and submit the relevant proof /supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Bank.

The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. Bank's decision with regard to 'minor non-conformity' is final and the waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

**3. Evaluation of Bid:**

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.

**Part A-Conformity to Eligibility Criteria:**

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

**Part B-Technical Proposal:**

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

The Technical Evaluation will be for Technical and Functional requirement as per scope of RFP.

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

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

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

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

**Part C-Commercial Bid (Indicative):**

The Part C-Commercial Bid (Indicative) of only those bidders who qualified in Part B-Technical Proposal will be opened with due communication by the Bank. The Part C-Commercial Bid (Indicative) submitted by the bidder will be evaluated based on documents submitted as per Annexure-E. However, for arriving at L1, Bank will conduct Reverse Auction as mentioned elsewhere in the RFP document.

**Reverse Auction:**

Bank will conduct Reverse Auctions for arriving at L1/L2/L3 .... etc.

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

The Bank reserves the right to call for a presentation on the features and functionalities from those Bidders who have qualified in Part A-Conformity to Eligibility Criteria. Each Qualifying bidder is required to complete the POC within 10 Days. Hence, Bidder is required to arrange the required software in prior and need to submit the pre-requisites document in order to complete the POC within the specified timelines.

As a Part of Technical Evaluation based on the technical bids submitted by the Bidders, Bank at its discretion may call the Bidders for conducting POC (Proof of Concept) of the e-Surveillance System proposed by them. This exercise will be undertaken before opening of the Commercial Bids of the Bidders whose Part B-Technical proposals has been opened.

The Bank at its discretion can call for providing of Proof of Concept (PoC) of proposed e-Surveillance System at the location, which is identified by the Bank.

Results of the Proof of Concept (PoC) will be shared with all the members of evaluation committee for considering the same during evaluation process.

The evaluation includes the capabilities, quality, usability, integration and feature set of the solution, including but not limited to the following functions:

- Day-to-day maintenance and management of the product
- Ease and simplicity of deployment and configuration
- Ease of use and richness of functions in the product
- Product deployment options and usability

Bidders are further required to be in preparedness to demonstrate the proposed Passbook Printers by arranging for product walk-through at their own installations/principals/ R&D labs duly meeting the specific requirements/issues raised by the Bank.



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

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

#### **5. Normalization of Bids**

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;

Incremental bid submission in part of the requested clarification by the Bank

OR

Revised submissions of the entire bid in the whole

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.

The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

#### **6. Intimation to Qualified/Successful Bidders:**

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

#### **7. Correction of Error in Commercial Bid:**

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

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

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



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

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

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

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

#### **8. Determination of L1 Price**

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

The L1 bidder will be determined on the basis of the lowest price quoted in the Reverse Auction. The Reverse Auction would be conducted for Total Cost of ownership given in Commercial Bid Format (indicative) as per Annexure-E of RFP or in a manner described in Annexure-T. Brief Business Rules and Terms & Conditions of Reverse Auction are detailed in Annexure-T.

##### **Online Reverse Auction:**

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

Reverse Auction event will be carried out among the technically qualified Bidders, based on evaluation of Part B-Technical Proposal, for providing opportunity to the Bidders to quote the price dynamically for the procurement for which RFP is floated and also to get the most competitive price.

For finalization of the most competitive offer, the Bank will conduct "Reverse auction" The detailed procedure and Business rules for the Reverse auction is given as per Annexure-T.

Bank will call the technically qualified bidders whose Commercial Bids (Indicative) have been opened by the Bank for participating in the Reverse auction process which will be conducted by an Auction company authorized by the Bank. Bank will share the contact details of the concerned person of the Auction Company. Specific rules for this particular event viz. date and time, CAP price, bid decrement value, duration of event etc. shall be informed by the Auction Company to the participating bidders before the event. The bidders should furnish indicative prices for the project in their Indicative Commercial Bid to facilitate finalizing the start bid for "Reverse auction". However, the CAP price for Reverse auction will be fixed by the Bank.

Bidders should note that the indicative commercial bid is considered for the purpose of conducting Reverse auction process only. The L-1 bidder will be decided only later, on finalization of prices through Reverse auction.

Bidders should note that the indicative commercial bid is considered for the purpose of conducting Reverse auction process only. The L-1 bidder will be decided only later, on finalization of prices through Reverse auction.

The L1 bidder emerging at the end of the Reverse Auction process shall be required to submit the break-up of their Final price (last bid price) again as per Annexure-T (3) within 2 working days. Failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result in forfeit of the EMD with the Bank, which may please be noted.

##### **Re-auction/s Rules:**

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

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



- During the process of reverse auction, if there is no bids from logged in bidders, Bank may decide a re-auction by increasing the CAP price for Re-auction.
- At the end of the Reverse Auction If only one bidder puts up bid/s, Bank at its discretion may decide a re-auction.

Even after conducting Reverse Auction/s, if no Bidder has quoted or the prices quoted by them are not acceptable to the Bank. Bank at its discretion can ask all the technically qualified Bidders to submit the Closed Commercial Bid by giving sufficient time to the Bidders. If Bidder/s are not submitting the Commercial Bid in due date and Time, their EMD will liable to be forfeited. If the EMD is submitted by the way of BG, Bank can its discretion invoke the Bank Guarantee.

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

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

The bidder who is L1 will be referred to as the selected bidder.



**Part-IV Scope of Work**

Canara Bank intends to implement a tested, proven and state of art technology driven Centralized Integrated Security Surveillance System for proactively monitoring of ATMs/e-Lobbies. The purpose of implementing the proposed system is to avoid any mis-happening, crime, theft, burglary, vandalism at the ATMs/e-Lobbies locations and also to detect any intrusion.

Total no. of ATMs/e-Lobbies/sites under CAPEX Model is approximately estimated to be Nine Thousand Five Hundred.

Note - The above requirement is indicative only and may vary based on the Business Requirement of the Bank or change in guidelines issued by RBI or any regulatory body. Further Bank may use this Centralized Monitoring Solution for any future site control measures.

The proposed e-Surveillance System would consist of the following under OPEX Model:

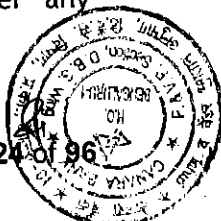
- a. Monitoring of the ATMs/ e-Lobbies/Sites
- b. Event based Alert Generation and Reporting.
- c. Quick Response Team (QRT) for attending to the sites on event based requirements.

However, the purchase of Quick Response Team (QRT) will be at the sole discretion of the bank and the decision for the same will be taken by the bank whenever it is felt necessary by the Bank. Any decision of the Bank in this Regard will be final and binding upon the selected bidder.

Major Scope of Services to be rendered by the vendor is as follows:

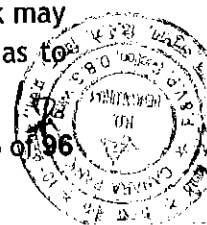
**1. Event based e-Surveillance Activities:**

- a. Detection of Intrusion in the ATM, Control Panel, etc. at ATM/e-Lobbies premises.
- b. Camera analytics or any facility, which should be able to detect any person entering ATM room with covered face, face under mask and/or wearing helmet etc.
- c. Alert in case of fire/abnormal heat, smoke, in the ATM/e-Lobbies.
- d. CCTV Surveillance should be provided in ATM Room and ATM Back room as well as the front entrance area.
- e. Event Based detection of loitering or unauthorized activity, using motion detectors through PIR (Passive Infrared) sensor/ IP Camera on a round the clock basis / or on a shift basis, wherever the ATMs functioning is on a shift basis. In other words, the Trigger action in all the ATMs including the ATMs closed in night would be on event based basis however, all the ATMs would remain under Surveillance for the 24X7X365 basis.
- f. Video verification by viewing images of site on above event.
- g. Storing of Images and Video for any Verification (90 days minimum) (Expandable to meet higher period for storing in case of any future administrative / regulatory requirements)
- h. Use of 2-Way Audio to deter the attempted crime and the system should be highly capable of clear voice/sound quality and there should be no disconnection even if the connectivity is lost with the command centre.
- i. Pre-recorded message of minimum 60 seconds should be played to deter any theft/burglary or any suspicious activity.





- j. Storing of ticket related notes / recordings of conversation with various parties for 90 days minimum. Storing of suspicious / criminal events would be for beyond 90 days, till the closer of the case.
  - k. SMS / Emails/Calls to Bank officials posted at Branches/Regions/ Circles/Head Office, on receiving an alert as per mutual agreed procedure. This disposition may be altered as per Bank requirement in future.
  - l. Telephone escalation to related parties regarding communication of crime.
  - m. Bank (Branches/Regional Offices/Circle Offices/Head Office) should have the authority and discretion to remotely view any of the ATMs under this solution whenever required, carry out mock drills etc. with availability of log details.
  - n. Bidder shall be liable for providing reports as per Bank's requirement and bidder is under obligation to provide audio-video footage / images as per the requirement of the Bank within 24hrs.
  - o. Providing audio - video footage/ images for submission to Police authorities/ Civil Administration authorities, under the law.
  - p. All functionalities given in functional specification to be provided. Functional specifications of the e-Surveillance system are as per General Functional Requirement and Mandatory Functional requirement mentioned in this RFP.
  - q. The offered system should have various reporting capabilities such as e- Surveillance system down report, system health check report, ATM-wise site- wise alert reports, ticket transaction reports, ATM main power cut reports, chest door open report, hood open report, and connectivity/ link uptime report etc.
  - r. The e-Surveillance vendor will be solely responsible to provide such information or video footage or image or reports (in portable device) to the police or other regulatory authorities on demand and under the permission of Bank's authorities. Suitable penalty will be applicable in case of failure to provide requisite footages.
  - s. To implement the offered system as per the technical/ functional specifications given in the RFP document.
  - t. Site and Geography identification for installation of system would be done absolutely at the discretion of the Bank. Similarly, any addition of the site should not attract any additional commercial.
  - u. The Bank may shift its ATMs during the contract period. In these cases, the bidder has to shift the same equipment to the new location.
  - v. During the currency of the contract, if any additional sensor is required to be installed, the vendor will install the same without any extra cost.
  - w. De-installation/Dismantling of any e-surveillance equipment from the site will be done without any additional cost to the Bank.
  - x. During the currency of the contract, the vendor should upgrade the system at no additional cost, particularly with reference to up gradation in technology related to CCTV camera (resolution)/Sensors or due to compliance of any Regulatory guidelines/requirements etc.
  - y. The Bank would use this support infrastructure for any other site control measures also.
  - z. Customer credentials should not be captured through any camera/sensor or any type of equipment in ATM cabin installed by the bidder.
2. **Site preparation-** The selected bidder is required to do all site preparation jobs, if required, to mount the desired device/equipment. Site and location identification for installation of system would be done solely at the discretion of the Bank. The Bank may shift its ATMs/Branches during the contract period and these cases, the bidder has to



shift the same equipment to the new location without incurring any additional cost to the Bank.

3. **Connectivity-**The selected bidder is required to provide end to end secure and dedicated connectivity from the individual site setups to the central monitoring system. Bidders have to provide separate VPN (Virtual Private Network) network based on GSM (Global System for Mobiles) or CDMA (Code Division Multiple Access) with redundant connectivity, from two different service providers.
4. **Online remote monitoring-** The proposed solution should be reliable, robust, scalable and latest surveillance system. The system should comprise of:
  - Intruder Alarm System
  - Video Surveillance System
  - Fire Detection System

The services offered by the proposed system should include but not limited to following functionalities:

5. **Remote monitoring of the location:** Event Based detection of loitering or unauthorized activity, using motion detectors through PIR (Passive Infrared) sensor Based Monitoring of individual sites from the Remote Central Monitoring System. Camera analytics or any facility, which should be able to detect any person entering ATM room with covered face, face under mask and/or wearing helmet etc. The Central Monitoring System should have facility to remotely control the equipment/ devices installed at individual sites. The Solution should capture, store, and analyze digital Video images with audio to enable central monitoring, increase operational efficiency, reduce liability, minimize risk and secure people & property.
6. **Online Video/ Audio pulling:** The Video/ Audio captured from the individual sites should be accessible on-demand, online from the Remote Central Monitoring System. Storing of Images and Video for any Verification (90 days minimum) (Expandable to meet higher period for storing in case of any future administrative / regulatory requirements).
7. **Two-way Audio to deter/warn criminal attempts/activities.** The system should be highly capable of clear voice/sound quality and there should be no disconnection even if the connectivity is lost with the command center. Pre- recorded message of minimum 60 seconds should be played to deter any theft / burglary or any suspicious activity.
8. The proposed system should have the capability to detect the Exceptional / unwarranted activities through various sensors such as:
  - a. Thermal Sensor
  - b. Removal Detector,
  - c. Vibration Sensor,
  - d. Tilt Sensor,
  - e. Motion Sensor,
  - f. Smoke Sensor
9. **Monitoring of devices and equipment-** The system should check the house keeping of the site and should generate status report at predefined intervals. The system should have machine based automated diagnostics for preventing down time. The monitoring



of devices and equipment will cover but not limited to the following activities:

- a. Video housekeeping.
- b. Camera health check-up
- c. HDD health check-up
- d. Sensor/ Detector health check-up.

**10. Quick Response Team (QRT) for attending to the sites on event based requirements.**

- The selected vendor has to ensure Quick Response Team (QRT) should attend the site within reasonable time (generally within 25 to 30 minutes in Metro/ Urban area, 40 minutes to 50 minutes in Semi Urban / Rural area).
- QRT should be able to inform the Police and take their support locally, in case of dire eventualities.
- Capability to take reasonable deterrent action, when encountering the culprits/miscreants at the event sites.
- To support the Bank / Law enforcement authorities up to the extent warranted by the nature of the event.
- QRT to be located through GPS.
- QRT should have professional knowledge of e-Surveillance system and should not be changed on frequent basis from their duties.

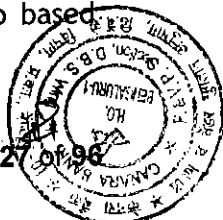
Any other related work, which may be included in the agreement after mutual discussion and appreciation of the inherent issues.

**11. Maintenance-** The selected bidder shall carry out the preventive maintenance once in a month in consultation with Bank during the contract period. Preventive Maintenance will include replacement of worn-out parts, checking through diagnostic software etc. Worn out parts should be replaced/repaired/rectified within a maximum period of 24 hours in metro & urban and 48 hrs. in other regions from the time of fault occurrence.

In case equipment is taken away for repairs, the Service Provider shall provide a standby equipment (of equivalent configuration), so that the work of Bank is not affected. The Service Provider shall keep sufficient quantity of spares as stock during the warranty period at their support office across the country.

**12. Web Portal and Mobile based Application:**

- i. The Service Provider shall provide dedicated web based portal and also mobile based application to Bank that enable us to provide real time monitoring of sites.
- ii. Web based portal and mobile based application should be capable to provide status of UP/down sites with individual equipment age wise.
- iii. History of previous theft/burglary should be available in the portal and application.
- iv. To raise manual ticket for down sites or any equipment's.
- v. To provide live view of sites in web portal which can changed on rotational basis.
- vi. Customization as per Bank's requirement.
- vii. Capability to take the screen shots of the live images and video.
- viii. To provide different type of reports in the portal.
- ix. To develop any new feature in the dashboard at no extra cost to the bank.
- x. To be able to generate the penalty calculation report, if required by the Bank.
- xi. Billing module (automatic calculations of monthly bills) exclusively in web based portal.



**13. Incident Management/ Reporting System-**

The possible incidents include vandalism, theft, fire, water leakage, misbehavior, mischief, crimes, or any other untoward incidents affecting the safety & security of the customer & Bank property. The proposed system should have automated on-line real-time fault detection & trouble tracking system. The system should have multiple means (email/ SMS etc.) for delivering alerts alarms to intimate above the incidents / situations to the authorized officials of the Bank/ local authorities. The proposed system should generate all management reporting of all untoward incidents and should store audit- trial of all access/ actions. The reporting system should be comprehensive and should have graphical analytical reporting of all incidences. Storing of ticket related notes / recordings of conversation with various parties for **90 days minimum**. Storing of suspicious / criminal events would be for beyond 90 days, till the closer of the case.

The major reports to be provided by the selected bidder are as follows:

- a. **System Uptime Report**  
Service Provider should provide uptime report of e-surveillance system to the Bank on (daily/weekly/monthly/quarterly).
- b. **Incident Report**  
Service Provider should provide incident report for each incidence to the Bank on (daily/weekly/monthly/quarterly).
- c. **Preventive Maintenance report**  
Service Provider should submit preventive maintenance report in banks format duly signed by E-channel manager (in case of offsite) and signed by connecting branch official (in case of onsite) (Monthly).
- d. **Site Audit report**  
Service Provider should provide site audit report having details of all assets deployed by the Bank at site (Monthly).
- e. **Any other report as desired by bank**  
Service provider should provide customized reports and dashboards as per the requirement of the Bank with any subsequent modifications as may be required due to changing necessity without any recourse of any cost revision.



**Part-V****1. Order details**

The purchase order for the PoC will be placed by the Head Office, DBS Wing. The payments for the same will be made by Head Office, DBS and the Performance Bank Guarantee for order will be required to be submitted in the same office.

Subsequent purchase order / work order for remaining locations / sites will be placed by the respective Circle Offices, as per the agreed rates. The payments for the same will be made by respective Circle Office and the Performance Bank Guarantee for order will be required to be submitted in the same office

**2. Schedule of Implementation**

The Bank reserves the right to shift the ordered items to any location where bank has presence or its Technical Partners, anywhere in India, during the contract period.

The selected bidder must undertake to GO LIVE within 60 Calendar Days from the date of acceptance of the purchase order.

**3. Contract Period**

The tenure of the Contract will be for a period of 3 (three) years extendable for further 2 years effective from the date of execution of the Service Level Agreement (SLA) unless terminated earlier by the Bank by serving 90 days' prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of initial period of 3 (three) years, the contract may be extended/renewed for such further period and on such terms and conditions as would be decided by the Bank.

The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 90 days" notice without assigning any reasons and without any cost or compensation therefor. Any offer falling short of the contract validity period is liable for rejection.

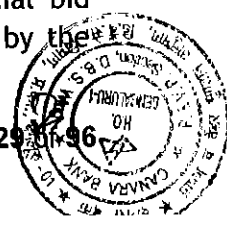
The selected bidder is required to enter into a Service Level Agreement (SLA), the format whereof is to be supplied by the Bank.

**4. Terms of Payment**

No advance payment will be made. The vendor has to submit the invoices after verification of uptime report submitted and deducting the penalties if any. Payment shall become due from the date of operationalizing of the individual service at the site from the date of installation/implementation of the e- Surveillance System. The service provider has to provide the Installation Certificate duly signed by the Bank official and vendor to the Bank as a proof for successful installation/implementation of e-Surveillance System.

The payments shall be made only for the services provided by the service provider as mentioned in the scope of work. The vendor has to submit the invoices within 1st Week of every succeeding month along with the uptime report and supporting documents.

The bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the bidders must be in conformity with the payment terms proposed by the



Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the commercial bid is not taken up by the bank during the course of the assignment, the bank will not pay the amount quoted against such activity / item.

#### 5. Paying Authority

Payment shall be made on monthly basis in arrears by respective Head Office / Circle Office under whose jurisdiction the vendor has rendered services at the site. However, all the payments shall be subject to the performance / delivery of the Services to the satisfaction of the Bank for this purpose.

#### 6. Local Support:

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

#### 7. Performance Bank Guarantee

The Selected bidder, within 15 days from the date of letter of intent will have to furnish a Performance Bank Guarantee, format as per Annexure - G, issued by any scheduled commercial bank (other than Canara Bank) equivalent to 10% of the project cost valid for 39 months (36 months + a claim period of 3 months) from the date of Letter of Intent (LOI). Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.

The Performance Bank Guarantee shall act as a security deposit and either in case the selected bidder is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the selected bidder is not able to fulfill any and all conditions specified in the document or is unable to complete the project within the stipulated time. This is independent of the LD (Liquidity Damage) on Delivery and installation.

In case the contract is getting extended, the selected bidder shall submit the Bank Guarantee of 10% of the project cost of that period of time with a validity of the extension period with 3 months claim period.

#### 8. Service Level Agreement

The selected bidder will be required to sign the Service Level Agreement with the Bank within 15 days of the acceptance of the LOI.

The draft format of SLAs will be provided after the Letter of Intent (LOI) with the successful bidder.

This section includes the SLAs which Bank requires the Successful Bidder to manage as key performance indicators for the scope of work. The objective of the SLA is to clearly define the levels of services to be delivered by the Successful Bidder to Bank for the duration of the contract.



The following section reflects the measurements to be used to track and report performance on a regular basis.

Bank intends to select the Successful Bidder who shall have common vision to deliver high quality of services to the users.

#### 9. Delay in the Vendor's Performance:

1. Services shall be made by the Vendor within the timelines prescribed in this document.
2. If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery and performance of Services, the Vendor shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and cause(s). As soon as practicable after receipt of the Vendor's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Vendors' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
3. Any delay in performing the obligation/ defect in performance by the Vendor may result in imposition of penalty, liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract (as laid down elsewhere in this RFP document)

#### 10. Uptime

The selected bidder shall guarantee an uptime of **98.00%** for the hardware equipment & solution provided which shall be calculated on monthly basis.

The **Uptime** is equal to total contracted hours in a month less downtime. The Downtime is the time between the time of report by the Bank and time of restoration of service within the contracted hours. "**Restoration**" is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same. For SLA purpose a quarter will be treated as 90 days. If the bidder fails to maintain guaranteed uptime on quarterly basis, Bank shall impose penalty. If the uptime is below **90%**, the Bank shall have full right to terminate the contract under this RFP.

Once go live of application, the services should be available on 365X24x7 basis and hence any technical problem should be resolved as per the response Time Matrix given below.

Sl. No.	Severity	Severity Description Support for Software solution	Response Time	Resolution Time
1	Severity 1	If the call is pertaining to complete disruption of services resulting in non-functioning of application /Solution. The operation is mission critical due to major disruption.	Within 30 Min of call reported.	Within 2 Hrs. of call reported
2	Severity 2	The issue is severe in nature but services are available with restricted operations and some manageable workarounds.	Within 30 Min of call reported	Within 3 Hrs. of call reported.
3	Severity 3	Minor loss of service and the impact of the issue could be	Within 30 Min of call reported	Within 4 Hrs. of call reported.

	minor in nature which may require some workaround to bring the normal functioning.		
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Bidder is expected to response and resolve issue within prescribed time frame based on the severity description decided by bank mentioned above and needs to strictly adhere to Server Level Agreement (SLA).

#### 11. Penalty:

The bidder shall guarantee 98.00% uptime. The Bidder shall be liable for penalties for uptime maintained below 98% in a month. Penalties for downtime of the application will be as per below mentioned table:

Uptime / Downtime	Applicable Penalty
System is nonfunctional for more than 30 minutes up to 4 Hours,	30% of monthly rentals for that site for each instance of failure beyond 30 minutes for 4 Hrs.
system remains non-functional beyond 4 hrs. and up to 24 hours	50% of monthly rentals for that site for each instance of failure for 4 Hrs. and up to 24 hours
system remains non- functional beyond 24Hrs.up to 48Hrs	75% of monthly rentals for that site for each instance of failure for 24 Hrs. and up to 48 hours,
system remains non-functional beyond 72Hrs,	100% of monthly rentals for that site for each instance of failure beyond 72 hours,

#### 12. Liquidated Damages

Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the total cost of ownership.

If the selected Bidder fails to provide any of the services after starting of operations, as per the terms of this RFP, the Bank shall be entitled to charge penalty/ liquidated damages @ 5% of the monthly bill, per week or part thereof.

Liquidated damages will be calculated per week basis. The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Bidder. Bank may invoke the Bank Guarantee for further delay in in delivery & migration.

Both the Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently. Penalty and Liquidated Damages are not applicable for reasons attributable to the Bank and Force Majeure.

#### 13. Preliminary Scrutiny

Canara Bank will scrutinize the offers to determine whether they are complete, whether errors have been made in the offer, whether required technical documentation has been





furnished, whether the documents have been properly signed, and whether all the necessary information supported by documentary evidences are submitted as per prescribed method. Offers not meeting the prescribed guidelines and or with incorrect information or not supported by documentary evidence, wherever called for, would summarily be rejected. However, Canara Bank, at its sole discretion, may waive any minor non- conformity or any minor irregularity in an offer. Canara Bank reserves the right for such waivers and this shall be binding on all vendors.

#### **14. Single Point of Contact**

The selected bidder shall appoint a single point of contact, with whom Bank will deal, for any activity pertaining to the requirements of this RFP.

#### **15. Taxes**

- a. Bidder shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and payable under the local, state and/or central laws, rules and/or regulations as may be prevalent and as amended from time to time in relation to the services rendered pursuant to this agreement. The Bank may in its discretion, but without being bound to do so, make payment of Taxes, duties as aforesaid and in the event of such payment, Bank shall be entitled to deduct the payment so made from the payment due to Bidder in respect of Bills.
- b. The Bank shall not be liable nor responsible for collection and / or payment of any such taxes, duties, fines, penalties etc., by whatever name called, that are due and payable by bidder, under the local, state and/ or central laws, rules and /or regulations as may be prevalent and as amended from time to time.
- c. Nothing contained herein shall prevent the Bank from deducting taxes deductible at source as required by any law/s or regulation/s. Bidder shall be responsible to report any non-receipt of certificate of taxes deducted at source within ninety (90) days of deduction of such taxes at source by the Bank to bidder. The Bank will not issue any duplicate certificate for deduction of taxes at source unless such request is made within ninety (90) days of the closure of the financial year.
- d. Bidder shall co-operate fully in the defense of any claim/s by any local, state or union authorities against The Bank with respect to any taxes and/or duties due and payable by bidder and /or individuals assigned by bidder under this agreement. Without limiting the generality of the foregoing bidder shall upon request by The Bank, give to The Bank all documents, evidences in a form satisfactory to The Bank to defend such claim/s. Any claims filed against The Bank, the cost to be borne by the selected bidder.
- e. The payments shall be made by Head Office / Circle Office. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.

#### **16. Confidentiality and Secrecy**

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as



this original and subject to the same confidentiality undertaking.

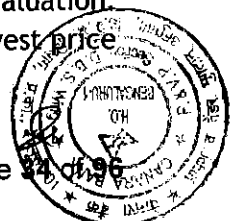
The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.

The bidder/selected bidder must undertake that they shall hold in trust any Information received by them under the Contract/Service Level Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and
- To treat all Information as Confidential Information.
- The selected service provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the Canara Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the Canara Bank and shall be considered to be confidential and proprietary information ("Confidential Information"), solely of the Canara Bank and shall not be used/disclosed to anybody in any manner except with the written consent of The Canara Bank.
- The selected service provider shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the Canara Bank. The Confidential Information will be safeguarded and the selected service provider will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.
- **Conflict of interest:** The Vendor shall disclose to Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
- The successful Bidder is required to execute a Non-Disclosure Agreement to the bank as per bank's format before or at the time of execution of the Service Level Agreement.

#### **17. Award of Contract**

The bidder who qualifies in the technical evaluation will qualify for commercial evaluation. The bidder whose bid has been determined to be responsive and who quotes the lowest price will be treated as L1 Bidder.



The Bank will allocate the sites for implementing Centrally Monitored e-Surveillance System / solution amongst vendors in the following manner:

The ATM Sites allocation will be done as L1:L2 in the ratio of 60:40. L2 bidder has to match prices of L1.

In case, Bank decides to terminate the contract of any selected bidders, for any reason whatsoever mentioned in the RFP, the invitation will be given to L3 vendor and to L4, if L3 does not accept the same. In this process it will be ascertained that the overall ratio of 60:40 is maintained.

#### **18. Compliance with Laws**

- a. The selected service provider hereto agrees that it shall comply with Labor Laws and all applicable union, state and local laws, ordinances, regulations, CVC / RBI guidelines / statutory requirements and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required at no additional cost to the Bank.
- b. The selected service provider has represented that their company holds all valid, licenses/registrations as may be required under the laws prevalent from time to time, in particular but not limited to, The Contract Labor (Abolition and Regulation Act) and other labor laws. The service provider shall ensure that all such registrations/licenses where required, are kept valid and subsisting throughout the term of this agreement.

If at any time during the term of this Agreement, if Canara Bank is informed or information comes to its attention that the selected service provider is or may be in violation of any terms and conditions mutually agreed between the Canara Bank and the service provider, which proves to be unsatisfactory to the Canara Bank, then the Canara Bank shall be entitled to terminate this Agreement by giving not less than one-month notice in writing.

#### **19. Force Majeure**

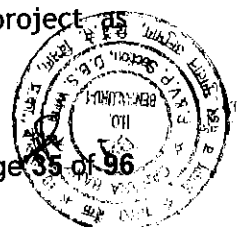
Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or the Bank as the case maybe which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics,
- Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- Terrorist attacks, public unrest in work area,

Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Selected bidder or the Bank shall not be liable for delay in performing his / her obligations resulting from any Force Majeure cause as referred to and / or defined above.

#### **20. Completeness of The Project**

The project will be deemed as incomplete if the desired objectives of the project as mentioned in Section "Scope of Work" of this document are not achieved.



## **21. Acceptance Testing**

The Bank will carry out the acceptance tests as per Scope of work Part - IV supplied & implemented by the selected bidder as a part of the Project. The Vendor shall assist the Bank in all acceptance tests to be carried out by the Bank. The provisioned items will be deemed accepted only on successful acceptance of those products and the vendor would need to provision insurance of those items till successful acceptance. The Bank at its discretion may modify, add or amend the acceptance tests which then will have to be included by the vendor. The Vendor shall arrange for the tests at the relevant sites in the presence of the officials of the Bank. The Vendor should ensure that the tests will involve trouble-free operation of the complete system apart from physical verification and testing and that there shall not be any additional charges payable by the Bank for carrying out this acceptance test.

## **22. Right to Alter Quantities**

Bank reserves the right to place an indicative order of  $\pm 25\%$  (Twenty-Five Percent) of the projected quantity with the bidder/s at the quoted price, terms and conditions as mentioned in the commercial format i.e. Annexure - E. Any decision of the Bank in this regard shall be final, conclusive and binding upon the bidder.

## **23. Price Validity**

The selected bidder will be required to keep the price valid for a period of 01 years (12 months) from the date of issuance of 1st Purchase Order. There shall be no increase in price for any reason whatsoever during the period of 12 months and Bank may place the additional Purchase Orders to the selected bidder for any or all of the services at the agreed unit rate for line items as mentioned in the commercial format i.e. Annexure - E during the price validity period of 12 months.

## **24. Order Cancellation**

The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- i. The bidder commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order / SLA.
- ii. Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
- iii. The bidder goes into liquidation voluntarily or otherwise.
- iv. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.
- v. The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory.
- vi. Non-compliance of the scope of the job.
- vii. Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank.
- viii. On the events of data piracy / privacy / system failures / security failures.
- ix. If deductions on account of liquidated damages exceed more than 10% of the total order price.



**In case of cancellation of order**

- a. In case the bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder.
- b. If the bidder does not perform satisfactorily or delays execution of order, Canara Bank reserves the right to get the balance order executed by another party of its choice by giving 10 days" notice for the same. In this event the bidder is bound to make good the additional expenditure, which Canara Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.
- c. Canara Bank reserves the right to recover any dues payable by the bidder from any amount outstanding to the credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order.
- d. In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.
- e. Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries exceeds 10% of the TCO.

**25. Indemnity**

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.

The selected Bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfil obligations by the selected bidder or its employees/personnel.

All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Vendor shall continue to be liable under the indemnities.

Selected Bidder is required to furnish a separate Letter of Indemnity (Format whereof to be supplied by the Bank) in Bank's favor in this respect before or at the time of execution of the Service Level Agreement.

**26. Publicity**

Any publicity by the selected bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank. The Bidder shall not make or allow making a public announcement or media release about any aspect of the Contract unless The Bank first gives the Bidder its prior written consent.



**27. Privacy and Security Safeguards**

The selected bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Bank location. The Selected bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank Data and sensitive application software. The Selected bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Bank location.

**28. Technological Advancements**

The Selected bidder shall take reasonable and suitable action, taking into account economic circumstances, at mutually agreed increase / decrease in charges, and the Service Levels, to provide the Services to the Bank at a technological level that will enable the Bank to take advantage of technological advancement in the industry from time to time.

**29. Exit Option and Contract Re-Negotiation**

The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

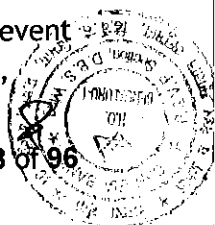
- Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 30 days of receipt of purchase contract;
- Delay in offering;
- Delay in commissioning project beyond the specified period;
- Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;
- Serious discrepancy in project noticed during the testing;
- Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.
- Serious discrepancy in completion of project.
- Serious discrepancy in maintenance of project.

In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Selected Bidder.

The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.

The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Selected Bidder's offer does not match such lower price. Notwithstanding the foregoing, the Selected Bidder shall continue to have the same obligations as contained in this scope document in relation to such equipment procured from third-party suppliers.

As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favorable terms in the industry, and secondly,



The Equipment procured here from third parties is functionally similar, so that the Selected Bidder can maintain such equipment.

The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Selected Bidder will be expected to continue the services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

The Bank and the Selected Bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Selected Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.

### **30. Signing of Contract**

The selected bidder(s) shall be required to enter into a service level agreement (SLA) with Canara Bank, within 21 days of the award of the Bid through a Letter of Intent or within such extended period as may be specified.

The SLA shall be based on the requirements of this RFP, the terms and conditions of purchase order, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the proper performance of the work in accordance with the Bid and the acceptance there of, with terms and conditions contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract.

The selected bidder will also sign a Non-Disclosure Agreement and Deed of Indemnity with the Bank on a format prescribed by the Bank.

### **31. Technical Inspection and Performance Evaluation**

Canara Bank reserves its right to carry out a technical inspection and performance evaluation (bench-marking) of the offered item(s). Bank may instruct eligible bidders to make technical presentation at Bank's Head Office for the proposed solution / service. Bidders will have to make such presentation at their own cost.

### **32. Verification**

Canara Bank reserves the right to verify any or all statements made by the vendor in the Bid document and to inspect the vendor's facilities, if necessary, to establish to its satisfaction about the vendor's capacity to perform the job.

### **33. Termination**

Canara BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 90 (ninety) days' prior notice in writing and recover damages, costs and expenses



incurred by Bank under the following circumstances: -

- a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder.
- b) The selected bidder goes into liquidation, voluntarily or otherwise.
- c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
- d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.
- f) Deductions on account of liquidated damages exceed more than 10% of the total work order.
- g) In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, Canara BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder.
- h) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, Canara 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 Canara BANK may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.
- i) Canara 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 adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.

The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force.

#### **34. Termination for Convenience**

The Bank, by written notice sent to the vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective. A notice period of 2 months will be given before termination on convenience

#### **35. Termination for Insolvency**

The Bank may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

#### **36. Termination for Default**

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, may terminate this Contract in whole or in part, if the bidder fails to perform any obligation(s) under the Contract.





**37. Consequences of Termination**

In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), Canara Bank shall be entitled to impose any such obligations and conditions and issue

any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution / continued execution of the scope of the Contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by Canara Bank, the bidder herein shall be obliged to provide all such assistance to the next successor bidder or any other person as may be required and as Canara Bank may specify including training, where the successor(s) is a representative/personnel of Canara Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

Nothing herein shall restrict the right of Canara Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to Canara Bank under law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

**38. Compliance with Applicable Laws of India**

The selected bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

All the employees/operator deployed by the vendor for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard. (Proof of compliance and labor license needs to be submitted along with the quotation).

This indemnification is only a remedy for the Bank. The vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.

The selected bidder confirms to Bank that it complies with all Central, State, Municipal laws



and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify Bank about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation / Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Bank and its employees/officers/staff/personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

### **39. Dispute Resolution Mechanism**

The Bidder and The Bank shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- i. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- ii. The matter will be referred for negotiation between Deputy General Manager of the Bank and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Bengaluru and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The arbitrators shall hold their sittings at Bengaluru. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Bengaluru alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction.



Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

#### **40. Arbitration**

All dispute or differences whatsoever arising between the selected bidder and the Bank out of or in relation to the construction, meaning and operation, with the selected bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The Arbitrator / Arbitrators shall give a reasoned award.

Work under the Contract shall be continued by the Selected bidder during the arbitration proceedings unless otherwise directed in writing by the Bank unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due to payable by the Bank, to the Selected bidder shall be withheld on account of the on-going arbitration proceedings, if any unless it is the subject matter or one of the subject matters thereof. The venue of the arbitration shall be at Bengaluru, INDIA.

#### **41. Adherence of Cyber Security Policy**

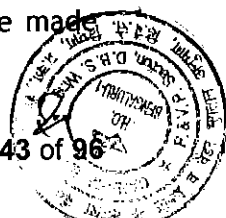
Bidders are liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT/Information Security / Cyber Security Policy. The IT /Information Security/ Cyber Security Policy will be shared with successful bidder. Bidders should ensure Data Security and protection of facilities/application managed by them.

The deputed persons should aware about Bank's IT/IS/Cyber security policy and have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised/disclosed/misused/ misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank.

Bidder has to agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank and will sign "Non-Disclosure Agreement" document provided by Bank.

The legal and regulatory requirements, including data protection, intellectual property rights, copy right, all the relevant regulations for sub-contracting; including the controls that need to be implemented shall be included in the supplier agreement.

All information resources (online/in-person) of the vendors and its partners shall be made accessible to Reserve Bank of India as and when sought.



Credentials of vendor/third party personnel accessing and managing the bank's critical assets shall be maintained and shall be accordance with bank's policy.

The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and bidder shall ensure to support baseline system security configuration standards. The Bank shall also conduct effective due diligence, oversight and management of third party vendors'/service providers & partners.

Vendor criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsources and partner arrangements shall be ensured.

#### **42. Limitation of Liability**

Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for

- a. IP Infringement indemnity.
- b. Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the Bidder that gave rise to claim, under this RFP.

Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

  
P THAKUR NAIK  
DEPUTY GENERAL MANAGER  




**Annexure - A :: Bid Covering Letter****[On Firm's / Company's Letter Head]**

Ref. No.:

Date:

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

Dear Sir,

SUB: RFP for \_\_\_\_\_.

Ref: RFP No. \_\_\_\_/\_\_\_\_ dated \_\_\_\_\_.

We have examined the above mentioned tender document including all annexures the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/modifications/amendments, if any, furnished by the Bank and we, the undersigned, offer for subject items are in conformity with the said tender in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

The undersigned is authorized to sign on behalf of the Bidder Company and the necessary supporting documents delegating this authority is enclosed to this letter.

If our offer is accepted, we undertake to complete the formalities of deliverables as per RFP for Software/Hardware/Solution/Services as per timelines mentioned in the RFP for each ordered locations.

If our offer is accepted, we undertake to provide Technical consultancy / Service support / Guidance for the items/solution supplied as per the above referred RFP, during contract period. We enclose a Demand Draft /Bank Guarantee in lieu of EMD as per RFP in favor of Canara Bank as EMD or Exemption certificate in lieu of EMD.

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

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



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

We will 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). We further understand that 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.

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

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

We hereby undertake that we have not been blacklisted/debarred by any Scheduled Commercial Banks/Public Sector Undertakings/Government Entities in India as on date.

Date

Signature with seal

Name:

Designation:



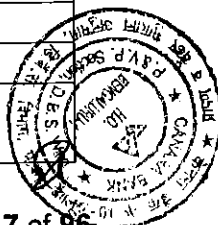
**Annexure - B :: Bidder's Profile****[On Firm's / Company's Letter Head]**

SUB: RFP for \_\_\_\_\_.

Ref: RFP No. \_\_\_\_/\_\_\_\_ dated \_\_\_\_\_.

**Profile of the Bidder**

<b><u>Sl.</u></b>	<b><u>Particulars</u></b>	<b><u>Details</u></b>
a)	Name of the Bidder Firm/Company	
b)	Proposed Solution Name with Name of OEM & OSD/OSO	
c)	Constitution (Ltd./ Pvt. Ltd/Firm)	
d)	Date of Incorporation and / or Commencement of business	
e)	Certificate of Incorporation (CIN)	
f)	Whether registered as MSE for the item under the RFP? (Proof of registration as MSE for the item under the RFP)	
g)	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)	
h)	Whether eligible for Purchase Preference linked with Local Content under Public Procurement (Preference to Make in India) Order 2017, and Notifications issued thereunder? (Form PP-C or PP-D as applicable)	
i)	Address of Corporate Office	
j)	Address of the Registered Office	
k)	Particulars of the Primary Contact Person (Authorized Signatory of the Bidder)	Name
		Designation
		Address for Correspondence
		Phone Number (Landline)
		Mobile Number
l)	Particulars of the Secondary Contact Person	Email Address
		Name
		Designation
		Address for Correspondence
		Phone Number (Landline)
m)	Firm / Company Website address	Mobile Number
		Email Address
n)	Firm/Company PAN number Firm/Company GST Number	



Beneficiary Bank Details Beneficiary Name Beneficiary Account Number Type of Bank Account (Current/OD/OCC etc.) IFSC Code Beneficiary Bank Name & Branch address	
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**Financial Position of Bidder for the last three financial years**

	2016-17	2017-18	2018-19
Profit After Tax			
Net Worth			
Turnover			

**N.B. Enclose copies of Audited Balance Sheets along with enclosures****Proposed Service details in brief**

- Description of service:
- Details of similar service provided to PSU organization/BFSI in India specifying the number of Banks and branches

Details of Experience in the field of (for Implementation of e-Surveillance Systems on Opex Model)

PSU Organization/BFSI		
Name of Organization	Period	
	From	To

**N.B. Enclose copies of Purchase Orders and references.**

Date

Signature with seal

Name:

Designation:





**Annexure - C :: Manufacturer's Authorization Form (MAF)**

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

Dear Sir,

We ..... (Name of the Manufacturer) who are established and reputable manufacturers of..... having factories at .....,....., ..... and ..... do hereby authorize M/s(Name and address of Bidder) who is the bidder submitting its bid pursuant to the Request for Proposal issued by Canara Bank on behalf, to submit a Bid and negotiate and conclude a contract with you for supply of equipment manufactured by us against the Request for Proposal received from your bank by the Bidder and we have duly authorized the Bidder for this purpose.

We hereby extend our guarantee/ warranty and AMC as per terms and conditions of the RFP No .....and the contract for the equipment and services offered for supply against this RFP No..... By the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP No..... In respect of such equipment and services. We undertake to provide back-to-back support for spares and skill to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during warranty as well as AMC period if the above bidder authorized by us fails to perform in terms of the RFP.

Yours Faithfully Authorized Signatory (Name:

Phone No.:

Fax:

E-mail :)

(This letter should be on the letterhead of the Manufacturer duly signed by an authorized signatory)



### Annexure - D :: Techno-Functional Requirement

Bidder are required to give relevant literature with details of the equipment's makes and model/ Manufacturers' authorization for Camera, NVR and Alarm Panel/ Network Architecture and system architecture to support compliance claim / MAF, authorization letter, if they themselves have the said service in- house).

Documentary evidences should clearly suggest the proven capability of past and sufficient dependency for the future **Three (3) years**, wherever there is dependency on any third party.

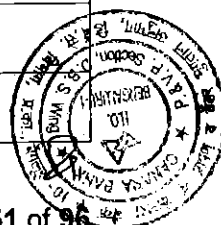
Any bid not fulfilling any of the eligibility cum technical criteria under **MANDATORY REQUIREMENTS** or even having said "Yes" in the bid document but found "No" on the ground during actual evaluation would be summarily rejected.

#### Mandatory Requirements

Sl. No	Alarm Panel Specification	Compliance (Yes/No)
1	<b>Alarm Panel Key Features</b>	
	Alarm Panel with necessary online connectivity, sufficient zones, sufficient Battery backup, and removal sensor for ATMs, cash recycler, passbook printer, AOK and various equipment in the ATM cabin.	
2	<b>Required Sensors and Devices</b>	
	Metal contact Sensor for sensing the removal of ATMS, Cash Recyclers and More Unit of other Self-service Terminals, opening of hood and chest door, Auto shutter open/shut and other equipment placed with the ATM room.	
	To detect any kind of tampering with the equipment installed at ATM site.	
	Note: Wireless sensors would be carrying extra weightage and all sensors should be temperature resist.	
3	<b>Image / Video Items</b>	
a	8 Channel NVR with Tamper indication and Surveillance rated HDD with 90 Day's motion based recording capacity.	
	Apart from NVR, motion based recording and images of 90 days should be available at cloud also (on real time basis).	
b	<b>Cameras -</b> One 2 mega pixel IP Dome IR Camera - for front Lobby One 2 mega pixel IP Bullet IR Camera - for out- side ATM room One 2 mega pixel IP hidden Camera with mirror One 2 mega pixel IP Camera IR - front / Back lobby	
	All Cameras should be of High Resolution or temperature resist and should be able to record clear images and video in the scenario of dull light at ATM site or the bright light from the background. While viewing the site in real time through CCTV surveillance from Command centres of the vendor, there should be no interruptions due to connectivity/Bandwidth related issues.	
c	All above mentioned cameras must have SD card of 32 GB to capture recording.	
d	Camera analytics to detect loitering in ATM premise, Back room	
e	Camera analytics for head count in ATM premise	
f	2 Way Audio Items	



Sl. No	Alarm Panel Specification	Compliance (Yes/No)
g	Use of 2-Way Audio to deter the attempted crime and the system should be highly capable of clear voice/sound quality and there should be no disconnection even if the connectivity is lost with the command center.	
h	Pre-recorded messages should be played with minimum 60 seconds or more to avoid any theft/burglary or any suspicious activity.	
5	<b>Communication Equipment at Sites</b>	
	Communication equipment with GSM / VPN/ multi SIM intelligent Router with bandwidth aggregator/or any aggregation technology with minimum Triple/quad connectivity (4G SIM & above) to ensure that functioning of ATM is not impacted because of the failure of any communications equipment	
6	<b>Central Alarm Monitoring Station (Infrastructure requirements)</b>	
a	Servers with "HOT REDUNDANCY" with immediate change over facility from Primary server to secondary server with no time loss.	
b	Bandwidth - Minimum 30 MBPS Primary Back- haul from Network provider Hub to Central" Monitoring Station and Minimum 30 MBPS Secondary Back-haul with auto switchover	
c	Generator & UPS with sufficient capacity, Data Storage on Network Access Storage (NAS) for high Redundancy.	
7	<b>Central Alarm Monitoring Station Alert Handling Service requirement</b>	
a	Capability of software alert in form of tickets besides Pop- Ups from CMS to monitor the health of all equipment deployed at site on 24x7 basis and a complaint reporting protocol and escalation matrix up to 5 Agencies of various departments.	
b	Capability of - recording the conversation details of various agencies like MSP, Dispatch agency, Police and Fire Department and Bank individual; remotely controlling Siren, Smoke/Fire sensor from Central station and Raising of alerts on Scheduled timings or 24x7 basis as required by Bank.	
c	Capability of identifying the abnormal activities through Motion monitoring and Video verification and deterring them through the use of 2-way audio communication and pre-recorded messages.	
d	Capability of raising the matter as per the escalation matrix decided by Bank if the crime cannot be deterred.	
e	Capability of supporting in incident investigation by way of previous preview functionality (in the form of footage or images) attached to the ticket for last 30 minutes or more	
8	<b>Central Recording</b>	
	When the Central Monitoring Executive has viewed the site through video verification, the video verification images should be stored centrally to ensure that images are available for forensic purpose even if the burglars destroy the NVR at the site.	
9	<b>Central Image Pulling</b>	
	Central Monitoring Station must have the ability to pull images and Video footage centrally from site NVR and cloud of when demanded by the Bank.	
10	<b>Web based portal</b>	
a	Capability to provide real time monitoring of sites through all installed cameras	
b	Capability to provide status of UP/down sites with aging of individual equipment	
c	History of previous theft/burglary and other suspicious incidence should be available in the portal and application.	
d	Capability to provide remotely activate hooter and two way communication.	



Sl. No	Alarm Panel Specification	Compliance (Yes/No)
e	Capability to raise manual ticket for down sites or any equipment	
f	Capability to take the screen shots of the live images and video.	
g	Billing module (automatic calculations of monthly bills)	
h	Previous 90 days recording should be available in web based portal	
i	Capability to provide various reports as mentioned in Scope of this RFP	
13	<b>Mobile based Application</b>	
a	Capability to provide real time monitoring of sites through all installed cameras	
b	Capability to provide status of UP/down sites with individual equipment age wise	
c	History of previous theft/burglary and other suspicious incidence should be available in the portal and application.	
d	Capability to provide remotely activate hooter and two way communication.	
e	Capability to raise manual ticket for down sites or any equipment	
f	Capability to take the screen shots of the live images and video	
15	<b>Toll Free number facility</b>	
	Dedicated Toll free number facility should be displayed at ATM site for any complaint related to non-working of e-surveillance system or its equipment	
16	<b>Reports</b>	
	Capability of generating all Ticket Reports with all details that include Date and Time of Alert and also capability of generating required MIS data with respect to surveillance.	

**\*Note:** All Cameras specification should be 2 MP with 25 fps and resolution (1920X1080) with 32 GB memory card recording and also have day/night mode visibility.



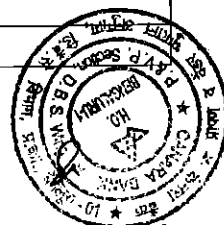
**General Functional and Business Requirement**

Our detailed functional and business requirement out of above Mandatory Requirements and capabilities are given hereunder which will be expected to be fulfilled by the bidders for the service deliverance.

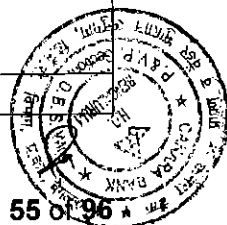
[GENERAL FUNCTIONAL AND BUSINESS REQUIREMENTS criteria is expected to be fulfilled in general however, if there is any minor deviation in compliance, not affecting the critical service capabilities, the bid may be considered at the sole discretion of the Bank for further processing].

Sl. No.	Specification	Compliance (Yes/ No)
	Sensors, Detectors and cameras are Certified	
<b>1</b>	<b>Alarm Panel Key Features</b>	
1.1	Panel with on-line connectivity to Central Monitoring Station	
1.2	16 - 32 Zone Alarm Panel	
1.3	Ethernet card for TCP/IP Networking	
1.4	8 Hours internal battery Back-up for Alarm Panel, Router, Microphone, Speaker, NVR and 1 IR Vandal Proof Dome Camera + 1 IR Vandal Proof weather proof Bullet Camera + 1 IP Based Vandal Proof Camera + 1 hidden Camera with mirror. All Cameras should be of High Resolution and should be able to record clear images and video in the scenario of dull light at ATM site or the bright light from the back- ground. While viewing the site in real time through CCTV surveillance from Command centres of the vendor, there should be no interruptions due to connectivity/Bandwidth related issues	
1.5	Metal Security enclosure with Key lock for Alarm panel, NVR & Router with Key and Tamper zone on opening	
1.6	ATM Mains power sensing ability (Power Input Sensor- Mains Input(ON/OFF) (Silent Zone)	
1.7	UPS power sensing ability(Power Output) Sensor- UPS Output (ON/OFF) (Silent Zone)	
1.8	Built-In Internal SMPS and Battery (8 Hours) for router, NVR, 4Cameras, Microphone and speakers	
1.9	ATMS, Cash Recyclers and other Self-service Terminals, and other equipment Removal Zone (Unique Zone)	
1.10	ATMS, Cash Recyclers and other Self-service Terminals, and other equipment Seismic Sensor / Vibration Sensor Zone (Unique Zone) (Drilling and hammering protection)	
1.11	ATMS, Cash Recyclers and other Self-service Terminals, and other equipment hood and Chest Door Zone (Unique Zone)	
1.12	ATMS, Cash Recyclers and other Self-service Terminals, and other equipment Thermal Sensor Zone (Unique Zone)	
1.13	ATM Back Room Door open Zone (Unique Zone)	
1.14	Cheque Drop Box removal (Unique Zone)	
1.15	CCTV Camera 1 (with IR Vandal Proof Dome Cameras), Speaker & Microphone removal Zone in series	

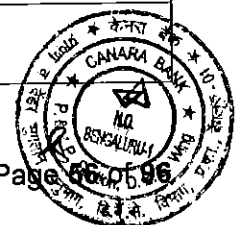
Sl. No.	Specification	Compliance (Yes/ No)
1.16	CCTV Camera 2 (IR Vandal Proof Bullet Camera) Removal Zone (Unique Zone)	
1.17	CCTV Camera 3 (IR Vandal Proof PIN hole Camera) Removal Zone(Unique Zone)	
1.18	CCTV Camera 4 (IP Vandal Proof Dome Camera) Removal Zone (Unique Zone).	
1.19	Smoke / Fire Sensor Zone (Unique Zone)	
1.20	Panic Switch Zone (Unique Zone)	
1.21	Auto Shutter Lock Sensor Zone	
1.22	Motion Sensor Zone to Detect motion between 22.00 hrs. and 06.00 hrs. or any differentially defined time set to detect motion in ATM room (Unique Zone). Timing should be programmable for each site specific requirements.	
1.23	Glass Break Zone to Detect breaking of glass (Unique Zone)	
1.24	8 Hours battery backup for Alarm Panel	
1.25	One Mirror for rear view by the customer	
<b>2</b>	<b><u>Required Sensors and Devices</u></b>	
2.1	ATMS, Cash Recyclers & other Self-service Terminals, and other equipment Removal Sensor (Metal contact Sensor)	
2.2	ATMS, Cash Recyclers & other Self-service Terminals, and other equipment Seismic sensor / Vibration sensor Zone (to work with UL 291 Business hour and UL 291, 24 hour ATM Chest)	
2.3	ATMS, Cash Recyclers, hood and other equipment Chest Door Zone (Plastic /metal Contact Sensor)	
2.4	ATMS, Cash Recyclers & other Self-service Terminals, and other equipment Thermal Sensor with Rate of rise feature	
2.5	ATM Back Room Sensor (Metal contact Sensor)	
2.6	Security Enclosure Tamper Sensor	
2.7	Removal Sensor Cheque Drop Box, UPS and Battery (Metal contact Sensor)	
2.8	Door open Sensor for Cheque Drop Box(contact Sensor)	
2.9	Speaker Removal Sensor (Plastic Contact sensor)	
2.10	Microphone Removal Sensor(Plastic Contact Sensor)	
2.11	CCTV Camera 1 Removal sensor	
2.12	CCTV Camera 2 Removal Sensor	
2.13	CCTV Camera 3 Removal Sensor	
2.14	CCTV Camera 4 Removal Sensor	
2.15	Glass Break Sensor	
2.16	PIR Motion Sensor/ Occupancy Sensor	
2.17	Removal sensor for Siren/hooter	
2.18	Panic Switch/ Duress Button at backroom/lobby / as required	
2.19	Backdoor open/close sensor	
2.20	Shutter sensor to monitor opening / closing activity	
<b>3</b>	<b><u>Image &amp; Video Items</u></b>	



Sl. No.	Specification	Compliance (Yes/ No)
3.1	8 Channel NVR with Tamper indication and Surveillance rated HDD with 90+ Day's motion based recording capacity. Bidder must provide the HDD specification and proof that HDD is Surveillance rated HDD.	
3.2	90+ days motion based recording at cloud	
3.3	IP Dome IR Camera - front Lobby	
3.4	IP Camera IR - front / Back lobby, as required	
3.5	IP Bullet IR Camera - out Side ATM room for entrance / front surrounding monitoring	
3.6	IP hidden Camera with mirror	
<b>4</b>	<b><u>2 Way Audio Items</u></b>	
4.1	High standard Speaker with audio cables.	
4.2	High standard Microphone with audio cables.	
4.3	Pre-recorded messages should be played with minimum 60 seconds or more to avoid any theft/burglary or any suspicious activity.	
<b>5</b>	<b><u>Communication Equipment at Sites</u></b>	
5.1	GSM /VPN with minimum 4G multi SIM intelligent Router with bandwidth aggregator/any other suitable mode (triple/quad Connectivity is required)	
5.2	High Gain Antennae where required	
5.3	The functioning of the ATM should not be impacted because of the use or failure of any communication equipment	
<b>6</b>	<b><u>Central Alarm Monitoring Station (Infrastructure Requirements)</u></b>	
6.1	Servers with „HOT REDUNDANCY“. If the Primary server fails, the secondary server takes over immediately with no time loss	
6.2	Minimum 30 MBPS Primary Back-haul from Network Provider Hub to Central Monitoring Station with auto switches over. Letter from network provider is required.	
6.3	30 MBPS Secondary Back haul from another Network provider for Back up to Primary Back Haul. Letter from network provider is required.	
6.4	UPS Supply to all systems	
6.5	Generator Back-Up to Mains Power with auto-Start	
6.6	Data Storage on Network Access Storage (NAS) for high data Redundancy	
6.7	GSM /VPN with minimum 4G multi SIM intelligent Router with bandwidth aggregator/any other suitable mode (triple/quad Connectivity is required) auto switchover	
6.8	Should have a documented and tested Business Continuity Plan (BCP), a Disaster Recovery site according to Disaster Recovery Plan (DRP) and the documents related to both BCP/DRP should be submitted to the Bank	
6.9	If not, then can DRC be implemented within 3 Months from date of first purchase order (Due undertaking to be submitted)	
<b>7</b>	<b><u>Communication Requirements Networking</u></b>	
7.1	On-line Alarm Panel with TCP/IP communication over secure wireless VPN Network for Alarm data, Video data and Audio data.	
7.2	On-line Alarm Panel with TCP/IP communication over secure wireless VPN Network for Alarm data, Video data and Audio data.	
7.3	TCP/IP Networking	

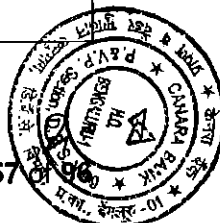


Sl. No.	Specification	Compliance (Yes/ No)
7.4	International standard SIA messaging	
<b>8</b>	<b><u>Central Alarm Monitoring Station Alert Handling Service Requirement - (Scope)Alarm Station Service Requirement</u></b>	
8.1	The software alert should be in form of tickets and not only Pop-Ups	
8.2	The ticket should have ability to store escalation details as below associated with the particular site that generated the alert (Individual to the sites)	
8.3	The Bidder should have a Central Monitoring System to monitor the health of all equipment deployed at sites on 24 X 7 basis. All the complaints will be reported to the Bidder and the Bidder should coordinate with their local representatives/technicians to attend all the complaints.	
8.4	Store escalation matrix of 5 MSP agency individual associate with that particular site	
8.5	Store escalation matrix of 5 Dispatch Agency individual associate with that particular site	
8.6	Store escalation matrix of 5 Fire Department individual associate with that particular site	
8.7	Store escalation matrix of 5 Police individual associate with that particular site	
8.8	Store escalation matrix of 5 Bank individual associate with that particular site	
8.9	The ticket must have ability to note the conversation details of each escalation individual of MSP, Dispatch Agency, Police and Fire departments and Bank individuals within the ticket.	
8.10	The ticket must have the ability to record closure Comments	
8.11	Start Siren from Central station	
8.12	Stop Siren from Central station	
8.13	Bypass sensors from central station	
8.14	Reset Smoke/Fire sensor from Central Station	
8.15	Ability to put Alarm Panel on "Test Mode" that generates no SMS or emails when alarm panel is under testing	
8.16	Chest Door and Cheque drop Box door opening should have a schedule setting at Central Monitoring Station.	
8.17	An alert ticket must NOT be raised if door is opened after 06.00 hrs. and before 22.00. Siren must not sound.	
8.18	Alert ticket must be raised if door is opened between 22.00 hrs. to 06.00 hrs. and siren must sound	
8.19	Video verification must be performed to verify the incident/activity	
8.20	Ability to set the schedule individually for each ATM Site.	
8.21	Escalate as per escalation procedures if crime cannot be Deterred (Escalation matrix will be worked out)	
8.22	Back room Door opening should have a schedule setting at Central Monitoring Station.	
8.23	An alert ticket must NOT be raised if door is opened after 06.00 hrs. and before 22.00 hrs., Siren must not sound.	

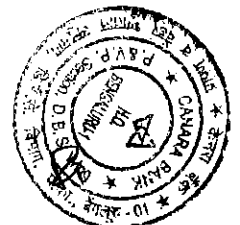




Sl. No.	Specification	Compliance (Yes/ No)
8.24	An alert ticket must be raised if door is opened between 23.00 hrs. to 06.00 hrs. and siren must sound	
8.25	Video verification must be performed to verify the incident/activity	
8.26	If abnormal activity is detected, then use 2-way audio to deter the activity	
8.26	Ability to set the schedule individually for each ATM Site.	
8.27	Escalate as per escalation procedures if crime cannot be deterred (Escalation matrix will be worked out)	
<b>9</b>	<b><u>Motion Monitoring of ATM room</u></b>	
9.1	An alert ticket must NOT be raised if there is motion after 06.00 hrs. and before 22.00 hrs. Siren must NOT Sound.	
9.2	An alert ticket must be raised if there is motion between 22.00 hrs. to 06.00 hrs. Siren must NOT Sound.	
9.3	Video verification must be performed to verify the incident/activity	
9.4	If abnormal activity is detected, start siren from central monitoring station and use 2-way audio to deter the Activity	
9.5	Ability to set the schedule individually for each ATM Site.	
9.6	Escalate as per escalation procedures if crime cannot be Deterred. (Escalation matrix will be worked out)	
<b>10</b>	<b><u>Sensor tripping must generate an alert ticket</u></b>	
10.1	Video verification must be performed to verify the incident	
10.2	If normal activity switch off siren from Central Station	
10.3	If abnormal activity perform 2-way audio to deter the Activity	
10.4	Escalate as per escalation procedures if crime cannot be deterred	
<b>11</b>	<b><u>Send Emails &amp; Phone Calls instantaneously to the personnel as per the given Contact list. Details to be provided by the Bank</u></b>	
11.1	In case of Robbery/Burglary/ snatching attempt - to Channel Managers, Branch Manager and nearest Police Station	
11.2	In case of Fire - to Channel Managers, Branch Manager and nearest Fire Brigade Station	
<b>12</b>	<b><u>Previous Pre-View functionality</u></b>	
	The Central monitoring station must have a previous preview functionality attached to the ticket where they can view previous images of the site of last 30 minutes. This is required to get images even if the burglar has blocked the camera before perpetrating the crime.	
<b>13</b>	<b><u>Central Recording</u></b>	
	When the Central Monitoring Executive has viewed the site through	
<b>14</b>	<b><u>Central Image Pulling</u></b>	
	Central Monitoring Station must have the ability to pull images and Video footage centrally from site NVR of when demanded by the Bank.	
<b>15</b>	<b><u>Quick Response Team</u></b>	
<b>16</b>	<b><u>Automatic Shutter Opening/Closing</u></b>	
	Automatic Closing and Opening of shutters at ATM Site, as per scheduled/pre-defined hours, can be reconfigured any no. of times	



Sl. No.	Specification	Compliance (Yes/ No)
	The closing of Shutter to be accompanied by Flashing Lights and a Voice message that announces "ATTENTION: This Shutter is Closing" in any two-desired language (Centrally downloaded voice clips).	
	Photo Cell Sensor at the entrance to stop the shutter from closing if anyone enters by mistake at the time of Closing. The shutter will stop as it is. (If it goes up the customer may try to do a transaction) so programmed to stop not to go up.	
	Shutter not to close, if someone is inside the ATM room and performing any transaction, reminders for shutter closing to be repeated for 1 minute through 2-way communication system and then retry the shutter closing process. System should wait for the customer to complete the transaction and will retry the shutter closing process once customer leaves the ATM site.	
	Exit switch to open shutter from the inside. In case a genuine customer is locked inside the ATM room, the command center should be able to examine the situation and act accordingly and help the customer to leave the place by opening the shutter from their end.	
	Option of manual opening/closing of shutters	
	Capability to detect forceful opening of shutter/cutting/breaking/damaging of shutter by any means and take the appropriate action to prevent the same	
	The equipment to control the shutters should be able to control the existing shutters installed at ATM sites. In no case, bank will replace the shutters except where the existing shutters are not functioning, after due inspection.	
<b>17</b>	<b>Reports</b>	
<b>A</b>	All Ticket Report with all details that include Date and Time of Alert	
	<ul style="list-style-type: none"> <li>• Site ID,</li> <li>• Site Address including location, state and city,</li> <li>• Type of Alert.</li> <li>• Name of Operator to whom ticket was assigned</li> <li>• Time of acknowledging the ticket</li> <li>• Time lapsed to acknowledge the ticket</li> <li>• Time when operator started deterrence (If any)</li> <li>• Time lapsed for above</li> <li>• Operator comments of his conversation with escalation persons</li> <li>• Operator closure comments</li> </ul>	
<b>B</b>	Deterrence Ticket Report (where deterrence was performed) with all details that include -	



Sl. No.	Specification	Compliance (Yes/ No)
	<ul style="list-style-type: none"> <li>• Date and Time of Alert-</li> <li>• Site ID</li> <li>• Site Address including location, state and city</li> <li>• Type of Alert</li> <li>• Name of Operator to whom ticket was assigned</li> <li>• Time of acknowledging the ticket</li> <li>• Time lapsed to acknowledge the ticket</li> <li>• Time when operator started deterrence</li> <li>• Time lapsed for above</li> <li>• Operator comments of his conversation with escalation persons</li> <li>• Operator closure comments</li> </ul>	
C	Chest Door Open Report with all details that include -	
	<ul style="list-style-type: none"> <li>• Date and Time of Chest door open</li> <li>• Site ID</li> <li>• Site Address including location, state and city</li> <li>• Type of Alert</li> <li>• Date and Time of Chest Door close</li> </ul>	
D	E- Surveillance System down report with all details that include -	
	<ul style="list-style-type: none"> <li>• Date and Time of System down and resumed functioning</li> <li>• Reason,</li> <li>• Site ID,</li> <li>• Site Address including location, state and city</li> </ul>	
E	Alarm panel not responding report with all details that include -	
	<ul style="list-style-type: none"> <li>• Date and Time of when not getting status message from panel</li> <li>• Site ID</li> <li>• Site Address including location, state and city</li> <li>• Type of Alert</li> <li>• Date and Time of regaining communication</li> </ul>	
F	Video Housekeeping Reports	
	<ul style="list-style-type: none"> <li>• 06.00 hrs. - 08.00 hrs.</li> <li>• 12.00 hrs.- 14.00 hrs.</li> <li>• 18.00 hrs. - 20.00 hrs.</li> </ul>	



**Annexure - E :: Commercial Bid Format**

The indicative commercial Bid needs to contain the information in a sealed envelope bearing the identification.

Please note that:

1. For purpose of arriving at L1, weightage will not be assigned to individual line items. L1 will be declared solely based on Total Cost quoted by the bidder for 1 sample site. Other selected vendors have to match the prices quoted by L1.
2. The prices quoted should be inclusive of all taxes, duties and statutory levies except GST, which shall be reimbursed/paid as per applicable rates or on producing original receipts. In case the Bidder is enjoying any Tax exemption for any particular component or components and if the tax exemption ceases during the tenure of contract, Bank shall not pay the exempted tax component which is levied due to cessation of exemption.
3. The Bank would be at liberty to take any of the service or combination of services or all the services at any particular site.

Sl. No.	Particulars of Items / Services	Price in (₹ )	% of Grand Total (G)
A	Event based Surveillance System (having 1 ATM Machine at site) (per site per month)	0.00	
B	Quote for additional ATMs at site (per additional ATM per month)	0.00	
C	Additional Cameras in main lobby (per additional Camera per month)	0.00	
D	Services of auto shutter opening / closing (per site / per month)	0.00	
E	Quick Response Team (QRT) (per site per month)	0.00	
F	Maintenance related Activities at ATM site (per site per month)	0.00	
G	<b>GRAND TOTAL (G)</b>	<b>0.00</b>	

Once overall price (mentioned as Grand Total [G]) is finally discovered after Reverse auction, the price for individual line items from a to f will be calculated according to the % declared by that particular vendor.

Note: The quoted price is inclusive of all taxes, duties & statutory levies, except GST.

Signature  
Seal of Company



**Breakup of Taxes and Duties**

Sl. No.	Name of activity/Services	Tax 1	Tax 2	Tax 3
		Mention Name of Tax		
1.				
2.				
3.				
4.				
<b>Grand Total</b>				

- If the cost for any line item is indicated as zero or blank, then Bank may assume that the said item is provided to the bank without any cost. All cost is quoted in INR only.
- In case of any discrepancy between figures & words, the amount in words shall prevail.
- Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- We have ensured that the price information filled in the Commercial Offer at appropriate column is without any typographical or arithmetic errors. All fields have been filled in correctly.
- Lowest Bidder (L1) will be determined on the, i.e. Total Cost of Ownership, i.e. TCO after reverse auction.
- We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which is conditional and/or qualified or subjected to suggestions.
- We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which contain any deviation in terms & conditions or any specification.
- We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- Please note that any Commercial Offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.

We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated 29/08/2020 and subsequent pre-bid and amendments.

Company Seal  
Authorized Signatory  
Date

Name & Designation:



**Annexure - F :: Eligibility Criteria Compliance**

Sl. No.	Clause	Documents required	Compliance (Y/N)
1.	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 and should have been in business of e-surveillance in India for at-least last 3 years as from the RFP issuance date.	Certificate of Incorporation, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, along with the copies of Memorandum of Association and Articles of Association are required to be submitted along with the eligibility bid.	
2.	Bidder should have documentary proof of valid GST/Taxes as applicable.	Provide Copy of GST/Taxes registration certificate as applicable.	
3.	The Bidder should have minimum annual turnover of ₹ 10 Crores per year during the last three financial years (2016-17, 2017-18 & 2018-19). This must be the individual company turnover and not of any group of companies.	Copy of the audited balance sheet of the company for the consecutive last three financial years (2016-17, 2017-18 & 2018-19) should be submitted along with Chartered Accountant Certificate.	
4.	Bidder should be a profit making company for each of the last three financial years (2016-17, 2017-18 & 2018-19).		
5.	The bidder should be providing e-Surveillance system to deter crime for a minimum of 1,500 Sites including installations for at least in 2 Pvt./Public Banks' ATMs in India as on RFP Issuance Date. (The bank reserves the right to inspect such installations while evaluating the Technical Bid and in case of any negative feedback Bank reserves the right to disqualify the vendor.)	Letter from these reputed Organizations (clients) confirming successful implementation of Centrally Monitored E-Surveillance system with them to be submitted with following details: <ul style="list-style-type: none"> <li>Name of the client</li> <li>Number of Locations/sites</li> <li>Location of Central Monitoring Station</li> <li>Person who can be referred to from Clients' side, with Name, Designation, Postal Address, Phone and Fax numbers, E-Mail Ids, etc., (Attach copies of purchase orders)</li> </ul>	



Sl. No.	Clause	Documents required	Compliance (Y/N)
6.	The Central Monitoring Station Infrastructure must be in place in India and be owned by the bidder, monitoring a minimum of 1,500 sites as on that date, with capability to scale up by a minimum 3000 sites or the number of sites for which orders are placed with the vendor, whichever is higher, within a period of 60 days from the placement of order/ Letter of Intent.	Self-Certificate stating clearly that they have an established Central Monitoring Station with complete infrastructure placed in and functioning from India.	
7.	They should not be subletting their infrastructure to third party.	A certificate to the effect that they are not subletting their infrastructure support to any third party.	
8.	The bidders should be having its own command center/Central Monitoring Station and a Disaster Recovery Monitoring Station, both in two different Seismic Zones within India.	Provide the latest certification from the reputed authorities/agencies	
9.	Command Centre / Central Monitoring should bear the necessary ISO certification	Necessary certificate/documents from the authorized organization in this regard.	
10.	Documents related to BCP/DRP should be vetted by respective auditors		
11.	Bidder should have been neither blacklisted nor expelled from any project / contract, nor had any contract terminated for breach at any time by the Central /any of the State Governments in India or any Financial Institutions/ Regulatory Authority/ Statutory Authority during the last 3 years in India or abroad as on date of floating the RFP	An undertaking to this effect must be submitted in 100/- stamp paper duly notarized.	
<b>Note:</b> In this RFP, either the Indian agent on behalf of Principle/OEM or Principle/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. If an agent submits bid on behalf of the Principle/OEM, the same agent shall not submit a bid on behalf of another Principle/OEM in the same tender for the same item or product.			



**Annexure - G :: Proforma of Bank Guarantee for Contract Performance**

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

To,

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

WHEREAS (Name and address of M/s XXXX Ltd (hereinafter referred to as "the CONTRACTOR") has undertaken to supply, transportation, transit insurance, local delivery and installation insurance up to Acceptance by the bank, Acceptance testing and also includes documentation, warranty, annual maintenance, if contracted, and training or demo of your personnel related to .....(Description of RFP) as per their Contract dated \_\_\_\_\_ with you (hereinafter referred to as "the CONTRACT" )

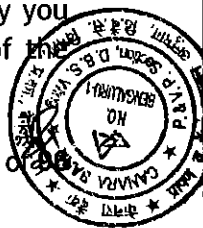
AND WHEREAS in terms of the Conditions as stipulated in the Contract, the CONTRACTOR is required to furnish, a Bank Guarantee by way of Performance Guarantee, issued by a Scheduled Bank in India, in your favor, as per Clause \_\_\_\_\_ of the CONTRACT, to secure due and satisfactory compliance of the 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 \_\_\_\_\_) an amount equivalent to 10% of the Contract Price 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





**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.

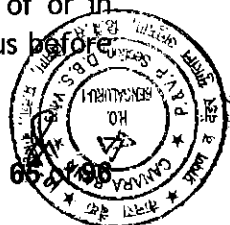
Should it be necessary to extend Performance Guarantee on account of any reason whatsoever, we undertake to extend the period of Performance Guarantee on your request under intimation to the CONTRACTOR till such time as may be required by you. Your decision in this respect shall be final and binding 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 uncancelled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

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

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

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

Notwithstanding anything contained herein

- i. Our liability under this guarantee shall not exceed \_\_\_\_\_ (Rupees \_\_\_\_\_ only)
- 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 \_\_\_\_\_ 2020.

For and on behalf of

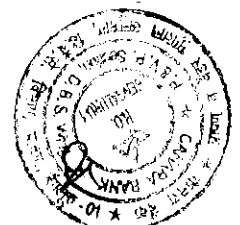
\_\_\_\_\_ BRANCH MANAGER SEAL ADDRESS PLACE

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

Name of the Bank: Canara Bank

Name of the Branch: DBS Wing

IFSC Code: CNRB0000056



**Annexure - H :: Pre Contract Integrity Pact****(This has to be submitted in the non-judicial Stamp Paper)****1. GENERAL**

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

AND

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

- 1.2. WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) /engage the services and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is willing to offer/has offered the stores/services and
- 1.3. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is a private company/ public company / Government undertaking / partnership / LLP/ registered export agency/service provider, duly constituted in accordance with the relevant law governing its formation/incorporation/constitution and the BUYER is a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970.
- 1.4. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER has clearly understood that the signing of this agreement is an essential pre-requisite for participation in the bidding process in respect of Stores/Equipment/ items /Services proposed to be procured by the BUYER and also understood that this agreement would be effective from the stage of invitation of bids till the complete execution of the agreement and beyond as provided in clause 13 and the breach of this agreement detected or found at any stage of the procurement process shall result into rejection of the bid and cancellation of contract rendering BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER liable for damages and replacement costs incurred by the BUYER.
2. NOW, THEREFORE, the BUYER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER agree to enter into this pre-contract integrity agreement, hereinafter referred to as Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful bidder, and it is intended through this agreement to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-
- 2.1. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service/Materials at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2. Enabling BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the



BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures.

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

### **3. COMMITMENTS OF THE BUYER**

The BUYER commits itself to the following: -

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

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

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

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

- 4.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the



obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the BUYER.

- 4.3. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is the original Manufacturer/Integrator/Authorized government sponsored export entity of the stores/Authorized Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such materials/services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.
- 4.7. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

## **5. PREVIOUS TRANSGRESSION**

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

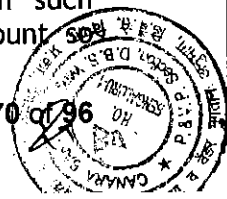


**6. EARNEST MONEY (SECURITY DEPOSIT)**

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

**7. SANCTIONS FOR VIOLATIONS**

- 7.1. Any breach of the provisions herein contained by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required: -
  - i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. However, the proceedings with the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) would continue.
  - ii. To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.
  - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
  - iv. To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of \_\_\_\_\_ (Name of the Bank / Financial Institution) while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER /CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
  - v. To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.
  - vi. To cancel all or any other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount



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

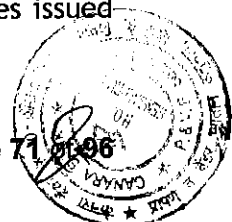
- vii. To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which maybe further extended at the discretion of the BUYER.
  - viii. To recover all sums paid in violation of this Pact by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.
  - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, the same shall not be opened.
  - x. Forfeiture of The Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
  - xi. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
- 7.2. The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 7.3. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/SELLER/ CONTRACTOR shall be final and conclusive on the BIDDER/SELLER /CONTRACTOR. However, the BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

## **8. FALL CLAUSE**

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

## **9. INDEPENDENT EXTERNAL MONITORS**

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



- 9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out of tendering process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities.
- 9.5. As soon as any event or incident of violation of this Pact is noticed by Monitors, or Monitors have reason to believe, a violation of this Pact, they will so inform the Management of the BUYER.
- 9.6. The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project /Procurement documentation of the BUYER including that provided by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFP/Tender is being /has been submitted by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractors () with confidentiality.
- 9.7. The BUYER will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an Impact on the contractual relations between the parties. The parties may offer to the Monitors the option to participate in such meetings.
- 9.8. The Monitors will submit a written report to the BUYER at the earliest from the date of reference or intimation to him by the BUYER/BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and submit proposals for correcting problematic situations.

#### 10. FACILITATION OF INVESTIGATION

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

#### 11. LAW AND PLACE OF JURISDICTION

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

#### 12. OTHER LEGAL ACTIONS

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

#### 13. VALIDITY

- 13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or such longer period as mentioned in RFP/Contract or the completion of execution of the contract to the satisfaction of the BUYER whichever is later.





BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

14. The parties hereby sign this Integrity Pact at ..... on .....

BUYER

BIDDER

Name of the Officer

CHIEFEXECUTIVEOFFICER/AUTHORISED SIGNATORY

Designation

Name of Wing

Canara Bank

Witness

Witness

1)

1)

2)

2)



**Annexure - I :: Format of Pre-Bid Queries to be submitted by the Bidder(s)**

Name of the Bidder:

Name of the Contact Person of the Bidder: Contact Number of the Contact Person: Email id of the Contact Person:

Sl. No.	RFP Page No.	RFP Clause No.	Original RFP Clause	Subject/Description	Query sought/Suggestions of the Bidder



**Annexure - J :: Bank Guarantee Format for Earnest Money Deposit**

To

The Deputy General Manager

Canara Bank,

Procurement &amp; Vendor Payments Section,

Digital Banking Services Wing,

Head Office Annexe - (K G Road),

2nd Floor, Devanga Towers, K G Road, Bengaluru - 560 009

WHEREAS \_\_\_\_\_ (Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated \_\_\_\_\_ (Date) for the execution of (Name of Contract) \_\_\_\_\_ (hereinafter called "the Tender") in favor 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 ₹ \_\_\_\_\_ (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 \_\_\_\_\_ 20.....

(SIGNATURE & SEAL OF THE BANK)

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

Name of the Bank: Canara Bank

Name of the Branch: DBS Wing

IFSC Code: CNRB0000056



**Annexure - K :: Undertaking for Non-Blacklisting / Non-Debarment of the bidder**

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

Dear Sir(s),

SUB: RFP for \_\_\_\_\_.

Ref: RFP No. \_\_\_\_/\_\_\_\_ dated \_\_\_\_\_

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

1.

2.

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



**Annexure - L :: Undertaking to abide by all By-Laws / Rules / Regulations**

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

To

The Deputy General Manager

Canara Bank,

Procurement &amp; Vendor Payments Section,

Digital Banking Services Wing,

Head Office Annexe - (K G Road),

2nd Floor, Devanga Towers, K G Road, Bengaluru - 560 009

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Place:

For M/s. ....

.....

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

**Annexure - M :: Undertaking by the bidder**

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

Dear Sir,

SUB: RFP for \_\_\_\_\_.

Ref: RFP No. \_\_\_\_/\_\_\_\_ dated \_\_\_\_\_

We submit our Bid Document herewith.

We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid. We shall keep the price valid for the entire contract period from the date of issuance of the first Purchase Order.

If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as per mentioned in RFP.

Yours faithfully,

For.....

(Signature and seal of authorized person)

Place:

Date:



**Annexure - N :: Undertaking Letter to the Bank on the Bidder's Letterhead**

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

Dear Sir,

SUB: RFP for \_\_\_\_\_.

Ref: RFP No. \_\_\_\_/\_\_\_\_ dated \_\_\_\_\_

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

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

Yours faithfully,

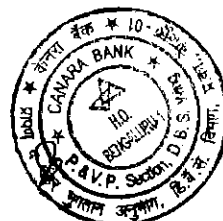
For.....

Designation:

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

Place:

Date:



**Annexure - O :: Performa of letter to be given by the Bidder participating in the RFP for Implementation of e-Surveillance Systems on Opex Model**

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

Dear Sir,

SUB: RFP for \_\_\_\_\_.

Ref: RFP No. \_\_\_\_/\_\_\_\_ dated \_\_\_\_\_

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

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.

We hereby confirm that we are agreeable to provide services as per SLA for a period of 3 (three) years, on the basis of performance. All the Annexures with other Technical documents duly filled in and signed are enclosed. We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.

The bid submitted herein shall be valid for a period of 180 days from the date of RFP response submission process closes

Yours faithfully, Authorized Signatory: Designation:

Bidder's corporate name:





**Annexure - P :: Undertaking Letter for Central Minimum Wages Act & Labour Laws.****(To be submitted in the Company Letter Head with technical Bid)**

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

Dear Sir,

SUB: RFP for \_\_\_\_\_.

Ref: RFP No. \_\_\_\_/\_\_\_\_ dated \_\_\_\_\_

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

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

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

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

Yours faithfully,

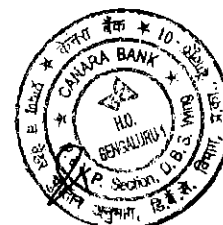
For.....

Designation:

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

Place:

Date:



**Annexure - Q :: Application Integrity Statement****(To be submitted in the Company Letter Head with technical Bid)**

We undertake, that application supplied for Implementation of e-Surveillance Systems at ATM Sites on OPEX Model provided to Bank as per the scope of this RFP is free of malware, free of any obvious bugs, and free of any covert channels in the code.

Authorized signatory Name:

Designation:

Place:

Date:



**Annexure - R :: Details of Support Centers****(To be included in Technical Bid)**

Sl. No.	Name of the Support Center	Address	Phone No.	E-mail ID	Website	Remarks
1						
2						
3						
4						
5						
6						
7						
8						
9						
..						

Authorized signatory Name:

Designation:

Place:

Date:



**Annexure - S :: Details of Technical Equipment to be supplied at individual Sites and Central Location**

Sl. No.	Details of Technical Equipment	Central Location
1		
2		
3		
.		
.		
N		
Sl. No.	Details of Technical Equipment	Individual Site Location
1		
2		
3		
.		
.		
N		



**Annexure - T :: Business Rules and Terms & Conditions of Reverse Auction**

Reverse Auction event will be carried out among the Technically Qualified Bidders, for providing opportunity to the Bidders to quote the price dynamically for the procurement for which RFP is floated

**A) Definitions:**

1. "Bank" means Canara Bank
2. "Service Provider" means the third party agency / company who has been selected by the Bank for conducting Reverse Auction. [M/s e-Procurement Technologies Ltd.]
3. "L1" means the Bidder who has quoted lowest price in the Reverse Auction process.
4. "L2" means the Bidder who has quoted second lowest price in the Reverse Auction process.

**B) Eligibility of Bidders to participate in Reverse Auction:**

1. Bidders who are technically qualified in terms of the relative Terms & Conditions of the RFP and accept the Business Rules, Terms & conditions of Reverse Auction and submit the undertakings as per Annexure-T (1), can only participate in Reverse Auction related to the procurement for which RFP is floated. Bidders not submitting the above undertaking or submitting with deviations / amendments there to, will be disqualified from further evaluation / participation in the process of relevant procurement.
2. Bidders should ensure that they have valid digital certificate well in advance to participate in the Reverse Auction. Bank and / or Service Provider will not be responsible in case Bidder could not participate in Reverse Auction due to non-availability of valid digital certificate.

**C) Training:**

1. Selected vendors shall coordinate with our Bank/Our Service Provider [M/s e-Procurement Technologies Ltd.] for getting necessary details and reverse auction demos before commencement of live reverse auction process. Else, bidder not getting the required clarification / demos will do so at his own risk. The service provider for Reverse Auction and their contact details shall be shared with the selected bidders.

**D) Reverse Auction Schedule:**

1. The date & time of start of Reverse Auction and its duration of time will be informed to the eligible Bidders well in advance before the Reverse Auction date.
2. Bank reserves the right to postpone / change / cancel the Reverse Auction event even after its communication to Bidders without assigning any reasons there for.

**E) Bidding Currency:**

Bidding will be conducted in Indian Rupees (INR).

**F) Start Price (CAP Price):**

Bank will determine the Start Price (CAP Price) for Reverse Auction -

1. On its own and / or
2. Evaluating the price band information called for separately from each eligible Bidder at appropriate time and / or
3. based on the price bids received and if opened, Bank may determine the start price (CAP Price) on the basis of the lower quote received.

**G) Decremental Bid Value:**

1. The bid decrement value will be specified by Bank before the start of Reverse Auction event. It can be a fixed amount or percentage of Start Price (CAP Price) or both.
2. Bidder is required to quote his bid price only at a decremental value.
3. Bidder need not quote bid price at immediate next available lower level, but it can be even at 2/3/4... level of next available lower level.

**H) Conduct of Reverse Auction event:**

1. Reverse Auction will be conducted on a specific web portal meant for this purpose with the help of the Service Provider identified by the Bank. [M/s e-Procurement Technologies Ltd.]
2. Service Provider will make all necessary arrangement for fair and transparent conduct of Reverse Auction like hosting the web portal, imparting training/demo to eligible Bidders etc., and finally conduct of Reverse Auction.
3. Bidders will be participating in Reverse Auction event from their own office / place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by Bidder themselves.
4. Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of Reverse Auction irrespective of the cause.
5. For making the process of Reverse Auction and its result legally binding on the participating Bidders, Service Provider will enter into an agreement with each eligible Bidder, before the start of Reverse Auction event. Without this Bidder will not be eligible to participate in the event. The format of the agreement is as per the Annexure-T(2).
6. Bidders name will be masked in the Reverse Auction process and will be given random dummy names by the Service Provider.
7. Bidder / his authorized representatives will be given unique Login ID & Password by Service Provider. Bidder/his authorized representative will change the Password after the receipt of initial Password from Service Provider to ensure confidentiality. All bids made from the Login ID given to the Bidders will be deemed to have been made by the concerned Bidder/his company.
8. Reverse auction will be conducted as per English Reverse Auction with no tie where more than one Bidder cannot have identical bid price.



9. Any bid once made by the Bidder through registered Login ID & Password, the same cannot be cancelled. The Bidder is bound to supplies as per the RFP at the bid price of Reverse Auction.
10. Reverse Auction will normally, be for a period of ½ hour (i.e. 30 Minutes). If a Bidder places a bid price in last 10 minutes of closing of the Reverse auction, the auction period shall get extended automatically for another 10 minutes. No. of extension will be unlimited. In case there is no bid price in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension.  
  
(The time period of Reverse Auction & Maximum number of its extensions & time are subject to change and will be advised to eligible Bidders before the start of the Reverse Auction event.)
11. Bidder will be able to view the following on their screen along with the necessary fields in Reverse Auction:
  - i) Opening Price
  - ii) Leading / Lowest Bid Price in Auction (only total price)
  - iii) Last Bid Price placed by the respective Bidder
12. During Reverse Auction, if no bid price is received within the specified time, Bank, at its discretion, may decide to revise Start Price (CAP Price) / Decremental Value / scrap the reverse auction process / proceed with conventional mode of tendering.

**I) Reverse Auction Process:**

1. At the end of Reverse Auction Event Service Provider will provide the Bank all necessary details of the bid prices and reports of Reverse Auction.
2. Upon receipt of above information from Service Provider, Bank will evaluate the same and will decide upon the winner i.e. Successful Bidder.
3. Successful Bidder has to fax the duly signed filled-in prescribed format Annexure-T (3) as provided on case-to-case basis to Bank within 24 hours of Reverse Auction without fail. The Original Signed Annexure-T (3) should be couriered so as to reach us within 48 hours of Reverse Auction without fail.
4. Any variation between the on-line Reverse Auction bid price and signed document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vender to conduct business with Bank as per prevailing procedure.
5. Successful Bidder has to give break-up of his last/lowest bid price as per Bill of Material at the end of Reverse auction event within 3 working days without fail.
6. Successful Bidder is bound to supply at their final bid price of Reverse Auction. In case of back out or not supply as per the rates quoted, Bank will take appropriate action against such Bidder and / or forfeit the Bid Security amount, debar him from participating in future



7. In case Bank decides not to go for Reverse Auction related to the procurement for which RFP is floated and price bids if any already submitted and available with Bank shall be opened as per Bank's standard practice.

**J) Bidder's Obligation:**

1. Bidder will not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly with other suppliers / Bidders
2. Bidder will not divulge either his Bid details or any other details of Bank to any other party without written permission from the Bank.

**K) Change in Business Rules, Terms & Conditions of Reverse Auction:**

1. Bank reserves the right to modify / withdraw any of the Business rules, Terms & conditions of Reverse Auction at any point of time.
2. Modifications of Business rules, Terms & conditions of Reverse Auction will be made available on website immediately.
3. Modifications made during the running of Reverse Auction event will be advised to participating Bidders immediately.





Annexure - T (1)

(To be submitted on company letter head by all Bidders participating in Reverse Auction)

To,  
Canara Bank, DBS Wing, Head Office, Bengaluru

Date: \_\_\_\_\_

Acceptance of Reverse Auction Business Rules and Terms & conditions in respect of  
Tender / RFP Ref. No. \_\_\_\_\_ Dated \_\_\_\_\_ For procurement of  
\_\_\_\_\_

=====

We refer to the captioned subject and confirm that -

- 1) The undersigned is our authorized representative.
- 2) We have accepted and abide by all Terms of captioned Tender documents and Business Rules and Terms & conditions of Reverse Auction for the procurement for which RFP is floated.
- 3) Bank and Service Provider shall not be liable & responsible in any manner whatsoever for my / our failure to access & bid in Reverse Auction due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 4) We understand that in the event we are not able to access the auction site, we may authorize Service Provider to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either Bank or Service Provider regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
- 5) I / We do understand that Service Provider may bid on behalf of other Bidders as well in case of above mentioned exigencies.
- 6) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
- 7) We will participate in Reverse Auction conducted by \_\_\_\_\_  
(name of Service Provider) and agree to enter into an agreement with him (Service Provider) for making the process of Reverse Auction and its result legally binding on us.
- 8) We will fax/email duly signed filled-in prescribed format (Annexure-T (3)) as provided on case-to-case basis, to Bank within 24 hours of end of Reverse Auction without fail.
- 9) We will give break-up of our last / lowest bid price as per Bill of Material at the end of Reverse Auction event within 48 hours without fail.
- 10) We undertake to supply at our final lowest bid price of Reverse Auction. In case of back out or not supply as per the rates quoted by us, Bank is free to take appropriate action against us and / or forfeit the Bid Security amount, debar us from participating in future tenders.



11) We nominate our official Shri \_\_\_\_\_ Designation \_\_\_\_\_ of our company to participate in Reverse Auction. We authorize Bank to issue USER ID & PASSWORD to him. His official e-mail & contact number are as under -

Email:

Mobile:

-----

Signature with company seal:

Name of Authorized Representative:

Designation:

Email:

Mobile:

Tel. No:

Fax No.:



**Annexure - T (2) :: Process Compliance Form**

(The Bidders are required to print this on their company's letter head and sign, stamp before faxing to Service Provider)

To

(Name & Address of Service Provider)

Sub: Agreement to the Process related Terms and Conditions for the Reverse Auction

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document for procurement of Hardware against the RFP/Tender No.

\_\_\_\_\_

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction and the RFP as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that \_\_\_\_\_(Bank) and \_\_\_\_\_ (Service Provider) shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 5) We understand that in the event we are not able to access the auction site, we may authorize \_\_\_\_\_ (Service Provider) to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either \_\_\_\_\_ (Bank) or \_\_\_\_\_ (Service Provider) regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
- 6) I/we do understand that \_\_\_\_\_ (Service Provider) may bid on behalf of other Bidders as well in case of above mentioned exigencies.
- 7) We also confirm that we have a valid digital certificate/encryption certificate issued by a valid Certifying Authority.
- 8) We also confirm that we will fax/email the price confirmation & break up of our quoted price as per Annexure-T (3) as requested by \_\_\_\_\_ (Bank) / \_\_\_\_\_ (Service Provider) within the stipulated time.

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal Name - Company / Organization -

Designation within Company / Organization -

Address of Company / Organization -



**Annexure - T (3) :: Confirmation of Quotes**

To be submitted by email / fax by Successful Bidder of Reverse Auction within 24 hours from the end of Reverse Auction event

To,  
Canara Bank, DBS Wing, HO, Bengaluru

Date: -----

Sir,

Final / Lowest Bid Price quoted in Reverse held on \_\_\_\_\_ in respect of Tender /  
RFP Ref. No. \_\_\_\_\_ Dated \_\_\_\_\_ For procurement of  
\_\_\_\_\_

=====

We confirm that the final total bid price quoted by us in the captioned Reverse Auction event for captioned tender is as under - ₹ (in figure): \_\_\_\_\_ ₹ (in words): \_\_\_\_\_ (We confirm that -

- 1) [ ] We enclose herewith the detailed break-up of above price as per Bill of Material OR [ ] We undertake to give detailed break-up of above bid price as per Bill of Material within 48 hours from the end-of Reverse Auction event.
- 2) Any variation between the on-line Reverse Auction bid price quoted by us and this document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vender to conduct business with Bank as per prevailing procedure. In such case Bank is free to take appropriate action and / or forfeit the Bid Security amount and / or debar him from participating in future
- 3) We are bound to supply at the above final bid price of Reverse Auction.
- 4) We note that in case of back out or not supply as per the above rates quoted by us, Bank will take appropriate action against us and / or forfeit our Bid Security amount and / or debar him from participating in future

Signature with company seal:

Name of Authorized Representative:

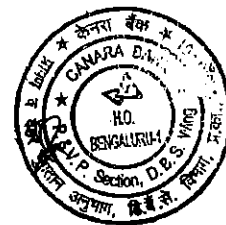
Designation:

Email:

Mobile:

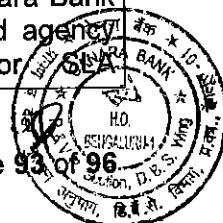
Tel. No:

Fax No:

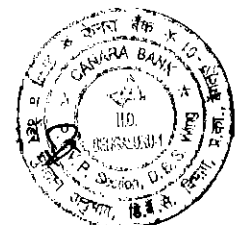


**Annexure - U :: Penalties**

Sl.	Parameter	Metric	Penalty
1	Adherence to the planned Implementation schedule ##	The complete Centrally Monitored E-Surveillance System should be delivered, installed and made operational at the identified ATM Locations within 60 days of acceptance of order	A penalty of ₹ 1,000/- per week from the 61st day of placement of order with full site details/ addresses by the CO, till the date of operationalization will be levied for the reasons attributable to the vendor. The penalty amount for delayed installations will be due on 1st day of the week FROM 61ST DAY ONWARDS. E.g., 1. Installations between 61-67 day, penalty ₹ 1,000/- 2. Installations between 68-74 day, penalty ₹ 2,000/- and so on
2	Equipment Uptime	At least 98% uptime expected	
		System is non-functional for more than 30 minutes up to 4 Hours	30% of monthly rentals for that site for each instance of failure beyond 30 minutes for 4 Hrs
		system remains non-functional beyond 4 hrs and up to 24 hours	50% of monthly rentals for that site for each instance of failure for 4 Hrs. and up to 24 hours
		System remains non-functional beyond 24Hrs. up to 48Hrs,	75% of monthly rentals for that site for each instance of failure for 24 Hrs. and up to 48 hours,
		system remains non-functional beyond 72Hrs,	100% of monthly rentals for that site for each instance of failure beyond 72 hours
3	Incident Reporting	For every identified incident, the CMS should have evidence of incident (video recording, two-way audio communication logs, system logs), records for action taken and reporting to respective authorities as per agreed mechanism.	To be randomly verified by Canara Bank / Canara bank appointed agency on monthly basis for SLA monitoring. For every non-compliance a penalty of 1% of the monthly fee of the entire concerned Circle shall be levied.
4	Report to Bank	All reports to be submitted to Bank	The vendor-wise availability/performance/system down reports to be downloaded from the new dashboard. To be randomly verified by Canara Bank / Canara Bank appointed agency on monthly basis for



Sl.	Parameter	Metric	Penalty
			monitoring. For every non-compliance a penalty of 1% of the monthly fee of the concerned Circle shall be levied.
5**	Loss to Canara Bank due to un-reported / UNDETECTED incident	For every loss incurred by Canara bank, for the incidences which are not reported/detected by the vendor.	Actual financial Loss as per incident. Within the billing month, the capping for this penalty would be 100% of the monthly fee for the concerned Circle.
6**	Non-Supply of Video Footage	For not providing CCTV footage for any incident/ATM transaction based footage. For not providing clear images and video (face not recognizable)	₹ 10,000 OR Actual loss to the bank, whichever is higher.
7**	Unable to manage the crowding/detection of person with mask or helmet	For any detected incident where ATM is crowded beyond allowed no. of persons Person entering with masked face or helmet	Actual loss to the bank
8	Failure of any equipment/sensor should be replaced/repared within 24 hours.		Beyond 24 hours, penalty will be as under: i. 10% of monthly rentals for that site for each instance of failure for 24 Hrs. and up to 48 hours, ii. 50% of monthly rentals for that site for each instance of failure for 48 Hrs. and up to 72 hours, iii. 100% of monthly rentals for that site for each instance of failure beyond 72 hours,



Sl.	Parameter	Metric	Penalty
9	Non-installation of dismantled site	If bank shifts the ATM to new location or discontinues the site, the reinstallation at new location within 15 days after receiving the new site details.	A penalty of ₹ 1000/= per week from the t 16th day of placement of order with full site details/ addresses by the LHO, till the date of operationalization will be levied for the reasons attributable to the vendor. The penalty amount for delayed installations will be due on 1st day of the week FROM 16th DAY ONWARDS. E.g., 1. Installations between 16-22 day, penalty ₹ 1,000/- 2. installations between 23-29 day, penalty ₹ 2,000/-, and so on
10	Non-availability of feeds in the dashboard	If the feeds are not available beyond 30 Minutes	i. no payment shall be made for that day if feeds are not available between 30 minutes to 24 hours and this amount shall be deducted on pro rata basis from the final payment of that month, ii. 10% of monthly rentals for that site for each instance of failure for 24 Hrs. and up to 48 hours, iii. 50% of monthly rentals for that site for each instance of failure for 48 Hrs. and up to 72 hours, iv. 100% of monthly rentals for that site for each instance of failure beyond 72 hours,
11**	Loss occurring out of equipment installed by vendor OR due to negligence on part of e-surveillance bidder or any of its associates OR , due to non-functioning of the system OR due to deficiency in services		Actual loss to the Bank

\*\*The penalties referred to above will be capped at 100% of monthly billing for the Head Office / Circle and residual may be recovered from the future rentals and/ or by invoking the performance bank guarantee. Other than actual loss of the site, all penalties should not exceed 50% of monthly billing.



## Bank shall have the option of cancelling the orders and / or invoking Bank Guarantee, with a thirty days' notice

Note: If the successful bidder fails to complete the due performance as per contract, Canara Bank reserves the right to terminate the contract and recover Liquidated Damages maximum 10% of contract value.

Both the above Penalty and Liquidated Damages are independent of each other and applicable separately and concurrently.

