

**Additional Terms and Conditions (ATC) for Supply, Installation and Maintenance of Tablet Computers in Canara Bank for 3 years.**

**SUB: RFP for Supply, Installation and Maintenance of 9000 Tablet Computers in Canara Bank for 3 years.**

**Ref: RFP ref. no. GEM/2023/B/3303425 dated 24/03/2023.**

**1. About Canara Bank**

- 1.1. CANARA BANK is one of the largest Public Sector Banks owned by Government of India. Canara Bank is a body Corporate and a premier Public Sector Bank established in the Year 1906 by Shri. Ammembal Subba Rao Pai and nationalized under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970. Canara Bank Head office is located at 112, J C Road Bengaluru-560002 and Department of Information Technology wing located at Naveen Complex, No.14, M G Road, Bengaluru-560001.
- 1.2. The Bank is having pan India presence of more than 9732 branches, 24 Circle offices and 176 Regional Offices situated across the States. The Bank also has offices abroad in London, Dubai and New York. As per the announcement made by the Department of Finance Services on 30 August 2019, Manipal based Syndicate Bank has been merged from 01 April 2020.
- 1.3. The Bank is a forerunner in implementation of IT related products, services, and continuously making efforts to provide the state of art technological products to its customers.

**2. Definitions**

- 2.1. 'Bank' means unless excluded by and repugnant to the context or the meaning thereof, shall mean 'Canara Bank', described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal in RFP portal and shall be deemed to include its successors and permitted assigns.
- 2.2. 'RFP' means Request for Proposal for "Supply, Installation and Maintenance of 9000 Tablet Computers in Canara Bank for 3 years".
- 2.3. 'Bidder' means a vendor submitting the proposal in response to the RFP.
- 2.4. 'Product' means providing "Tablet Computers as per specifications with 3 years support" in Canara Bank.
- 2.5. 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
- 2.6. 'Selected bidder' / Successful bidder' / 'L1 bidder' means the bidder who is found to be the lowest bidder after conclusion of the bidding process, subject to compliance to all the Terms and Conditions of this RFP.

### 3. About RFP

- 3.1. Bank intends to select vendor for Supply, Installation and Maintenance of Tablet Computers for Branches of Canara Bank spread across the Country.
- 3.2. The bidder has to go through the following clauses and other terms & conditions described elsewhere in this document:

Sl. No.	Description
1.	Technical Requirements as per Annexure-2 for Supply, Installation and Maintenance of 9000 Tablet Computers in Canara Bank for 3 years
2.	Scope of Work as per Annexure-1 for Supply, Installation and Maintenance of 9000 Tablet Computers in Canara Bank for 3 years
3.	Delivery timelines as per clause-11 of this RFP for Supply, Installation and Maintenance of 9000 Tablet Computers in Canara Bank for 3 years
4.	Training as per clause-10 of this RFP for Supply, Installation and Maintenance of 9000 Tablet Computers in Canara Bank for 3 years
5.	Payment terms as per clause-17 of this RFP for Supply, Installation and Maintenance of 9000 Tablet Computers in Canara Bank for 3 years
6.	Penalties as per clause-16 of this RFP for Supply, Installation and Maintenance of 9000 Tablet Computers in Canara Bank for 3 years

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

### 4. Objective

- 4.1. The objective of this RFP is to procure 9000 Tablet Computers for Branches of Canara Bank. The quantity mentioned in this RFP is indicative only and Bank will place the purchase order based on the requirement. The requirement mentioned in the RFP is estimated only and Bank will place the purchase order through its Circle Offices and Head Office and other offices based on requirement.
- 4.2. The selected bidder will enter into a Contract with the Bank Centrally at DIT Wing, Head Office for supply of Tablet Computers as per the technical specifications mentioned in Annexure-2 and requirement details mentioned in the RFP.
- 4.3. The selected bidder will undertake to ensure availability of offered Tablet Computers during the contract period, as well as maintenance of sufficient inventory of genuine spare parts during the contract period.

### 5. Requirement Details

- 5.1. Bank intends for the procurement of Tablet Computers for Branches of the Bank. In this connection, Bank invites proposal/offers in RFP portal from prospective bidders for the Supply, Installation and Maintenance of Tablet Computers in Canara Bank as per the terms & conditions, Technical Specifications and Scope of Work described elsewhere in this document. The brief description of Tablet Computers is furnished in following table:

Item Details	Quantity	Location
Supply, Installation and Maintenance of Tablet Computers in Canara Bank as per Technical Specifications narrated in Annexure-2.	9000	As per the Consignee Locations across pan India. (Delivery will be Pan India)

- 5.2. It may be noted that the requirement given in this RFP is indicative only and may vary as per actual needs. Also note that there is no minimum purchase commitment by the Bank to the selected bidder.
- 5.3. Detailed technical specification for the above Tablet Computers is furnished in **Annexure-2**. All the Tablet Computers should have comprehensive onsite warranty of One (1) year & AMC for Two (2) Years (if contracted).
- 5.4. Bank reserves the right to increase or decrease the quantum of purchase by 25% in respect to the quantity specified in this RFP at the same rate arrived at on the Terms and Conditions of this RFP.

## **6. Participation methodology**

- 6.1. In this RFP either the authorized bidder on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product.
- 6.2. If a bidder bids on behalf of the Principal/OEM, the same bidder shall not submit a bid on behalf of another Principal/OEM in this RFP for the same item/product.
- 6.3. If any product of Principal/OEM is being quoted in this RFP, the Principal/OEM cannot bid for any other Principal's/OEM's product.
- 6.4. In the event of the bidder being not able to perform the obligations as per the provisions of the contract, the OEM/principal should assume complete responsibility on behalf of the bidder for providing Tablet Computers i.e., technology, personnel, financial and any other infrastructure that would be required to meet intent of this RFP at no additional cost to the bank. To this effect bidder should provide a dealer/distributor certificate as per Annexure-9.

## **7. Pre-Qualification Criteria**

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

verification/evaluation of claims. Any deliberate misrepresentation will entail rejection of the offer.

## 8. Bid validity period

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

## 9. Scope of Work

- 9.1. The broader Scope of work shall include but not be limited as mentioned in Annexure-1. The bidder has to confirm compliance to the Scope of Work as mentioned in Annexure-1. The bidders are required to go through the complete RFP document thoroughly. The obligation / responsibilities mentioned elsewhere in the document, if any, shall be the integral part of the scope.
- 9.2. For smooth completion of project, the selected bidder should identify two of its representatives as primary point of contact for the Bank.
- 9.3. Project implementation team should be conversant with local rules and conditions to resolve the issues, if any.

## 10. Training

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

## 11. Delivery & Acceptance

- 11.1. Bank shall provide the address and contact details for delivery of Tablet Computers **while placing the order**.
- 11.2. Delivery of all Tablet Computers should be within **Six (6) weeks** from the date of acceptance of the Purchase Order or **Seven (7) Weeks** from the date of issue of Purchase Order, whichever is earlier. Please note that no extra charges will be paid for those locations where road permit is required. The successful bidder has to arrange for road permit, E-Way bill at his own cost. It will be the sole responsibility of the successful bidder to submit any form required for release of shipment from the check post.
- 11.3. The successful bidder should ensure installation of the delivered Hardware & Software and complete all the works specified in the Scope of Work at the bank branch/office within **Two (2) weeks** from the date of delivery of all the materials for each ordered locations.
- 11.4. Bank reserves the right to change/modify locations for supply of the items. In the event of any change/modification in the locations where the Tablet Computers are to be delivered/not billed, the selected bidder in such cases shall deliver at the modified locations at no extra cost to the Bank. However, if the Tablet Computers are already delivered/billed, and if the modifications in locations are made after delivery and the Bank in such cases shall bear the

shifting charges/arrange shifting. The warranty should be applicable to the altered locations also.

- 11.5. The delivery will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not operational or not acceptable to the Bank after acceptance testing/ examination. In such an event, the delivery will be termed as incomplete and system(s) will not be accepted and the warranty period will not commence. The Tablet Computer will be accepted only after successful testing of all operations.
- 11.6. The Bank will not arrange for any Road Permit / Sales Tax clearance for delivery of Tablet Computers to different locations and the successful bidder is required to make the arrangements for delivery of Tablet Computers to the locations as per the list of locations / items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the Bidder, if required.
- 11.7. Delivery of Tablet Computers will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this RFP.
- 11.8. Partial, incomplete, or damaged delivery of materials will not be considered as delivered of all the ordered materials. Date of delivery shall be treated as date of last material delivered to the ordered locations if materials are not damaged. In case materials are delivered with damage, Date of delivery shall be treated as date of replacement of damaged material with new one. Delivery payment shall be paid against completion of delivery of all the ordered materials without any damage and proof of delivery duly certified by Bank's Officials, along with delivery payment claim letter.

## **12. Pre-Dispatch Inspection (PDI)**

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

### **13. Warranty**

- 13.1. The entire equipment's/ hardware (including OS) & software deployed for this RFP shall be under **Comprehensive Onsite Warranty** covering all parts, updates, minor update of software, maintenance or support for its proper operation, performance and output as specified in the RFP technical specifications for a period of One (1) year from the date of acceptance.
- 13.2. If the Tablet Computer do not perform in accordance with the Contract during the Warranty Period, then the selected bidder shall take such steps as necessary to repair or replace the Tablet Computer. Such warranty service shall be provided at the Successful bidder's expense and shall include all media, parts, labor, freight and insurance to and from the Department's site.
- 13.3. If any defect in the Tablet Computer is not rectified by the selected bidder before the end of the Warranty Period, the Warranty Period shall be extended until, in the opinion of the Bank: a) the defect has been corrected; and b) the Tablet Computer functions in accordance with the Contract for a reasonable period of time.
- 13.4. Despite any other provision, the Bank, may return the Tablet Computer which is not up to the terms and conditions mentioned in the RFP to the selected bidder within Sixty (60) days of delivery of the Hardware/ Software and the selected bidder shall immediately provide full exchange or refund. For the purpose of this section, "defective Tablet Computer" includes, but is not limited to: a) broken seals; b) missing items; and c) Tablet Computer that are not as per RFP terms.
- 13.5. The selected bidder shall provide, after the warranty commences for all Tablet Computers, telephone support to the Bank during Business Days for assistance.
- 13.6. The selected bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship. Selected bidder must warrant all components, accessories, spare parts etc. against any manufacturing defects during the warranty period.

### **14. Spare Parts**

- 14.1. The selected bidder shall make available the spare parts, components etc. for the systems for a period to be specified by the Bank, during contract period.
- 14.2. If any of the peripherals / components is not available during the contract period, the substitution shall be carried out with peripherals/components of equivalent or higher capacity.

### **15. Annual Maintenance Contract (AMC) (if contracted)**

- 15.1. The Bank, at its discretion may enter into Annual Maintenance Contract (AMC) with the selected bidder after completion of respective warranty periods.
- 15.2. Support for maintenance of Tablet Computers (including OS and software license) supplied should be available for a minimum period of Two (2) years, covering all parts, maintenance and support, after expiry of warranty period.



The successful bidder has to replace all the defective spares during Warranty and AMC Period. All parts should be covered except consumables.

- 15.3. The offer for Tablet Computers must include comprehensive onsite free warranty and AMC period for a total duration of Three (3) years from the date of installation and acceptance of system by the bank. However, consumable (Cartridge toner) and physically damaged plastic will not be covered under warranty.
- 15.4. The Bank will pay AMC charges for Tablet Computers after the end of warranty period. Such payment shall be released quarterly in arrears after satisfactory completion of service during the period and submission of reports and invoices.
- 15.5. During the Warranty and AMC (if contracted) period, the selected bidder should extend the On Site Service Support. The scope of Warranty and AMC (if contracted) shall include
  - 15.5.1. Rectification of Bugs/defects if any.
  - 15.5.2. Maintenance of Tablet Computers including Software drivers.
- 15.6. It may be noted that the Bank reserves the right to demand additional performance Bank Guarantee to the tune of 10% of the value of the Purchase Order, if AMC charges quoted by the selected bidder are abnormally low (i.e. AMC/ATS Cost percentage per annum should not be less than 5% of the cost of Hardware and software). The Bank has discretion to consider such offer or for seeking clarification from the selected bidder to decide for consideration. This Bank Guarantee will be towards contractual/AMC obligations of the selected bidder. The selected bidder shall quote the charges of AMC as per the Bill of Material (**Annexure-11**). This Bank guarantee shall be submitted within 15 days from the date of acceptance of the order which shall cover warranty and AMC period with a claim period of 3 months. The selected bidder has to submit this Bank guarantee in addition to the Security Deposit/Bank Guarantee as specified in the Payment terms. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and warranty period.

## **16. Penalties/Liquidated Damages**

- 16.1. **Penalties/Liquidated damages for delay in Delivery of Tablet Computers in all locations would be as under:**
  - 16.1.1. Non-compliance of the delivery **clause 11.2** will result in the Bank imposing penalty of 0.50% (Plus GST) on delay in delivery per Tablet Computer, per week or part thereof, on the value of Tablet Computer (excluding Warranty and AMC).
  - 16.1.2. Non-compliance of the installation **clause 11.3** will result in the Bank imposing penalty of 0.50% (Plus GST) on delay in installation of per Tablet Computer, per week or part thereof, on the value of Tablet Computer (excluding Warranty and AMC).

- 16.1.3. However, the total Penalty/LD to be recovered under above **clauses 16.1.1 & 16.1.2** shall be restricted to 10% (Plus GST) of the value of that Tablet Computers (excluding Warranty and AMC).
- 16.2. In case faulty Tablet Computers are not repaired/replaced within a Business day, Bank shall impose a penalty of Rs.100/- (Plus GST) per Tablet Computer per day of delay. However, the total Penalty/LD to be recovered under this clause shall be restricted to 25% (Plus GST) of the invoice value of warranty payment of that Tablet Computer for that quarter.
- 16.3. **Penalties/Liquidated Damages for non-performance:** If the specifications of the RFP are not met by the selected bidder during various tests, the selected bidder shall rectify or replace the same at bidders cost to comply with the specifications immediately to ensure the committed uptime, failing which the Bank reserves its right to reject the items.
- 16.4. The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the selected bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from selected bidder or from any other amount payable to the selected bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.
- 16.5. All the above LDs are independent of each other and are applicable separately and concurrently.
- 16.6. LD is not applicable for the reasons attributable to the Bank and Force Majeure.

## 17. Payment Terms

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

- 17.1. Payment schedule will be as under:

Sl. No.	Payment Stages	Percentage of Payment	Condition/Remarks
1.	Delivery	90% of Sl. No. 1 of Table-A	90% On delivery of Tablet Computer/s and on submission of relevant documents. Please note that Originals of invoices (plus One Copy) reflecting Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office and Manufacturer's / Supplier's Warranty Certificate should be submitted while claiming payment in respect of orders placed.
2.	Installation & Acceptance	10% of Sl. No. 1 of Table-A	10% of the total cost will be released on installation & acceptance of Tablet Computer/s and on submission of relevant documents.



			The successful bidder has to submit installation reports duly signed by the Bank officials of the respective Branch/offices, while claiming payment.
3.	Warranty		The payment of the total amount quoted for Warranty shall be made to the selected bidder on Quarterly basis. The total amount quoted for 1 Year Warranty in the Annexure-11 (Bill of Material) shall be divided into equal amounts and shall be paid under each quarter during the contract period. Payment of warranty should be paid after submitting PBG.
4.	AMC		The amount should be payable quarterly in arrears.

17.2. The selected bidder has to submit the following documents for release of payment towards delivery:

17.2.1. Originals of invoices (plus One Copy) reflecting GST, GSTIN, State Code, HSN Code, State Name, Taxes & Duties etc. Invoice should contain serial number/s of the Tablet Computer/s.

17.2.2. Original Proof of delivery duly signed by Bank officials of the respective Branch/office.

Or

EPOD duly signed by Bank officials mentioning name and staff number with Branch/Office seal of the respective Branch/office.

Or

Email confirmation from the Branch/Section Head mentioning the name and staff number certifying that the Tablet Computer (with serial number) is delivered in good condition.

17.2.3. Manufacturer's / Supplier's Warranty Certificate.

17.3. The selected bidder has to submit the following documents for release of payment towards installation & acceptance:

17.3.1. Originals of invoices (plus One Copy) reflecting GST, GSTIN, State Code, HSN Code, State Name, Taxes & Duties etc. Invoice should contain serial number/s of the Tablet Computer/s.

17.3.2. Original acceptance report duly signed by the Bank officials of the respective Branch/offices.

Or

Email confirmation from the Branch/Section Head mentioning the name and staff number certifying that the Tablet Computer (with serial number) is working satisfactorily.

- 17.4. The selected bidder has to submit following documents for release of payment towards Warranty:
- 17.4.1. Originals of invoices (plus One Copy) reflecting GST, GSTIN, State Code, HSN Code, State Name, Taxes & Duties etc. Invoice should contain serial number/s of the Tablet Computer/s.
- 17.5. The delivery / acceptance / Warranty payment shall be released in lots of 100 or as decided by the Bank.
- 17.6. Bank will not pay any amount in advance.
- 17.7. Payment shall be released within 30 days from the date of submission of relevant documents as per RFP terms and found in order as per RFP terms.
- 17.8. The bank shall finalize the acceptance format mutually agreed by the selected bidder. The selected bidder shall strictly follow the mutually agreed format and submit the same for each location wise while claiming acceptance payment.
- 17.9. The payments will be released through NEFT / RTGS after deducting the applicable LD/Penalty, TDS if any, centrally by Head Office at Bengaluru/ any other office as decided by the Bank and the selected bidder has to provide necessary Beneficiary Bank details like Account No., Bank's Name with Branch, IFSC Code etc.

#### **18. Security Deposit / Performance Bank Guarantee**

- 18.1. The successful bidder should submit a Security Deposit / Performance Guarantee as specified in Bid Schedule within 15 days from the date of acceptance of the Purchase Order.
- 18.2. Security Deposit should be submitted by way of DD drawn on Canara Bank payable at Bengaluru / Bank Guarantee may be obtained from any of the Scheduled Banks (other than Canara Bank).
- 18.3. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Canara Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). However, it should be as per **Annexure-14**. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be summarily rejected.
- 18.4. Security Deposit/Performance Bank Guarantee should be valid for Total Contract Period from the date of acceptance of order and shall be retained till the completion of Contract period. The guarantee should also contain a claim period of Three months from the last date of validity.
- 18.5. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and contract period.
- 18.6. The security deposit / bank guarantee will be returned to the bidder on completion of Contract Period.

- 18.7. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.

**19. Scope involved during contract period**

During the period of contract, the selected bidder shall perform the following:

- 19.1. If any software and Hardware updates provided by the OEM as free of cost, it should be provided and installed & configured by the selected bidder.
- 19.2. Any corruption in the Software or media shall be rectified during the full period of the contract at no extra cost to the Bank.
- 19.3. The system spare parts/services, as and when required, and complete maintenance of the Tablet Computers during warranty period shall be supported for a period to be specified by the bank.
- 19.4. The support shall be given in person or through telephone, FAX, letter and E-mail within a reasonable time as the case may be.
- 19.5. Only licensed copies of software shall be supplied. The selected bidder shall grant an irrevocable perpetual license to the Bank to use the software. Further, all software supplied shall be of latest version.
- 19.6. The selected bidder shall provide centralized complaint booking facility to the bank and the dashboard, if available, shall be provided to the Bank. The method of booking complaints shall be E-mail, Toll-free no, on line portal, web, etc.
- 19.7. Escalation matrix should be provided for support, technical, project, etc. as per **Annexure-8**.
- 19.8. During Contract period, Bank may by notice of not less than 30 days in writing to the selected bidder, modify or delete either any location or all location, either partial items or all items of the contract.

**20. Local Support**

- 20.1. The selected bidder should be capable of meeting the service & support standards as specified in this Bid.
- 20.2. The selected bidder shall provide Warranty during office Hours on all Bank Working days of the year for all the locations.
- 20.3. **Response Time and Meantime to Restore [MTTR]**
- 20.3.1. Response Time shall be 6 hours for Urban Branches and 8 hours for other locations. MTTR shall be a Business day.
- 20.3.2. Time specified above is from lodging of complaint.
- 20.3.3. However, penalties will be applied as per clause 16.

**21. Mean Time Between Failures (MTBF)**

If during the warranty period, any Tablet Computer fails on three or more occasions in a quarter, such Tablet Computers shall be replaced by equivalent / superior new Tablet Computers by the selected bidder at no additional cost to the Bank.

**22. Software, Drivers and Manuals**

22.1. The selected bidder shall supply along with each item all the related documents, Software Licenses loaded in the Tablet Computers without any additional cost. The documents shall be in English. These will include but not restricted to User Manual, Operation Manual, Other Software and Drivers etc.

22.2. All related documents, manuals, catalogues and information furnished by the selected bidder shall become the property of the Bank.

**23. Documents, Standard Operating Procedures and Manuals**

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

**24. Defect Liability**

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

**25. Subcontracting:**

25.1. The selected bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the selected bidder under the contract without the prior written consent of the Bank.

25.2. In case subcontracting is warranted in interest of the project, the selected bidder should take consent of the Bank before undertaking any such agreement. The selected bidder should further ensure subcontracting agreement is vetted by the Bank.

25.3. Even if the selected bidder gets into subcontracting, accountability and responsibility of the resource provided shall lie with selected bidder only. Bank shall hold correspondence only with the selected bidder.

25.4. The selected bidder should not sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (refer: F/No.6/18/2019-PPD dated 23/07/2020 of Public Procurement Division, Department of Expenditure, Ministry of Finance). Any false declaration and non-compliance of the above would be a ground for

immediate termination of the contract and further legal action in accordance with the laws.

## **26. Secure Deployment & Security Compliance to Policies and Process**

- 26.1. All the hardware or required components should be shipped directly from OEM to Bank premises.
- 26.2. All the underlying infrastructure components such as OS or any product should be hardened on each environment before made functional.
- 26.3. The selected bidder shall abide by the access level agreement to ensure safeguards of the confidentiality, integrity and availability of the information systems. The selected bidder will not copy any data obtained while performing services under this RFP to any media including hard drives, flash drives or other electronic device other than as expressly approved by Bank.
- 26.4. The Bank will have the right to audit the bidder's people, processes, technology etc., as part of vendor security risk assessment process.
- 26.5. The bidder should be fully compliant with ISO27001 controls at the time of bidding.

## **27. Make and Models**

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

## **28. Software Version**

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

## **29. Documentation**

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

## **30. Clarification to the RFP and Pre-Bid Queries**

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

### **31. Pre-Bid meeting**

- 31.1. A pre-bid meeting of the intending bidders will be held on the date & time and at the venue specified in the RFP document to clarify any point/doubt raised by them in respect of this tender. No separate communication will be sent for this meeting.
- 31.2. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested bidders shall be present during the scheduled time. In this connection, Bank will allow maximum of Two (2) representatives from each bidder to participate in the pre-bid meeting.
- 31.3. Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 31.4. Bank will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the bidders in the meeting.
- 31.5. The Bank will consolidate all the queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's website (<https://canarabank.com/tenders.aspx>) and RFP portal. No individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/ amendments/ corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.
- 31.6. Non reply to any of the queries raised by the vendors during pre-bid Meeting shall not be considered as acceptance of the query/issue by the Bank.



### **32. Amendment to Bidding Document**

- 32.1. At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by amendment.
- 32.2. Notification of amendments will be made available on the RFP/Bank's website only (i.e. [www.canarabank.com](http://www.canarabank.com)) and will be binding on all bidders and no separate communication will be issued in this regard.
- 32.3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for submission of Bids.

### **33. Bid System Offer**

This is two bid system which has following 2 (Two) parts:

- 33.1. **Technical Proposal**: Indicating the response to the Pre-Qualification Criteria, Technical and Functional requirement specification for procurement of 9000 nos. of tablet Computers for a period of 3 Years to Canara Bank.
- 33.2. **Commercial Bid**: Furnishing all relevant information as required as per Bill of Material as per **Annexure-11**.

### **34. Preparation of Bids**

#### **34.1. Technical Proposal**

- 34.1.1. Before submitting the bid, the bidders should ensure that they conform to the Pre-Qualification criteria as stated in Annexure-5 of this RFP. Only after satisfying themselves of the Pre-Qualification criteria, the Offer should be submitted.
- 34.1.2. It is mandatory to provide the technical details of the Tablet Computers required by the bank in the exact format of Annexure-2 of this tender.
- 34.1.3. The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.
- 34.1.4. If any part of the technical/functional requirements offered by the bidder is different from the technical/functional requirements sought in the RFP, the bidder has to substantiate the same in detail the reason of their quoting a different technical/functional requirements than what is sought for, like better feature or non-availability/ feasibility of the technical/functional requirements quoted by Bank, invariably to process the technical offer.
- 34.1.5. The Bank shall not allow / permit changes in the technical/ functional requirements once it is submitted.

- 34.1.6. The relevant Solution information, brand, and solution offered, printed product brochure, technical/functional specification sheets etc. should be submitted along with the Offer. Failure to submit this information along with the offer may result in disqualification.
- 34.1.7. The Technical Proposal should be complete in all respects and contain all information sought for. Masked Bill of Material must be attached in Technical Offer and should not contain any price information. Technical Proposal should be complete and should cover all products and services. Technical Proposal without masked Bill of Materials will be liable for rejection.
- 34.1.8. Masked Bill of Material which is not as per below instruction will make Bid liable for rejection:
- 34.1.8.1. Should be replica of Bill of Material except that it should not contain any price information (**with Prices masked**).
- 34.1.8.2. It should not provide any price information like, unit price, tax percentage, tax amount, etc.

**34.2. Commercial Bid**

- 34.2.1. Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of this RFP on prices. The Commercial Bid should give all relevant price information as per Annexure-11. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.
- 34.2.2. The Bill of Material must be attached in Technical Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal and Commercial Bid, except that the Technical Proposal should not contain any price information (with Prices masked). Any change in the Bill of Material format may render the bid liable for rejection.
- 34.2.3. Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- 34.2.4. Any change in the Bill of Material format may render the bid liable for rejection. The Commercial Bids that are incomplete or conditional are liable to be rejected.
- 34.2.5. The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank.

**35. Costs & Currency**

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

### **36. Erasures or Alterations**

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

### **37. Assumptions/Presumptions/Modifications**

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

### **38. Responsibilities of the bidder**

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

- 38.1. The Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition.
- 38.2. The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
- 38.3. No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- 38.4. Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with CANARA BANK. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.
- 38.5. The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all software and hardware to be supplied in response to this RFP shall meet the requirement of the Tablet Computers proposed by the Bidder. The Bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost.

to the Bank. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfill all the terms and conditions of this RFP.

### **39. Preliminary Scrutiny**

- 39.1. The Bank will scrutinize the bid/s received to determine whether they are complete in all respects as per the requirement of RFP, whether the documents have been properly signed, whether items are offered as per RFP requirements and whether technical documentation as required to evaluate the offer has been submitted.
- 39.2. Prior to detailed evaluation, the Bank will determine the substantial responsiveness of each bid to the bidding document. Substantial responsiveness means that the bid conforms to all terms and conditions, scope of work and technical requirements and bidding document is submitted without any deviations.

### **40. Clarification of Offers**

- 40.1. During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The bidder has to respond to the bank and submit the relevant proof /supporting documents required against clarifications, if applicable. The request for such clarifications and the bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Bank.
- 40.2. The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. Bank's decision with regard to 'minor non-conformity' is final and the waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

### **41. Evaluation of Bids**

- 41.1. The Bank will evaluate the bid submitted by the bidders under this RFP. The Bid will be evaluated by a Committee of officers of the Bank. If warranted, the Bank may engage the services of external consultants for evaluation of the bid. It is Bank's discretion to decide at the relevant point of time.
- 41.2. **Technical Proposal:** The Technical Proposal submitted by the bidders will be evaluated based on documents submitted against this RFP and Bank will seek clarification, if required.
- 41.3. **Commercial Bid:** The Commercial Bid of only those bidders who qualified in Technical Proposal will be opened and will be evaluated.

#### **42. Product Demonstration/POC**

- 42.1. Bidders are further required to be in preparedness to demonstrate the proposed Tablet Computers by arranging for product walk-through at their own installations/principals/ R&D labs duly meeting the specific requirements/issues raised by the Bank. As a part of the technical evaluation the Bank may at its discretion, request either all bidders or any of them to arrange for the demonstration of their product more than once if felt necessary before commercial evaluation.
- 42.2. The Bank at its discretion may call for providing of Proof of Concept (PoC) of proposed Tablet Computers at the site mutually agreed.
- 42.3. Bidders should arrange for visits to the reference sites wherein the product is successfully implemented by them. The bidder shall take necessary permission from the site owner and demonstrate the features and performance to the Bank at their own cost. The Bank may require onsite reference visit or a Telephonic conversation with the concerned.
- 42.4. 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.
- 42.5. Setting of evaluation criteria for product demonstrations shall be entirely at the discretion of the Bank. The decision of Bank in this regard shall be final and in this regard, no correspondence shall be entertained.

#### **43. Normalization of Bids**

- 43.1. The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that, shortlisted bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that, any of the Bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion request all the technically shortlisted bidders to re-submit the technical and commercial bids once again for scrutiny. The resubmissions can be requested by the Bank in the following manner;
  - 43.1.1. Incremental bid submission in part of the requested clarification by the Bank
  - OR**
  - 43.1.2. Revised submissions of the entire bid in the whole
- 43.2. The Bank can repeat this normalization process at every stage of bid submission till Bank is satisfied. The shortlisted bidders agree that, they have no reservation or objection to the normalization process and all the technically shortlisted bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process.
- 43.3. The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

#### **44. Proposal Ownership**

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

#### **45. Project Ownership**

- 45.1. If the bidder is offering solutions/products/services from other bidders/principals, as required in this RFP, they shall detail the responsibilities of the parties involved and also submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the project. The bidder must specify any and all relationships with third parties in respect of the ownership and also maintenance & support of all hardware and software related to Tablet Computers which are relevant to this RFP.
- 45.2. Ownership letter by the bidder to be submitted (Undertaking letter by the bidder taking the ownership of the project execution) in case third party also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership.
- 45.3. The Bidder also has to submit a certificate/Letter from OEM that the proposed services any other related software offered by the bidder to the Bank are correct, viable, technically feasible for implementation and it will work without any hassles.

#### **46. Acceptance of Offer**

- 46.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 46.2. The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.
- 46.3. The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender the RFP with or without modifications. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.
- 46.4. The bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.



#### **47. Project Execution**

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

#### **48. Execution of Agreement:**

- 48.1. Within 21 days from the date of acceptance of the Purchase Order/LOI or within 30 days from the date of issue of Purchase Order/LOI whichever is earlier, selected bidder shall sign a stamped “Agreement” with the Bank at Bengaluru as per **Annexure-13**. Failure to execute the agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected bidder.
- 48.2. The agreement shall include all terms, conditions and specifications of RFP and also the Bill of Material and Price, as agreed finally after bid evaluation and negotiation. The agreement shall be executed in English language in one original, the Bank receiving the duly signed Original and the selected bidder receiving the photocopy, if insisted. The agreement shall be valid till all contractual obligations are fulfilled.
- 48.3. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form a part of the Contract Agreement till the conclusion of the contract.

#### **49. Pricing & Payments:**

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

#### **50. Order Cancellation/Termination of Contract**

- 50.1. The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:
  - 50.1.1. Delay in delivery of services in the specified period.
  - 50.1.2. Serious discrepancies noted in the inspection.
  - 50.1.3. Breaches in the terms and conditions of the Order.

- 50.2. The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances:
- 50.2.1. Non submission of acceptance of order within 7 days of order.
  - 50.2.2. Excessive delay in execution of order placed by the Bank.
  - 50.2.3. The selected bidder commits a breach of any of the terms and conditions of the bid.
  - 50.2.4. The bidder goes in to liquidation voluntarily or otherwise.
  - 50.2.5. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
  - 50.2.6. The progress made by the selected bidder is found to be unsatisfactory.
  - 50.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
  - 50.2.8. If found blacklisted by any Govt. department/ PSU/ other banks etc., during the course of contract.
- 50.3. Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services without assigning any reason.
- 50.4. In case the selected bidder fails to conduct an event as per stipulated schedule, the Bank reserves the right to get it conducted by alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days prior notice to the bidder.
- 50.5. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- 50.6. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract.
- 50.7. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

## **51. General Terms**

Normally, the Order will be placed on the successful bidder as per the details given in the bid document. But, if there is any change in name/address/constitution of the bidding Firm/Company at any time from the date of bid document, the same shall be informed by the bidders to the Bank immediately. This shall be supported with necessary documentary proof or Court orders, if any. Further, if the bidding Firm/Company is undergoing any re-organization/ restructuring/ merger/ demerger and on account such a change the Firm/Company is no longer performing the original line

of business, the same shall be informed to the Bank. There shall not be any delay in this regard. The decision to place orders or otherwise under such situation shall rest with the Bank and the decision of the Bank shall be final.

## **52. Roles & Responsibility during Project Implementation**

- 52.1. All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning maintenance during warranty etc., shall be provided by the selected bidder at no extra cost to the Bank for completing the scope of work as per this RFP.
- 52.2. The selected Bidder shall take all steps to ensure safety of Bidder's and the Bank's personnel during execution of the contract and also be liable for any consequences due to omission or act of the selected bidder or their sub-bidders.
- 52.3. In case of any damage of Bank's property during execution of the work is attributable to the selected bidder, the selected bidder has to replace the damaged property at his own cost.

## **53. Responsibilities of the selected bidder**

- 53.1. The selected bidder has to inform change in the management of the company, if any, to the Bank within 30 days from the date of such change during contract period.
- 53.2. The Bank will call for Audited Balance Sheet of the selected Bidder at any point of time during contract period and the selected bidder shall provide the same.
- 53.3. The selected bidder shall submit updated Escalation Matrix for the product/services on a **Half-Yearly basis** as at the end of 31<sup>st</sup> March and 30<sup>th</sup> September during contract period.

## **54. Human Resource Requirement**

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

- 54.1. The selected bidder shall provide a contingent of well trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc. as part of the hardware/solution/service.
- 54.2. The selected bidder shall confirm that every person deployed by them on the project has been vetted through a third-party background check prior to their engagement. The selected bidder shall manage the activities of its personnel or others engaged in the project, etc. and shall be accountable for all the personnel deployed/engaged in the project.
- 54.3. In case the performance of the selected bidder/their CSP/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, The selected bidder shall have to replace the said person within the time limits stipulated by the Bank. Where the selected bidder fails to comply with the Bank's request, the Bank may replace the said person or their agents/employees on its own.

- 54.4. No right to employment in the Bank shall accrue or arise to the employees or agents of the selected bidder, by virtue of engagement of employees, agents, etc., of the selected bidder for any assignment under this project. It is further clarified that the arrangement herein with the selected bidder is a contract for service.
- 54.5. The selected bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for all critical activities.
- 54.6. The selected bidder shall extend all of the outsourced banking and financial services by deploying such personal that have high integrity and meet the qualifications and other criteria stipulated by the Reserve Bank of India, Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time ,as per the provisions of Minimum Wages Act 1948.

#### **55. Responsibility for Completeness**

- 55.1. The selected bidder shall ensure that the Tablet Computers provided meets all the technical and functional requirements as envisaged in the scope of the RFP.
- 55.2. The selected bidder shall deliver the Tablet Computers as per Technical specification and Scope of Work described elsewhere in the RFP and arrange for user level demo at bidder's cost as per accepted time schedules. The selected bidder is liable for penalties levied by Bank for any deviation in this regard. The selected bidder shall provide for all drivers/software required to install, customize and test the system without any further charge, expense and cost to Bank.
- 55.3. The selected bidder shall be responsible for any discrepancies, errors and omissions or other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the bank or not. The selected bidder shall take all corrective measures arising out of discrepancies, error and omission other information as mentioned above within the time schedule and without extra cost to the bank.

#### **56. Inspection of Records**

Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts and records including Tablet Computers provided to the Bank under this RFP and the successful bidder shall extend all cooperation in this regard.

## **57. Negligence**

In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder.

## **58. Assignment**

58.1. The successful bidder shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's prior written consent.

58.2. If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Successful bidder under this RFP.

## **59. Publicity**

Any publicity by the selected bidder in which the name of the Bank is to be used will be done only with the explicit written permission of the Bank.

## **60. Insurance**

The Hardware to be supplied will be insured by the selected bidder against all risks of loss or damages from the date of shipment till such time, the same is delivered and handed over to the Bank/Office. The selected bidder has to obtain transit insurance cover for the items to be delivered from their factory/godown to the location and such insurance cover should be available till acceptance of the Tablet Computers.

## **61. Guarantees**

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

## **62. Intellectual Property Rights**

62.1. Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature

whatsoever. The bidder should ensure that the Hardware and Software supplied to the Bank shall not infringe the third party intellectual property rights, if any. The bidder has to ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as bidder.

- 62.2. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed Tablet Computers.
- 62.3. The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.
- 62.4. The bidder acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Hardware/Software.

### **63. Confidentiality and Non-Disclosure**

- 63.1. The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking as per the annexure-10 provided.
- 63.2. No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.

### **64. Indemnity**



- 64.1. The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:
- 64.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;
- 64.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;
- 64.2. The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of the Tablet Computers supplied by them.
- 64.2.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
- 64.2.2. The limits specified in above clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.
- 64.2.3. All Employees engaged by the Bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.

## **65. Force Majeure**

- 65.1. The bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.
- 65.2. For the purpose of this clause, “Force Majeure” shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation.
- 65.3. In the event of any such intervening Force Majeure, the Bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within seven calendar days. Unless otherwise directed by the Bank, the Bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

- 65.4. In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.

## **66. Corrupt and Fraudulent Practices**

- 66.1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders /Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- 66.2. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND "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.
- 66.3. 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.
- 66.4. 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.
- 66.5. The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.
- 66.6. Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.
- 66.7. The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for Solution/service by the Bank.

## **67. Adoption of Integrity Pact**

- 67.1. The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.
- 67.2. Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- 67.3. The bidder shall submit signed Pre Contract integrity pact as per Bank's format along with the bid. Those bids which are not containing the above are liable for rejection.
- 67.4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates
- 67.5. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- 67.6. Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 67.7. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee if contracted whichever is later.
- 67.8. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 67.9. Integrity pact shall be signed by the person who is authorized to signed the Bid.
- 67.10. The Name and Contact details of the Independent External Monitor(IEM) nominated by the Bank are as under:

Sri. Rakesh Jain Email:rakeshjain18@hotmail.com	Sri. Dilip Chaudhary Email:dilip.chaudhary@gmail.com
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## **68. Amendments to the Purchase Order**

Once purchase order is accepted by the bidder, no amendments or modifications of order and no waiver of any of the terms or conditions thereof shall be valid or binding unless made in writing and mutually agreed by the parties.

## **69. Amendments to the Agreement**

Once agreement is executed with the bidder, no amendments or modifications of Agreement and no waiver of any of the terms or conditions thereof shall be valid or binding unless made in writing and mutually agreed by the parties.

## **70. Modification/Cancellation of RFP**

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

## **71. Social Media Policy**

- 71.1. No person of the bank or the contractors and third parties shall violate the social media policy of the bank.
- 71.2. The following acts on the part of personnel of the bank or the contractors and third parties shall be construed as violation of social media policy:
  - 71.2.1. Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.
  - 71.2.2. Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of social media related systems and procedures.
  - 71.2.3. Any unauthorized use or disclosure of Bank's confidential information or data.
  - 71.2.4. Any usage of information or data for purposes other than for Bank's normal business purposes and / or for any other illegal activities which may amount to violation of any law, regulation or reporting requirements of any law enforcement agency or government body.

## **72. Right to audit**

- 72.1. The selected bidder has to get itself annually audited by internal/ external empaneled Auditors appointed by the Bank/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank /such auditors in the areas of products (IT hardware/software) and services etc., provided to the Bank and the selected bidder is required to submit such certification by such Auditors to the Bank. The selected bidder and or his/their outsourced agents/subcontractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the selected bidder. The selected bidder shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.
- 72.2. Where any deficiency has been observed during audit of the selected bidder on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the selected bidder shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the selected bidder shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

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

### **73. Resolution of Disputes**

All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract or in the discharge of any obligation arising under this Contract (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there-in the specific disputes. In the event of parties failing to consent upon a single arbitrator than BOTH PARTIES shall approach Court of Law for the appointment of sole arbitrator as provided under the Arbitration and Conciliation Act 1996. Place of Arbitration shall be Bengaluru, INDIA which will be governed by Indian Arbitration and Conciliation Act 1996. Proceedings of Arbitration shall be conducted in English language only.

### **74. Legal Disputes and Jurisdiction of the court**

- 74.1. The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.
- 74.2. All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts in **Bengaluru** and the parties agree to submit themselves to the jurisdiction of such court as this RFP/Contract agreement shall be governed by the laws of India.

75. Purchase Preference to Micro and Small Enterprises (MSEs), Startups and Purchase Preference linked with Local Content (PP-LC) shall be applicable subject to full compliance of other terms and conditions of the RFP and Contract. Following are the conditions applicable as per the Government of India Guidelines on Purchase Preference.

### **76. Micro & Small Enterprises [MSEs]**

Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette

notification no. D.L.-33004/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the Government of India Guidelines

- 76.1. MSEs should provide proof of their being registered as MSE for the item under Tender/ RFP along with their offer, with any agency mentioned in the Notification, including:
- 76.1.1. District Industries Centres or
  - 76.1.2. Khadi Village Industries Commission or
  - 76.1.3. Khadi & Village Industries Board or
  - 76.1.4. Coir Board or National Small Industries Corporation or
  - 76.1.5. Directorate of Handicrafts & Handloom or
  - 76.1.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
  - 76.1.7. For ease of registration of Micro and Small Enterprises (MSMEs), Ministry of MSE has started Udyog Aadhaar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.
  - 76.1.8. Udyam Registration Certificate
- 76.2. MSEs are exempted from paying EMD, subject to furnishing of Valid certificate for claiming Exemption.
- 76.3. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of two years from being eligible to submit Bids for contracts with Canara Bank as per Annexure-4.
- 76.4. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.
- 76.5. The details are available on web site [dcmsme.gov.in](http://dcmsme.gov.in). Interested vendors are requested to go through the same for details.

## **77. Startup**

- 77.1. Applicable for Indian Bidders only as defined in gazette notification no. D.L.-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.
- 77.2. As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in tender document.
- 77.3. Further, the Startups are also exempted from submission of EMDs.



- 77.4. For availing the relaxations, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.
- 77.5. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of two years from being eligible to submit Bids for contracts with Canara Bank as per Annexure-4.

**78. Procurement through Local Suppliers (Make in India)**

- 78.1. Bidder/OEM should be a 'Class-I local supplier' / 'Class-II local supplier' as defined under Public Procurement (Preference to Make in India) Order, 2017 issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 read in conjunction with 'Public Procurement (Preference to Make in India) Order dated 07/09/2020 issued by Ministry of Electronics and Information Technology, and subsequent modifications/ clarifications/ amendments, if any.
- 78.2. "Local content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- 78.3. "Class-I Local Supplier" means a supplier or service provider whose goods, services or works offered for procurement meets the minimum local content as prescribed for Class-I local supplier under this order.
- 78.4. "Class -II Local Supplier means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class -II Local supplier' but less than that prescribed for 'Class -I Local supplier' under this order.
- 78.5. 'Non-Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement has local content less than that prescribed for 'Class-II Local Supplier' under this order.
- 78.6. The 'local content' requirement to categorize a supplier as 'Class I Local Supplier' is minimum 50%. For 'Class-II Local supplier' the 'local content' requirement is minimum 20%.
- 78.7. The margin of Purchase preference shall be 20%.
- 78.8. Purchase preference for local supplier, self-certification, compliance, monitoring and other terms & conditions shall be as per the aforesaid Guidelines/Notifications. The Guidelines may be treated as an integral part of the tender documents.

- 78.9. The 'Class -I Local supplier'/'Class -II Local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class -I Local supplier'/'Class-II Local supplier' as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- 78.10. In cases of procurement for a value in excess of Rs.10 Crores, the 'Class-I Local supplier'/'Class -II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost account or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- 78.11. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules issued by the Ministry of Finance for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- 78.12. All the relevant documents/information regarding claim for preferential treatment under this policy must be submitted along with offer by the tenderers. Post tender submission of these information/documents shall not be considered. Further firms seeking these considerations shall be completely responsible for the truthfulness and authenticity of their claim for these benefits.
- 78.13. Canara Bank shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain complete back up calculation.

Annexure-1

Scope of Work

**SUB: RFP for Supply, Installation and Maintenance of 9000 Tablet Computers in Canara Bank for 3 years.**

**Ref: RFP ref. no. GEM/2023/B/3303425 dated 24/03/2023.**

Sl. No.	Broad Scope of Work	Compliance (Yes/No)
1.	The selected bidder should maintain the supplied Tablet Computer during comprehensive onsite warranty period of One (1) year and Two (2) year AMC period. During the contract period, the selected bidder is bound to do all hardware spares replacement/software related repairs without extra cost to Bank covering all parts & labor from the date of acceptance of the systems by Canara Bank at the respective locations i.e. On-Site Comprehensive Warranty.	
2.	The selected bidder shall deliver Tablet Computers at the respective consignee locations as per the Delivery Schedule on receipt of the Purchase Order from the Bank.	
3.	For each location, the selected bidder is expected to provide Tablet Computers with the related hardware, all subsystems, software drivers and manuals etc.	
4.	The selected bidder will be the single point of contact to the Bank.	
5.	The configuration as per the technical and other specifications of the Tablet Computers must be functional and installed from the day one.	
6.	Hardware and Software installation and configuration for the entire set up to be handled by the qualified/experienced personnel only.	
7.	During installation if the bank requires any new Software/OS/Utility, the selected bidder has to install without any cost where the licenses of the software are with the Bank.	
8.	All necessary cables and other accessories required for successful installation of the hardware items as per the Scope of Work to be supplied by the selected bidder and the cost of the same to be added along with the respective Hardware items.	
9.	The selected bidder has to supply all the Tablet Computers to the ordered locations as per the Technical Specifications mentioned in the <b>Annexure-2</b> .	
10.	The selected bidder shall be fully responsible for Delivery, Installation and Maintenance of the ordered Tablet Computers.	
11.	The selected bidder shall provide all other required equipment's and services if any, whether or not explicitly mentioned in this RFP, to ensure the successful installation and functioning of the Hardware Items ordered to the respective Branches/Offices.	
12.	All the items (Hardware & Software) of Tablet Computers would be covered under Comprehensive Warranty except plastic parts & consumables. If there is any gap between Bank's requirement and OEM Warranty then it will be the responsibility of the selected bidder to fill up the gap.	

13.	The selected bidder will be responsible for affixing asset tags and complete inventory details of each Tablet Computer supplied to the Bank. The Asset Tags so printed by the selected bidder must have the company's logo along with other details like Warranty validity, call logging no., mail id etc. The asset tag details for the Tablet Computer would be mutually decided by the Bank and the selected bidder.	
14.	The selected bidder has to submit an undertaking as per Annexure-12 along with the delivered items, signed by the authorized person, certifying that all the components/parts/assembly/software used in the proposed hardware are original/ new components/ parts/ assembly/ software and that no refurbished/duplicate/second hand components have been used or would be used.	
15.	During the warranty period, the selected bidder may require to do Preventive Maintenance (PM) as will be decided by the Bank minimum on quarterly basis for the Tablet Computer supplied and submit the reports while claiming warranty payment.	

**We comply with all above points without any deviations. We understand that non-compliance to any or all the points mentioned in Scope of Work may lead to disqualification from the RFP under technical evaluation.**

**Date:**  
**Place:**

**Authorized signatory**  
**Name:**  
**Designation:**  
**Company seal:**

Annexure-2

Technical Requirements for Tablet Computers in Canara Bank

**SUB: RFP for Supply, Installation and Maintenance of 9000 Tablet Computers in Canara Bank for 3 years.**

**Ref: RFP ref. no. GEM/2023/B/3303425 dated 24/03/2023.**

**Note:**

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

Technical Specification of Tablet Computers

Sl. No.	Components	Required Configurations	Details of offered Product	Bidder's Response
1.	Make & Model	Must be specified. All the relevant product brochures and manuals must be submitted.		
2.	Generation	Must be specified. All the relevant product brochures and manuals must be submitted.		
3.	Display Size	Minimum 10 Inch		
4.	Resolution	Minimum 1920x1080 FHD		
5.	Brightness	Must be specified. All the relevant product brochures and manuals must be submitted.		
6.	Processor Chip	Qualcomm MSM8953 (Octa-Core, Up to 2.0 GHz) or equivalent Core & Speed or higher (Core & Speed processor)		
7.	Storage	Minimum 64 GB expandable to 512 GB		

8.	Memory	Minimum 4 GB		
9.	Operating System	Minimum Android 11		
10.	Camera	Rear - Min 8 MP, Front - Min 5 MP		
11.	SIM Dual	Single Sim: 4G/LTE and Wi-Fi enabled.		
12.	Slots and Ports	USB - C connector		
13.	Battery	Minimum 7000 mAh		
14.	Network	Wifi,LTE,4G		
15.	Biometric Device	Bio-metric device with FRM/FIR complied RD Services compatible with android.		
16.	Power supply	AC Power Supply, 190 to 240 v, 50 Hz		
17.	Adaptor	Suitable for Indian Power socket.		
18.	Add on	Battery charger, Data Cable, Bag/pouch etc.		
19.	Warranty & AMC	1 year Comprehensive Onsite Warranty and 2 years AMC.		
20.	Other	Other-All other features like Face ID etc. should be as per OEM		

**Declaration:**

1. We hereby confirm that we have various certificates/bench mark testing standards for the items quoted to meet the intent of the RFP.
2. We hereby confirm that we have back-to-back arrangements with third party hardware software for providing continuous and un-interrupted support to meet SLAs obligations as per RFP terms.

**Date:**  
**Place:**

**Authorised signatory**  
**Name:**  
**Designation:**  
**Company seal:**

Annexure-3

Bidder's Profile

**SUB: RFP for Supply, Installation and Maintenance of 9000 Tablet Computers in Canara Bank for 3 years.**

**Ref: RFP ref. no. GEM/2023/B/3303425 dated 24/03/2023.**

Sl. No.	Particulars	Details
a)	Name of the Bidder Firm/Company	
b)	Constitution (Ltd./ Pvt. Ltd/Firm etc.)	
c)	Date of Incorporation and / or Commencement of business with supporting documents	
d)	Certificate of Incorporation (CIN)	
e)	Whether registered as MSE for the item under the RFP? (Proof of registration as MSE for the item under the RFP)	
f)	Whether recognized as a Startup by Department of Industrial Policy and Promotion (DIPP)? (Proof of such recognition, indicating terminal validity date of registration and Certificate from CA that the Turnover of the entity complies with Startup guidelines)	
g)	Whether eligible for Purchase Preference linked with Local Content under Public Procurement (Preference to Make in India) Order 2017, and Notifications issued thereafter? (Proof of certificate as applicable as per RFP format)	
h)	Address of Corporate Office	
i)	Address of the Registered Office	
j)	Particulars of the Primary Contact Person (Authorized Signatory of the Bidder)	Name
		Designation
		Address for Correspondence
		Phone Number (Landline)
		Mobile Number



		Email address	
k)	Particulars of the Secondary Contact Person	Name	
		Designation	
		Mobile Number	
		Email address	
l)	Firm / Company Website address		
m)	Firm/Company PAN number		
	Firm/Company GST Number		
	<u>Beneficiary Bank Details for Bid security refund etc.,</u>		
	Beneficiary Name		
	Beneficiary Account Number		
	Type of Bank Account (Current/OD/OCC etc.)		
	IFSC Code		
Beneficiary Bank Name & Branch address			

Date

Signature with seal

Name:

Designation:

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

Annexure-4

Bid Security Declaration

(Applicable for firms seeking exemption of EMD as per RFP GTC)

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

**SUB: RFP for Supply, Installation and Maintenance of 9000 Tablet Computers in Canara Bank for 3 years.**

**Ref: RFP ref. no. GEM/2023/B/3303425 dated 24/03/2023.**

Dear Sir,

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

Place:

Date:

[Signature of Authorised Signatory]

Name:

Designation:

Seal:

Annexure-5

Pre-Qualification Criteria

**SUB: RFP for Supply, Installation and Maintenance of 9000 Tablet Computers in Canara Bank for 3 years.**

**Ref: RFP ref. no. GEM/2023/B/3303425 dated 24/03/2023.**

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

Sl. No.	Criteria	Documents to be submitted for Compliance	Bidder's Response and Documents Submitted
1.	The bidder (including its OEM, if any) should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order dated 16/09/2020.	Certificate of local content to be submitted as per Annexure-6 or Annexure-7 as applicable.	
2.	The Company operating should be legally compliant company and can be: 1. A partnership firm or a Limited Liability Partnership duly registered under the Limited Liability Partnership Act, 2008. 2. Company duly registered in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013. 3. Proprietorship firm duly registered under the applicable shops and commercial Establishments Act and should be compliant to all the applicable laws.	Copy of partnership deed along with registration certificate of partnership firm/ Copy of Certificate of LLP registration. (OR) Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company (OR) Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies. (OR) Registration Certificate in case of Proprietorship firm issued under shops and commercial Establishments Act.	
3.	The bidder has to provide confirmation that any person/Partnership/LLP/Company including any subsidiary or holding company/proprietorship connected to bidder directly or indirectly has not participated in the bid process.	Letter of confirmation (self-certified letter signed by authorized official of the bidder) and any document sought by the Bank in this regard.	

4.	<p>Bidder shall be the Original Equipment Manufacturer (OEM) of the Tablet Computer.</p> <p>(OR)</p> <p>An authorized dealer/distributor of the proposed Tablet Computer</p>	<p>If the applicant is OEM, an Undertaking Letter has to submitted in this effect.</p> <p>(OR)</p> <p>If the bidder is an authorised dealer/ distributor, an authorisation letter from their OEM to deal/market their product in India and it should be valid for entire contract period from the date of submission of the bid.</p>	
5.	<p>The bidder should have positive Net Worth as on 31/03/2022.</p>	<p>The bidder must produce a certificate from the Company's Chartered Accountant to this effect.</p>	
6.	<p>Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid.</p>	<p>A self-declaration letter by the bidder on the Company's letter head should be submitted.</p>	
7.	<p>The Bidder (including its OEM, if any) should not be from a country which shares a land border with India unless the bidder is registered with the Competent Authority (as detailed in Office Memorandum-F.No.6/18/2019-PPD of Dept. of Expenditure, Ministry of Finance). Bidder from a country which shares a land border with India means:</p> <p>a. An entity incorporated, established or registered in such a country; or</p> <p>b. A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d. An entity whose beneficial owner is situated in such a country; or</p> <p>e. An Indian (or other) agent of such an entity; or</p>	<p>A declaration stating "We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP" to be submitted in Company's letter head.</p>	

	f. a natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.		
8.	Authorization Certificate Whether the Bid is authenticated by authorized person?	Copy of Power of Attorney or Authorization letter from the company authorizing the person to sign the bid document to be submitted in Conformity to Eligibility Criteria?	

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

Date

Signature with seal

Name :

Designation :

**Annexure-6**  
**Make in India Certificate**

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

Bidder's Reference No. \_\_\_\_\_

Date.....

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

**SUB: RFP for Supply, Installation and Maintenance of 9000 Tablet Computers in Canara Bank for 3 years.**

**Ref: GEM/2023/B/3303425 dated 24/03/2023.**

Dear Sir/Madam,

(To be certified by statutory auditor or cost auditor of the company (in the case of companies) for a tender value above Rs.10 crores giving the percentage of local content.)

1. In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and its amendments, we hereby certify that we M/s \_\_\_\_\_ are local supplier meeting the requirement of minimum local content i.e., \_\_\_\_\_% against Canara Bank Tender No. .... dated..... We qualify as a \_\_\_\_\_ (Class-I or Class II) local supplier. Details of location at which local value addition will be made as follows: \_\_\_\_\_.
2. We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
3. We have submitted the details indicating total cost value of inputs used, total cost of inputs which are locally sourced and cost of inputs which are imported, directly or indirectly with the commercial proposal.

Place:  
Date:

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

Annexure-7

Escalation Matrix

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

SUB: RFP for Supply, Installation and Maintenance of 9000 Tablet Computers in Canara Bank for 3 years.

Ref: RFP ref. no. GEM/2023/B/3303425 dated 24/03/2023.

Name of the Bidder Firm:

Delivery Related Issues:

Sl. No.	Name	Level of Contact	Office Postal Address	Phone No.	Mobile No.	Fax	Email address
a.		First Level Contact					
b.		Second level contact (If response not received in 24 Hours)					
c.		Regional/Zonal Head (If response not recd in 48 Hours)					
d.		Country Head (If response not recd in One week)					

Service Related Issues:

Sl. No.	Name	Level of Contact	Office Postal Address	Phone No.	Mobile No.	Fax	Email address
a.		First Level Contact					
b.		Second level contact (If response not received in 4 Hours)					
c.		Regional/Zonal Head (If response not recd in 12 Hours)					
d.		Country Head (If response not recd in 24 Hours)					

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

Date

Signature with seal

Name :

Designation :



Annexure-8

Manufacturer Authorization Form

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

No. \_\_\_\_\_ dated \_\_\_\_\_

The Deputy General Manager,  
Canara Bank,  
Procurement Group,  
DIT-Wing, Naveen Complex, 14 M G Road,  
Bengaluru-560 001 Karnataka

Dear Sir,

**SUB: RFP for Supply, Installation and Maintenance of 9000 Tablet Computers in Canara Bank for 3 years.**

**Ref: RFP ref. no. GEM/2023/B/3303425 dated 24/03/2023.**

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

We (Manufacturer) hereby extend our full guarantee and warranty as per terms and conditions of the RFP and the contract for the Tablet Computers offered against this invitation for RFP offer by the above firm and will extend technical support and updates and ensure availability of spares including processors for our products for contract period from the date of installation.

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

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

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

Yours faithfully  
(Name)  
For and on behalf of  
M/s

Annexure-9

Non-Disclosure Agreement

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

**SUB: RFP for Supply, Installation and Maintenance of 9000 Tablet Computers in Canara Bank for 3 years.**

**Ref: RFP ref. no. GEM/2023/B/3303425 dated 24/03/2023.**

WHEREAS, we, \_\_\_\_\_, having Registered Office at \_\_\_\_\_, hereinafter referred to as the Bidder, are agreeable to the formalities of deliverables as per timelines mentioned in the RFP for each ordered locations to Canara Bank, having its office at 14, Naveen complex, HO(annex), M.G Road Bengaluru -560001 hereinafter referred to as the BANK and,

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

WHEREAS, the Bidder understands that in the course of submission of the offer for the subject RFP and/or in the aftermath thereof, it may be necessary that the Bidder may perform certain jobs/duties on the Banks properties and/or have access to certain plans, documents, approvals or information of the BANK; NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, in order to induce the BANK to grant the Bidder specific access to the BANK's property/information. The Bidder will not publish or disclose to others, nor, use in any services that the Bidder performs for others, any confidential or proprietary information belonging to the BANK, unless the Bidder has first obtained the BANK's written authorization to do so.

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

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

Date

Signature with seal

Name :

Designation :

**Annexure-9**

**Bill of Material**

**SUB: RFP for Supply, Installation and Maintenance of 9000 Tablet Computers in Canara Bank for 3 years.**

**Ref: RFP ref. no. GEM/2023/B/3303425 dated 24/03/2023.**

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

**Table -A**

**Price details of Tablet Computers for 3 years contract period**

<b>[Amount in Rupees]</b>							
Sl. No.	Requirement Details	Unit Price (Excl. of Tax)	Quantity	Total Cost (Excl. of tax)	Tax for Column C		Total Cost (Incl. of tax)
		A		C=AxB	Tax %	Tax Amt.	F=C+E
1.	Cost of Tablet Computers as per Annexure-1 and Annexure-2, excluding cost of warranty		9000				
2.	Comprehensive Onsite Warranty of 9000 Tablet Computers as per Annexure-1 and Annexure-2		1 Year				
3.	AMC of 9000 Tablet Computers as per Annexure-1 and Annexure-2		2 Years				
Total Cost of Ownership for 3 years							

**Undertaking**

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

**Date:**  
**Place:**

**Authorized signatory**  
**Name:**  
**Designation:**  
**Company seal:**

**Note: Masked Bill of Material should be submitted with the technical proposal.**

Annexure-10

Undertaking of Authenticity

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

**SUB: RFP for Supply, Installation and Maintenance of 9000 Tablet Computers in Canara Bank for 3 years.**

**Ref: RFP ref. no. GEM/2023/B/3303425 dated 24/03/2023.**

We hereby undertake that all the hardware components/parts/assembly/software's used in this Tablet Computers shall be original new components /parts /assembly /software only from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

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

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

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

In case of default and we are unable to comply with the above at the time of delivery for the Tablet Computers already billed, we agree to take back the Tablet Computers without demur, if already supplied and return the money if any paid to us by you in this regard.

Date

Signature with seal

Name :

Designation :

Annexure-11

DRAFT CONTRACT AGREEMENT

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

BETWEEN

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

AND

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

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

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

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

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

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

- a) The Bid Form and the Price Schedule submitted by the Bidder.
- b) The Bill of Material.
- c) The Technical & Functional Specifications;
- d) The Terms and Conditions of the Contract;
- e) The Purchaser's Letter of Intent/Notification of Award;
- f) Schedule of Dates, Amounts etc.,
- g) Pre-Contract Integrity Pact;
- h) All pre bid clarifications/mail communications shared with the bidder during the processing of this bid.

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

**1. SCOPE OF WORK:**

As per the requirement of the Bank.

**2. GENERAL CONDITIONS TO CONTRACT:**

- 2.1. Either party shall not assign any rights or obligations herein without obtaining the prior consent of the other Party.
- 2.2. No forbearance, indulgence, relaxation or inaction by any Party [BANK or VENDOR/ SERVICE PROVIDER] at any time to require the performance of any provision of Contract shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of Contract.
- 2.3. No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of Contract shall be construed as a waiver of any right under or arising out of Contract or an acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Contract.
- 2.4. All remedies of either BANK or VENDOR/ SERVICE PROVIDER under the Contract whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative and not alternative may be enforced successively or concurrently.
- 2.5. If any provision of Contract or the application thereof to any person or Party [BANK/ VENDOR/ SERVICE PROVIDER] is or becomes invalid or unenforceable or prohibited by law to any extent, this Contract shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the Contract shall be valid and binding as though such provision had not been included. Further, the Parties [BANK and VENDOR/ SERVICE PROVIDER] shall endeavour to replace such invalid, unenforceable or illegal provision by one that is valid, enforceable, and legal and achieve substantially the same economic effect as the provision sought to be replaced.
- 2.6. If during the term of Contract, the performance in whole or in part by either Party [BANK/VENDOR/ SERVICE PROVIDER] of any obligations under the Contract is prevented or delayed by reason of war, destructive act of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemic, quarantine restrictions, strikes, lock-outs, or acts of god (hereinafter referred to individually as an "Event" the notice of happening of which shall be given by either Party to the other within seven days of the date of occurrence of such Event), neither Party [BANK nor VENDOR/ SERVICE PROVIDER] shall be entitled to terminate this Contract nor have any claim for damages against the other by reason only of such non-performance or delay in performance.
- 2.7. None of the provisions of Contract shall be deemed to constitute a partnership between the Parties [BANK and VENDOR/ SERVICE PROVIDER] and neither Party [BANK nor VENDOR/ SERVICE PROVIDER] shall have any right or authority to bind

the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.

- 2.8. Contract shall not be intended and shall not be construed to confer on any person other than the Parties [BANK and VENDOR/ SERVICE PROVIDER] hereto, any rights or remedies herein.
- 2.9. Contract shall be executed in English language in 1 (one) original, the BANK receiving the duly signed original and VENDOR/ SERVICE PROVIDER receiving the duly attested photocopy. Non-disclosure Contract (NDA) will have to be executed with the BANK as per the format prescribed by the Bank.
- 2.10. RFP ..... dated ..... along with clarifications & amendments issued shall form integral part and parcel of this CONTRACT.

**3. SECURITY DEPOSIT / PERFORMANCE OF BANK GUARANTEE:**

- 3.1. The successful bidder should submit a Security Deposit / Performance Guarantee as specified in Bid Schedule within 15 days from the date of acceptance of the Purchase Order.
- 3.2. Security Deposit should be submitted by way of DD drawn on Canara Bank payable at Bengaluru / Bank Guarantee may be obtained from any of the Scheduled Banks (other than Canara Bank).
- 3.3. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Canara Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). However, it should be as per **Annexure-14**. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be summarily rejected.
- 3.4. Security Deposit/Performance Bank Guarantee should be valid for Total Contract Period from the date of acceptance of order and shall be retained till the completion of Contract period. The guarantee should also contain a claim period of Three months from the last date of validity.
- 3.5. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and contract period.
- 3.6. The security deposit / bank guarantee will be returned to the bidder on completion of Contract Period.
- 3.7. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.

**4. VALIDITY OF THE CONTRACT:**

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



**5. PAYMENT TERMS:**

As specified in the RFP.

**6. ASSIGNMENT:**

- 6.1. VENDOR/ SERVICE PROVIDER shall not assign to any one, in whole or in part, its obligations to perform under the Contract, except with the BANK's prior written consent.
- 6.2. If the BANK undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the VENDOR/ SERVICE PROVIDER under this Contract.

**7. SUB-CONTRACTING:**

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

**8. ORDER CANCELLATION/TERMINATION OF CONTRACT:**

- 8.1. The Bank reserves its right to cancel the entire / unexecuted part of CONTRACT at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:
  - 8.1.1. Delay in delivery beyond the specified period for delivery.
  - 8.1.2. Serious discrepancies noted in the items delivered.
  - 8.1.3. Breaches in the terms and conditions of the Order.
- 8.2. The Bank reserves the right to cancel the contract placed on the Vendor/Service Provider and recover expenditure incurred by the Bank on the following circumstances:
  - 8.2.1. Non submission of acceptance of order within 7 days of order.
  - 8.2.2. Excessive delay in execution of order placed by the Bank.
  - 8.2.3. The Vendor/Service Provider commits a breach of any of the terms and conditions of the bid.
  - 8.2.4. The Vendor/Service Provider goes in to liquidation voluntarily or otherwise.
  - 8.2.5. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
  - 8.2.6. The progress made by the Vendor/Service Provider is found to be unsatisfactory.
  - 8.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- 8.3. Bank shall serve the notice of termination to the Vendor/Service Provider at least 30 days prior, of its intention to terminate services.
- 8.4. In case the Vendor/Service Provider fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar

materials from alternate sources at the risk, cost and responsibility of the Vendor/Service Provider by giving 7 days' prior notice to the Vendor/Service Provider.

- 8.5. After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the Vendor/Service Provider is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- 8.6. The Bank reserves the right to recover any dues payable by the Vendor/Service Provider from any amount outstanding to the credit of the Vendor/Service Provider, including the pending bills and security deposit, if any, under this contract.
- 8.7. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Vendor/Service Provider towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

**9. AMENDMENTS TO CONTRACT:**

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

**10. INTELLECTUAL PROPERTY RIGHTS:**

- 10.1. VENDOR/ SERVICE PROVIDER warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER shall ensure that the Solution supplied to the BANK shall not infringe the third party intellectual property rights, if any. VENDOR/ SERVICE PROVIDER shall ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as VENDOR/ SERVICE PROVIDER.
- 10.2. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, VENDOR/ SERVICE PROVIDER shall at its choice and expense:
  - [a] Procure for BANK the right to continue to use such deliverables;
  - [b] Replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or
  - [c] If the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse BANK for any amounts paid to VENDOR/ SERVICE PROVIDER for such deliverables, along

with the replacement costs incurred by BANK for procuring equivalent equipment in addition to the penalties levied by BANK. However, BANK shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, VENDOR/ SERVICE PROVIDER shall be responsible for payment of penalties in case service levels are not met because of inability of the BANK to use the proposed solution.

10.3. The indemnification obligation stated in this clause shall apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party to make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.

10.4. VENDOR/ SERVICE PROVIDER acknowledges that business logics, work flows, delegation and decision making processes of BANK are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Software/Service.

## **11. INDEMNITY:**

11.1. VENDOR/ SERVICE PROVIDER shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:

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

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

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

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

11.2.2. The limits specified in above clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.

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

PROVIDER shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.

## **12. CONFIDENTIALITY AND NON-DISCLOSURE:**

- 12.1. VENDOR/ SERVICE PROVIDER shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. VENDOR/ SERVICE PROVIDER shall suitably defend, indemnify BANK for any loss/damage suffered by BANK on account of and to the extent of any disclosure of the confidential information. VENDOR/ SERVICE PROVIDER shall furnish an undertaking in the prescribed format.
- 12.2. No Media release/public announcement or any other reference to the Contract/ RFP or any program there under shall be made without the written consent of the BANK, by photographic, electronic or other means.
- 12.3. Provided that the Confidentiality Clause may not be applied to the data or information which;
- a) Was available in the public domain at the time of such disclosure through no wrongful act on the part of VENDOR/ SERVICE PROVIDER.
  - b) Is received by VENDOR/ SERVICE PROVIDER without the breach of this Agreement.
  - c) Is required by law or regulatory compliance to disclose to any third person.
  - d) Is explicitly approved for release by written authorization of the Bank."

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

## **13. FORCE MAJEURE:**

- 13.1. VENDOR/ SERVICE PROVIDER shall not be liable for default or non-performance of the obligations under the Contract, if such default or non-performance of the obligations under this Contract is caused by any reason or circumstances or occurrences beyond the control of VENDOR/ SERVICE PROVIDER, i.e. Force Majeure.
- 13.2. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the VENDOR/ SERVICE PROVIDER, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, Government policies or events not foreseeable but does not include any fault or negligence or carelessness on the part of the VENDOR/ SERVICE PROVIDER, resulting in such a situation.
- 13.3. In the event of any such intervening Force Majeure, VENDOR/ SERVICE PROVIDER shall notify the BANK in writing of such circumstances and the cause thereof immediately within seven days. Unless otherwise directed by the BANK, VENDOR/ SERVICE PROVIDER shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

- 13.4. In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the BANK and VENDOR/ SERVICE PROVIDER shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the BANK shall be final and binding on the VENDOR/ SERVICE PROVIDER.

**14. SOCIAL MEDIA POLICY:**

- 14.1. No person of the bank or the contractors and third parties shall violate the social media policy of the bank.
- 14.2. The following acts on the part of personnel of the bank or the contractors and third parties shall be construed as violation of social media policy:
- 14.2.1. Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.
- 14.2.2. Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of social media related systems and procedures.
- 14.2.3. Any unauthorized use or disclosure of Bank's confidential information or data.
- 14.2.4. Any usage of information or data for purposes other than for Bank's normal business purposes and / or for any other illegal activities which may amount to violation of any law, regulation or reporting requirements of any law enforcement agency or government body.

**15. RIGHT TO AUDIT:**

- 15.1. The VENDOR has to get itself annually audited by internal/ external empaneled Auditors appointed by the PURCHASER/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the PURCHASER/such auditors in the areas of products (IT hardware/software) and services etc., provided to the PURCHASER and the VENDOR is required to submit such certification by such Auditors to the PURCHASER. The VENDOR and or his/their outsourced agents/subcontractors (if allowed by the PURCHASER) shall facilitate the same. The PURCHASER can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the VENDOR. The VENDOR shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the PURCHASER.
- 15.2. Where any deficiency has been observed during audit of the VENDOR on the risk parameters finalized by the PURCHASER or in the certification submitted by the Auditors, the VENDOR shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the VENDOR shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- 15.3. The VENDOR shall, whenever required by the PURCHASER, furnish all relevant information, records/data to such auditors and/or inspecting officials of the

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

**16. DISPUTE RESOLUTION MECHANISM:**

All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract or in discharge of any obligation arising under this Contract (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes. In the event of Parties failing to consent upon a single Arbitrator than BOTH PARTIES shall approach Court of Law for the appointment of sole Arbitrator as provided under the Arbitration and Conciliation Act, 1996. Place of Arbitration shall be Bengaluru, India which will be governed by Indian Arbitration and Conciliation Act, 1996. Proceedings of Arbitration shall be conducted in English language only.

**17. GOVERNING LAWS AND JURISDICTION OF THE COURT:**

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

**18. NOTICES:**

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

**If to BANK:**

Registered Office Address: .....,  
Canara Bank Head Office (Annex),  
DIT Wing, Procurement Group,  
#14, M G Road, Naveen Complex,  
Bengaluru -560001  
Designated Contact Person: ..... (Designation)  
Phone: .....  
Email: .....

**If to VENDOR/ SERVICE PROVIDER:**

Registered Office Address:

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

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

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

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

In the presence of:

In the presence of:

Signature: 1:  
Name:  
Designation:

Signature: 1:  
Name:  
Designation:

Signature: 2:  
Name:  
Designation

Signature: 2:  
Name:  
Designation



Annexure-12

Bank Guarantee Format for Earnest Money Deposit

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

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

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

THE CONDITIONS of this obligation are:

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

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

Notwithstanding anything contained herein

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

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2022.

(SIGNATURE & SEAL OF THE BANK)

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

Name of the Bank: Canara Bank

Name of the Branch : DIT Wing

IFSC Code: CNRB0000007

Annexure-13

Proforma of Bank Guarantee for Contract Performance

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

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

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

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

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

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

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

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

Notwithstanding anything to the contrary we agree that your decision as to whether the CONTRACTOR has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask

you to establish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

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

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

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

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

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

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

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

The Performance Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees

heretofore given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

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

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

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

Notwithstanding anything contained herein

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

For and on behalf of

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

**Name of the Bank: Canara Bank**

**Name of the Branch: DIT Wing**

**IFSC Code: CNRB0000007**

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

@@@@@@@@@ End of ATC @@@@@@@@@@