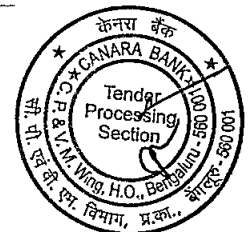
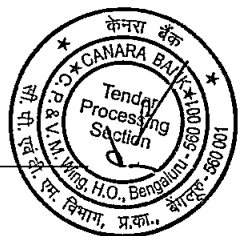


DUE DILIGENCE REPORT		
Sl No.	Action Points	Remarks
1.	Business background, brand, reputation, status in the industry, previous work history	
2.	Corporate history	
3.	If not a group company, shall not be owned or controlled by any director, or key managerial personnel or approve of the outsourcing arrangement of the bank or their relatives.	
4.	Qualitative, Quantitative, Capability, Operational, Legal and reputational factors, independent reviews and market feedback, concentration risk	
5.	Quality of the service provided to other clients based on inputs from the service providers previous / existing customers and or independent parties' compliance, complaints, pending litigation etc.,	
6.	Financial stability of the company	
7.	Competency & Similar kind of Experience of the company and its personnel in similar kind of job	
8.	Level of quality assurance and security management standards	
9.	Service providers staff hiring and screening process including background verification	
10.	Business continuity and contingency plan of the vendor	
11.	Security and internal control, audit, reporting and monitoring	
12.	Strength of Parent company support, if any	
13.	Third parties shall provide list along with details of its employees working with Canara Bank	
14.	Is the potential vendor financially solvent? conduct a financial review to know major assets, principal owners, loans etc.,	
15.	Aggregate exposure to the proposed service provider	
16.	Resume of the employees working on the contract or service or engagement	
17.	In case of it related assignment, training records to be reviewed	
18.	Security of IT systems	



19.	Privacy protection of banks confidential information	
20.	Maintenance and retention of records	
21.	Vendor must have a comprehensive written information security program, based on best practices, standards which is designed to protect confidentiality, integrity and availability of assets	



Annexure-8
Amended Scope of Work

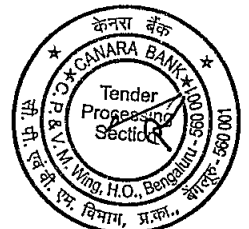
(Should be submitted on Company's letter head with company seal and signature of the authorized person)

SUB: Selection of service Provider for End To End Implementation of Customer Communication Management Solution For Sending 'Smart Cx 360' and other Summarized/ Comprehensive/ Interactive/ Static Banking statements in Canara Bank for a period of 5 years

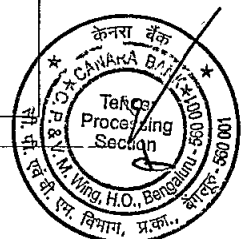
Ref: GEM/2024/B/5604217 dated 13/11/2024

Design, develop, deploy and maintain Customer Communication Management Solution for sending Smart CX-360 statement & other statements for Canara Bank, its associates and subsidiaries. Bidder should comply with each requirement and non-compliance to any of the requirement below as in scope of work requirements leads to disqualification The broad activities to be undertaken (but not limited to) by the selected bidder under this scope includes/ is mentioned below:

Sl. No.	Broad Scope of Work	Compliance (Yes/No)
1.	The bidder should supply the Bank with a Customer Communication Management Solution (CCMS) which consists of a Designing module, Content Repository module and Database.	
2.	Designing module which helps to design the statement format having feature of pick and drop and low-code/ no-code. The module should have capability of designing various communication templates in multiple output formats. There should be a facility for allowing configuration of personalization & contextualization rules e.g., Language, cross-selling, etc.	
3.	Content repository module which will be a single repository for all communication assets with a facility of maintaining version control/version management (including historical templates). The module should have the feature of File permission/ access/ security etc. The content repository should be well integrated with the other channels such as Mobile Banking, Internet Banking etc. and should be able to generate the statement in the format applicable based on the statement date when generated on demand.	
4.	The solution should have capability to ingest data from multiple sources & formats such as text files, CSVs, XMLs, JSONs, databases etc.	
5.	The bidder should develop a minimum of 5 statements as required by the Bank during the initial phase of implementation - such as Smart CX 360 statement, CASA statement, Loan statement etc.	
6.	The bidder should supply the Bank with Enterprise-Wide Perpetual License without restriction on numbers.	
7.	Statements should be Comprehensive and Personalized of Accounts for multiple relationships.	
8.	The communication should be generated in multiple formats such as print files, PDF (with/ without password protection), HTML (mail body), Personalized vidoes, images etc.	
9.	Statements should include <u>personalized marketing</u> .	
10.	Advertising and promotional content in the output file shall be <u>customized based on customer attributes</u> .	
11.	The solution should have built-in feateues for masking PII and other sensitive data.	

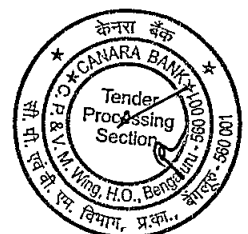


12.	The data shall be presented pictorially/ graphically at appropriate places and robust template design with graphs, charts, clickable links etc. to be used.	
13.	The statement should be Password Protected with capability of generating dynamic passwords to accommodate enhanced security measures.	
14.	The solution should generate the statements on-demand basis.	
15.	Delivery over multiple channels viz. SMS, WhatsApp, e mail etc.	
16.	Statements to include Personalized Statement of Accounts, Auto generation of personalized video messages, Relationship Statement, TDS Certificate, Security Awareness and Promotions.	
17.	<p>The main features of Smart CX 360 should include (the below features are non-exhaustive and new features may be added in future):</p> <ul style="list-style-type: none"> • Personal details • Branch contacts • Ongoing offers • Distribution of Assets and Liabilities • Spend Analytics • Personalized Product Recommendations • Summary of accounts • Accounts to include will be Savings accounts, Credit Cards, Loan accounts • Digital profile • Enrollment in Government schemes • Other enrollments • Transaction details of all accounts for a customer for the time period • Credit card statement • Reward Points Summary • Investment details which include PPF/SSY/SCSS and other ECS details. • Option for feedback and suggestions 	
18.	<p>The following list of items which are only indicative and not exhaustive, may be further either added as a feature enhancement in the Smart Pass sheet or as a separate communication mode using the same license and setup:</p> <ul style="list-style-type: none"> • Auto generation of personalized video messages • Letter for KYC Confirmation • Letter of Thanks • Amortization Schedule • Communication for Breaking a Locker due to of inoperative /unpaid Interest • Birthday Wishes • Locker Charge Payment • NPA follow up • Address Changes • Nomination Changes • DeMat Statement • Interest Certificate • Letter for inoperative Accounts/ Dormant Accounts • Transaction Alerts • Unusual transaction Alerts 	

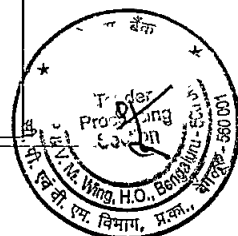




	<ul style="list-style-type: none"> Advertisements 	
19.	<p>Other features expected from the solution are:</p> <ul style="list-style-type: none"> Single application for all Print, Email and SMS communications Multilingual e-Communication Personalized marketing within statements Robust template design with graphs, charts, clickable links and so on Automated operations Version Management Regeneration and Resend process Decentralized Printing Tracking E and Print Delivery (Delivery vendor dependent) Password protected documents, Bar/ QR -coding Digitally signed certificates Sorting and Segregation based on priority, location and other factors Generation of statements for historical dates Dynamic image positioning for white space management 	
20.	The solution should have option to configure approval workflow for following maker and checker process.	
21.	There should be dashboard for centralized control & monitoring of communications, communication reports and audit trail.	
22.	The solution should maintain a detailed process log for all processes.	
23.	The solution should have robust exception handling mechanisms.	
24.	The solution should support repeating headers and footers on tables.	
25.	The solution should support vertical text presentation and text wrapping.	
26.	The solution should support conditional coloring & highlighting.	
27.	The solution should support inclusion of external content such as PDF, TIFFs, JPGs, and PNGs.	
28.	The solution should support integration with Document Management System (DMS).	
29.	The solution should support generation of separate compressed format for archival.	
30.	The solution should support generation of interactive statements that are device agnostic.	
31.	The solution should provide portrait and landscape design orientation or any other custom layout as per Bank's requirement.	
32.	The system should be capable of parallel processing / multi-threading to simultaneously process multiple communications.	
33.	The solution should show process progress during communication blasts.	
34.	The solution should be capable of re-triggering communication for fixed number of times after failure and trigger alerts in case of failure.	
35.	The system should automatically recognize when new data is available in the designated location for processing.	
36.	The dashboard/ reporting system should provide comprehensive overview of the status of the communication - i.e. generated, sent, delivered, read etc.	
37.	The solution should provide comprehensive reports and analytics on the effectiveness of the communication sent to the customers.	



38.	The report should provide details of all communication sent to any specific customer with customer search facility.	
39.	There should be provision to customize the communication to customers based on personal preferences of the customers that are derived from the solution - i.e. Best time to contact, Best channel to contact etc.	
40.	The solution should be integrated with Bank's Active Directory, as required by the Bank.	
41.	The software should be able to generate the static document in batch mode as well as interactive document with dynamic content included.	
42.	The proposed solution should integrate with email gateway (SMTP service & Server level Email Authentication) and SMS Gateway etc., of the Bank through DB/API's interfaces.	
43.	The solution should be capable of configuring expiry of short URLs based on the type of communication.	
44.	The solution should be capable of creating visual representations of data such as pie charts, graphs, google maps etc.	
45.	The solution should generate detailed MIS reports on the communications sent.	
46.	The solution should have capability to verify existence of email addresses before sending the statement through email.	
47.	The solution should have capability to send SMS to customer immediately after sending statement, notifying the customer about the same as per consent.	
48.	Data should be encrypted in rest and transit with highest encryption standards.	
49.	The latest encryption protocol TLS 1.2/1.3 - SHA256 and above should be incorporated for information sharing with the solution and Bank interfaces, external parties and older versions of TLS should be disabled.	
50.	In case of encryption keys exchanged/ pre-set in the application, keys should be exchanged over a secure channel and stored keys must be properly secured and accessible to the appropriate application/ services on need-to-know basis.	
51.	The selected bidder should provide training to the teams involved so as to get well versed with the application.	
52.	The document should be capable to generate a statement with processing capacity of 30,000 pages per minute and the solution provider should provide the software configuration to achieve the mentioned processing capacity.	
53.	The solution should have comprehensive consent mechanism for obtaining customer consent from customers for sending the statements through multiple channels such as email ids, WhatsApp, SMS etc.	
54.	The hardware should be tailored to handle the anticipated user base and data processing demands. The infrastructure should support both current and future needs without compromising performance and reliability.	
55.	The bidder has to provide in detail the specifications for hardware, software and other dependencies along with expected respective cost, while submitting the proposal. The procurement of such hardware, software & other dependencies, shall be included as part of the RFP. The implementation and configuration of the solution with hardware will be responsibility of solution provider. Any	





	database requirements like MongoDB Enterprise Edition, MS SQL Server, etc. also have to be provide by the bidder along with cost estimates.	
56.	The vendor shall be providing the resources on site during the initial software configuration. The required number of efficient resources shall also be provided on-site to design new/ modify existing templates as per the bank requirements.	
57.	The solution should have the capability to run on cloud environment, and the bidder should migrate the solution to cloud environment if the Bank opts to do so in the future.	
58.	The solution should offer version maintenance & control features.	
59.	The solution should generate, preserve and make available appropriate logs for debugging, audit trail etc.	
60.	The solution should be run completely on-premises and should not require connectivity to internet for processes such as verification of licenses etc. during blasting of communications to customers. This excludes patching and updates to the solution.	
61.	The solution should be complaint with the DPDP Act when applicable.	
62.	<u>The solution should have the capability of generating and sending Smart CX 360 / other statements, by including data from Bank's associates and subsidiaries.</u>	

Notes:

- Bidder should comply with each requirement and non-compliance to any of the requirement as per Scope of work and Technical and Functional requirements (Annexure-8 & Annexure-9) leads to disqualification.
- Any specification declared Compliant; however, it is found non-compliant during technical evaluations based on the artefacts presented or POC (if called for) will lead to disqualification.
- Bidder has to showcase above specifications/ features and provide equivalent document.

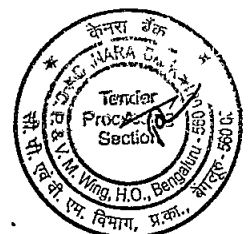
Declaration:

- We hereby confirm that we have various certificates/bench mark testing standards for the items quoted to meet the intent of the Bid.
- 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 bid terms.
- We hereby confirm that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us our tender is liable to be rejected.

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

Date:
Place:
Designation:

Signature with seal
Name:



Annexure- 9

Amended Functional and Technical Requirements

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

SUB: Selection of service Provider for End to End Implementation of Customer Communication Management Solution For Sending 'Smart Cx 360' and other Summarized/ Comprehensive/ Interactive/ Static Banking statements in Canara Bank for a period of 5 years

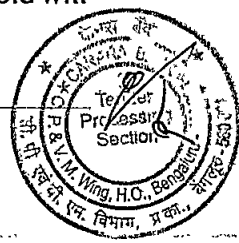
Ref: GEM/2024/B/5604217 dated 13/11/2024.

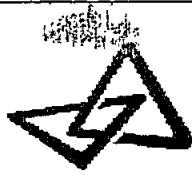
Note:	
(a)	The specifications of proposed customer communication management solution are detailed below. These specifications are only indicative but not exhaustive.
(b)	If the bidder feels that certain features offered are superior to what has been specified by the Bank, it shall be highlighted separately. Information regarding any modification required in the proposed solution to meet the intent of the specifications and state-of-the-art technology shall be provided. However, the Bank reserves the right to adopt the modifications/ superior features suggested/ offered.
(c)	The bidder shall provide all other required equipment's and/or services, whether or not explicitly mentioned in this GeM bid, to ensure the intent of specification, completeness, operability, maintainability and upgradability.
(d)	The bidder shall own the responsibility to demonstrate that the solution offered are as per the specification/ performance stipulated in this GeM bid and as committed by the bidder either at site or in bidder's work site without any extra cost to the Bank.
(e)	Technical Criteria Compliance for Supply, Implement & Maintain Centralized Communication Management (CCM) Solution is as per following table (Highlighted yellow parameters are mandatory). The vendor must score a minimum of 80% marks as part of this <u>Functional Scoring sheet</u> for further technical evaluation.

The bidder should provide their response to the Technical and Functional Requirements by giving the compliance level as explained below. Explanations/suggestions of the bidder against each requirement should be given in the Remarks column. If more explanation of a point is needed, documents can be attached to Remarks Column of the respective requirement.

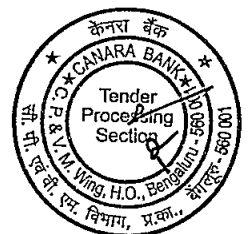
Compliance	Description	Marks
A	Already Available FULLY in the product.	Allotted marks
B	Not Available but can be provided. Should be included in the version of the product being supplied before implementation. (Free of charge)	2.5
C	Not Feasible in the product due to architecture or structural limitations.	0

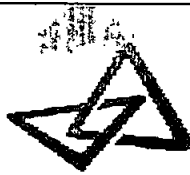
Non-compliance to any of the following Mandatory/ Essential Technical and Functional requirements will lead to Disqualification and the bidder's Compliances/Scores under Non-Mandatory/ Preferred Technical and Functional requirements as well as the Commercial bid will not be considered.



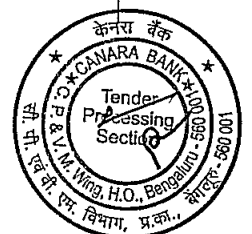


Sl No	Technical and Functional Requirements	Compliance A,B,C	Marks
Design, develop, deploy and maintain Customer Communication Management Solution for sending Smart CX-360 statement & other statements. The broad activities to be undertaken (but not limited to) by the selected bidder under this scope includes/ is mentioned below:			
1	<ul style="list-style-type: none"> The bidder should supply the Bank with a Customer Communication Management Solution (CCMS) which consists of a Designing module, Content Repository module and Database. Designing module which helps to design the statement format having feature of pick and drop and low-code/ no-code. The module should have capability of designing various communication templates in multiple output formats. There should be a facility for allowing configuration of personalization & contextualization rules e.g., Language, cross-selling, etc. Content repository module which will be a single repository for all communication assets with a facility of maintaining version control/version management (including historical templates). The module should have the feature of File permission / access / security etc. The content repository should be well integrated with the other channels such as Mobile Banking, Internet Banking etc. and should be able to generate the statement in the format applicable based on the statement date when generated on demand. Database: The proposed solution should have error handling mechanism in Data Import Process during data import/scheduling process and to handle run time exception during Data Import. The proposed solution should have database tuning for enhancing Application performance and Data masking. The selected bidder should comply with data retention and destruction schedules/Policy provided by Bank. 		5
2	<ul style="list-style-type: none"> The solution should have capability to ingest data from multiple sources & formats such as text files, CSVs, XMLs, JSONs, databases etc. The communication should be generated in multiple formats such as print files, PDF (with / without password protection), HTML (mail body), Personalized videos, images etc. Delivery over multiple channels viz. SMS, WhatsApp, e mail etc. The bidder should develop a minimum of 5 statements as required by the Bank during the initial phase of implementation - such as Smart CX 360 statement, CASA statement, Loan statement etc. 		5

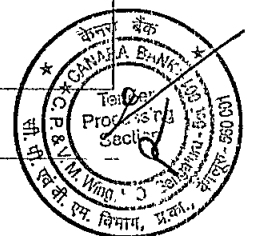




	<ul style="list-style-type: none"> • Auto generation of personalized video messages • Letter for KYC Confirmation • Letter of Thanks • Amortization Schedule • Communication for Breaking a Locker due to of inoperative/ unpaid Interest • Birthday Wishes • Locker Charge Payment • NPA follow up • Address Changes • Nomination Changes • DeMat Statement • Interest Certificate • Letter for inoperative Accounts/ Dormant Accounts • Transaction Alerts • Unusual transaction Alerts • Advertisements 		
5	<ul style="list-style-type: none"> • Other features expected from the solution are: • Single application for all Print, Email and SMS communications • Multilingual e-Communication • Personalized marketing within statements • Robust template design with graphs, charts, clickable links and so on • Automated operations • Version Management • Regeneration and Resend process • Decentralized Printing • Tracking E and Print Delivery (Delivery vendor dependent) • Password protected documents • Bar/ QR -coding • Digitally signed certificates • Sorting and Segregation based on priority, location and other factors • Generation of statements for historical dates • Dynamic image positioning for white space management 		5
6	<ul style="list-style-type: none"> • The solution should have option to configure approval workflow for following maker and checker process. • There should be dashboard for centralized control & monitoring of communications, communication reports and audit trail. <p>The solution should :</p> <ul style="list-style-type: none"> • maintain a detailed process log for all processes. • have robust exception handling mechanisms. • support repeating headers and footers on tables. 		5



	<ul style="list-style-type: none"> • have vertical text presentation and text wrapping. • support conditional coloring & highlighting. • support inclusion of external content such as PDF, TIFFs, JPGs, and PNGs. 		
7	<p>The solution should</p> <ul style="list-style-type: none"> • support integration with Document Management System (DMS). • support generation of separate compressed format for archival. • support generation of interactive statements that are device agnostic. • provide portrait and landscape design orientation or any other custom layout as per Bank's requirement. • be capable of parallel processing / multi-threading to simultaneously process multiple communications. • show process progress during communication blasts. • be capable of re-triggering communication for fixed number of times after failure and trigger alerts in case of failure. • The system should automatically recognize when new data is available in the designated location for processing. • The dashboard/ reporting system should provide comprehensive overview of the status of the communication i.e. generated, sent, delivered, read etc. • The solution should provide comprehensive reports and analytics on the effectiveness of the communication sent to the customers. 		5
8	<ul style="list-style-type: none"> • The report should provide details of all communication sent to any specific customer with customer search facility. • There should be provision to customize the communication to customers based on personal preferences of the customers that are derived from the solution - i.e. Best time to contact, Best channel to contact etc. • The solution should be integrated with Bank's Active Directory, as required by the Bank. • The software should be able to generate the static document in batch mode as well as interactive document with dynamic content included. 		5
9	<ul style="list-style-type: none"> • The proposed solution should integrate with email gateway (SMTP service & Server level Email Authentication) and SMS Gateway etc., of the Bank through DB/API's interfaces. • The solution should be capable of configuring expiry of short URLs based on the type of communication. • The solution should be capable of creating visual representations of data such as pie charts, graphs, google maps etc. 		5





	<ul style="list-style-type: none"> The solution should generate detailed MIS reports on the communications sent. The solution should have capability to verify existence of email addresses before sending the statement through email. The solution should have capability to send SMS to customer immediately after sending statement, notifying the customer about the same as per consent. 	
10	<ul style="list-style-type: none"> Data should be encrypted in rest and transit with highest encryption standards. The latest encryption protocol TLS 1.2/1.3 - SHA256 and above should be incorporated for information sharing with the solution and Bank interfaces, external parties and older versions of TLS should be disabled. In case of encryption keys exchanged / pre-set in the application, keys should be exchanged over a secure channel and stored keys must be properly secured and accessible to the appropriate application / services on need-to-know basis. 	5
11	<ul style="list-style-type: none"> The selected bidder should provide training to the teams involved so as to get well versed with the application. The document should be capable to generate a statement with processing capacity of 30,000 pages per minute and the solution provider should provide the software configuration to achieve the mentioned processing capacity. The solution should have comprehensive consent mechanism for obtaining customer consent from customers for sending the statements through multiple channels such as email ids, WhatsApp, SMS etc. The hardware should be tailored to handle the anticipated user base and data processing demands. The infrastructure should support both current and future needs without compromising performance and reliability. 	5
12	<ul style="list-style-type: none"> The bidder has to provide in detail the specifications for hardware, software and other dependencies along with expected respective cost, while submitting the proposal. The procurement of such hardware, software & other dependencies, shall be included as part of the RFP. The implementation and configuration of the solution with hardware will be responsibility of solution provider. Any database requirements like MongoDB Enterprise Edition, MS SQL Server, etc. also have to be provide by the bidder along with cost estimates. The vendor shall be providing the resources on site during the initial software configuration. The required number of efficient resources shall also be provided on-site to design new/ modify existing templates as per the bank requirements. 	5



<ul style="list-style-type: none"> • The solution should have the capability to run on cloud environment, and the bidder should migrate the solution to cloud environment if the Bank opts to do so in the future. • The solution should offer version maintenance & control features. • The solution should generate, preserve and make available appropriate logs for debugging, audit trail etc. • The solution should be run completely on-premises and should not require connectivity to internet for processes such as verification of licenses etc. during blasting of communications to customers. This excludes patching and updates to the solution. • The solution should be compliant with the DPDP Act when applicable. • <u>The solution should have the capability of generating and sending Smart CX 360 / other statements, by including data from Bank's associates and subsidiaries.</u> 		
<p>Maximum marks allotted - 60</p>		

Notes:

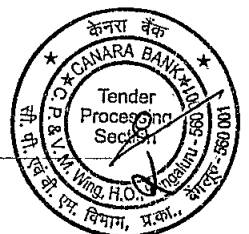
- I. The bidder should score minimum 80% marks from the above Technical & Functional requirements against total marks to qualify under the Technical Proposal evaluation.
- II. Any specification declared Compliant, however, it is found non-compliant during Technical evaluations based on the demonstration or POC (if called for) will lead to disqualification.
- III. Bidder should showcase above specifications/ features and provide equivalent document.
- IV. Bidder to note that all features marked as "A" (Already Available FULLY in the product), and agreed by the bidder, must be available for demonstration during "Presentation and Product Demonstration". During evaluation, if any of the criteria mentioned as compliant is not found in the solution, marking will be modified in the respective category as evaluated by the Bank & Bank's decision shall be binding on the bidders.

Declaration:

1. We hereby confirm that we have various certificates/bench mark testing standards for the items quoted to meet the intent of the Bid.
2. We hereby confirm that we have back-to-back arrangements with third party software/ cloud for providing continuous and un-interrupted support to meet SLAs obligations as per bid terms.
3. We hereby confirm that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us our tender is liable to be rejected.

Date:
Place:
Designation:

Signature with seal
Name:





Annexure-14

Amended Undertaking Letter

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

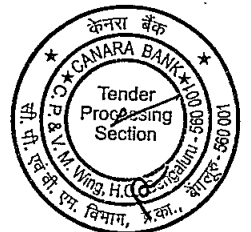
SUB: Selection of service Provider for End To End Implementation of Customer Communication Management Solution For Sending 'Smart Cx 360' and other Summarized/ Comprehensive/ Interactive/ Static Banking statements in Canara Bank for a period of 5 years

Ref: GEM/2024/B/5604217 dated 13/11/2024.

- a. We also confirm that we have quoted the services with GST only.
- b. We also confirm that in case of invocation of any Bank Guarantees submitted to the Bank, we will pay applicable GST on Bank Guarantee amount.
- c. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.
- d. We hereby confirm to undertake the ownership of the subject RFP even in case third party is also involved in project execution either fully or partially.
- e. We also confirm that we have not changed the format of BOM.
- f. We hereby confirm that, if become successful Bidder we will submit Due-Diligence Report from any RBI Accredited / SEBI registered Credit Rating agencies in India as per annexure-19 of this RFP.

Date:
Place:

Signature with seal
Name:
Designation:



Amended DATA PROCESSING AGREEMENT

This agreement is executed at Bengaluru on day of 202.....

BY AND BETWEEN

Canara Bank, a body corporate constituted under the Banking companies (Acquisition and Transfer of Undertakings) Act, 1970, carrying on banking business having its Head Office at 112 J.C road, Bengaluru 560002, Karnataka State, represented by (Designation) Information Technology Wing, Canara Bank, Head Office, Bengaluru (hereinafter referred to as "Canara Bank", which expression shall unless repugnant to the context means and it include its predecessors and successors in interest and permitted assigns) of the FIRST PART;

AND

M/s....., a Company/Firm constituted and registered under the provisions ofhaving its Registered Office at.....represented by the Authorized Signatory, Mr..... (Designation) (hereinafter referred to as "the Processor" 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:

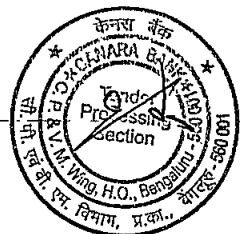
Canara Bank and the Processor are hereinafter collectively referred to as "Parties" and individually as "Party".

WHEREAS:

- (A) The Parties have entered into the Contract Agreement dated wherein the Processor is providing certain services to Canara Bank as more particularly defined under the Contract Agreement.
- (B) This Data Processing Agreement is an annexure to and forms an integral part of the Contract Agreement.
- (C) Canara Bank acts as a Data Controller.
- (D) Canara Bank wishes to contract certain services (Provided in Schedule 1), Which imply the processing of personal data (provided in Schedule 2), to the Data Processor.

The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) and any other data protection and privacy laws applicable to the Services.

- (E) The Parties wish to lay down their rights and obligations (Processor Obligations in Clause 3).



updated and notified to the Processor by Canara Bank from time to time. The Processor will not decrease the overall level of security safeguards and standards during the term of this Agreement without Canara Bank's prior consent.

3.3. Sub-Processing:

- 3.3.1. The Processor shall not appoint (or disclose any Personal Data to) any Sub-Processors without prior written authorisation from Canara Bank. The Processor shall provide Canara Bank with (no less than xx days) prior written (including email) notice before engaging a new Sub processor thereby giving Canara Bank an opportunity to object to such changes. If Canara Bank wishes to object to such new Sub processor, then Canara Bank may terminate the relevant Services without penalty by providing written notice of termination which includes an explanation of the reasons for such obligation.
- 3.3.2. The processor shall include in an contract with its Sub processor who will process Personal Data on Canara Bank's behalf, obligations on such Sub processors which are no less onerous than those obligations imposed upon the Processor in this Agreement relating to Personal Data. The Processor shall be liable for the acts and omissions of its Sub processors to the same extent to which the processor would be liable if performing the services of each Sub processor directly under the terms of the Agreement.

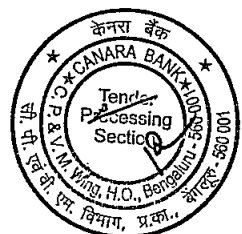
3.4. Data subject Rights:

Data subjects (Canara Bank NRI customers) whose personal data is processed pursuant to this Agreement have the right to request access to and the correction, deletion or blocking of such personal data under Data Protection Legislation. Such requests shall be addressed to and be considered by Canara Bank responsible for ensuring such requests are handled in accordance with Data Protection Legislation.

- 3.4.1. Taking into account the nature of the Processing, Processor shall assist Canara Bank by implementing appropriate technical and organisational measures (Processor Obligations in Schedule 3), insofar as this is possible, for the fulfilment of Canara Bank's obligations, as reasonably understood by Canara Bank to respond to requests to exercise Data Subject rights under the Data Protection Laws.
- 3.4.2. In case Data Subject Requests are received by Processor, then the Processor shall:
 - 3.4.2.1. promptly notify Canara Bank if it receives a request from a Data Subject under any Data Protection Law in respect of Personal Data; and
 - 3.4.2.2. ensure that it does not respond to that request except on the documented instructions of Canara Bank or as required by Applicable Laws to which the Processor is subject, in which case Processor shall to the extent permitted by Applicable Laws
 - 3.4.2.3. inform Canara Bank of that legal requirement before the Processor responds to the request.

3.5. Personal Data Breach:

- 3.5.1. Processor shall notify Canara Bank without undue delay upon Processor becoming aware of a Personal Data Breach affecting Personal Data, providing Canara Bank with sufficient information to allow Canara Bank to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.



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Canara Bank

- 3.5.2. Processor shall co-operate with Canara Bank and take reasonable commercial steps as are directed by Canara Bank to assist in the investigation mitigation and remediation of each such Personal Data Breach.

3.6. Data Protection Impact Assessment and Prior Consultation:

Processor shall provide reasonable assistance to Canara Bank with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Canara Bank reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Personal Data by and taking into account information available to, the Processors.

3.7. Deletion or return of Personal Data:

- 3.7.1. Subject to this section 3.7 Processor shall, promptly and in any event within <xx>
3.7.2. business days of the date of cessation of any Services involving the Processing of Personal Data (the "Cessation Date"), delete all copies of those Personal Data.
3.7.3. Processor shall provide written certification to Canara Bank that it has section 3.7 within <xx> business days of the Cessation Date.

3.8. Audit Rights:

The Processor shall make available to Canara Bank, and any supervisory authority or their representatives the information necessary to demonstrate its compliance with this Agreement and allow for and contribute to audits and inspections by allowing Canara

Bank, its clients, a supervisory authority or their representatives to conduct an audit or inspection of that part of the Processor's business which is relevant to the Services { on at least an annual basis (or more frequently when mandated by a relevant supervisory authority or to comply with the Data Protection Legislation) and } on reasonable notice, in relation to the Processing of Personal Data by the Processor.

3.9. Data Transfer:

The Processor may not transfer or authorize the transfer of Data to countries outside the EU/India and /or the European Economic Area (EEA) without the prior written consent of Canara Bank. If personal data processed under this agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal Data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses/ EU-US Privacy Shield for the transfer of personal data.

3.10. Records:

The Processor shall maintain written records of its data processing activities pursuant to providing the Services to Canara Bank in accordance with Data Protection Legislation.

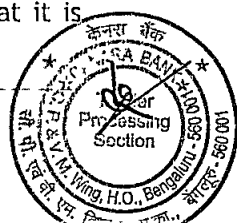
3.11. Notify:

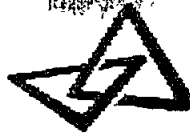
The Processor shall immediately and fully notify Canara Bank in writing of any communications the Processor (or any or its Sub processors) receives from third parties in connection with the processing of the Personal Data, including (without limitation) subject access requests or other requests, notices or other communications from individuals, or their representatives, or from the European Data Protection Board, the UK's Information Commissioner's Office (in the case of the United Kingdom) and/or any other supervisory authority or data protection authority or any other regulator (including a financial regulator) or court.

3.12. Agreement Termination:

Upon expiry or termination of this Agreement or the Services for any reason or Canara Bank's earlier request, the Processor shall: (i) return to Canara Bank and (ii) delete

from all computer systems and other data storage systems, all Personal Data, provided that the Processor shall not be required to return or delete all or part of the Personal Data that it is legally permitted to retain. The Processor shall confirm to Canara Bank that it has





Complied with its obligation to delete Personal Data under this clause.

4. CANARA BANK'S OBLIGATIONS:

Canara Bank shall:

- 4.1. in its use of the services, process the Personal Data in accordance with the requirements of the Data Protection Legislation.
- 4.2. use its reasonable endeavors to promptly notify the Processor if it becomes aware of any breaches or of other irregularities with the requirements of the Data Protection Legislation in respect of the Personal Data processed by the Processor.

5. General Terms:

5.1. Confidentiality:

Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement ("Confidential Information") confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:

(a) disclosure is required by law.

(b) the relevant information is already in the public domain.

5.2. Notices:

All notices and Communications given under this Agreement must be in writing and will be delivered personally, sent by post or sent by email to the address or email address set out in the heading of this Agreement at such other address as notified from time to time by the Parties changing address.

5.3. Governing Law and Jurisdiction:

5.3.1. This Agreement is governed by the laws of INDIA.

5.3.2. Any dispute arising in connection with this Agreement, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the courts of Bengaluru.

6. Amendments:

The terms and conditions of this Agreement may be modified by Parties by mutual agreement from time to time. No variation of or amendment to or waiver of any of the terms of this Agreement shall be effective and binding on the Parties unless evidenced in writing and signed by or on behalf of each of the Parties.

Once the Digital Personal Data Protection Act, 2023 is enforced, Parties shall be required to execute an addendum to this agreement that complies with the legal provisions envisaged under the Digital Personal Data Protection Act, 2023 and or rules made thereunder.

IN WITNESS WHEREOF, this Agreement is entered into and becomes a binding part of the Principle Agreement with effect from the date first set out below.

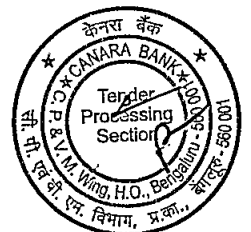
For Canara Bank

Signature _____

Name _____

Title _____

Date Signed _____



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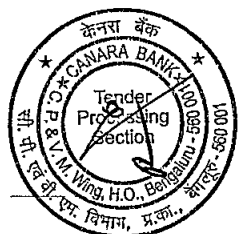
For Processor M/s

Signature _____

Name _____

Title _____

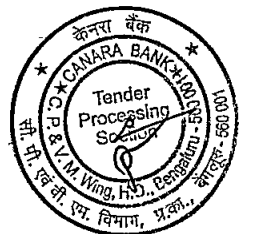
Date Signed _____



Schedule-1

1.1.Services

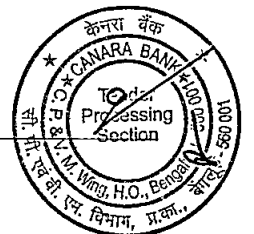
<<Insert a description of the Services provided by the Data Processor (under the Principle Service Agreement, where relevant)>>.



Schedule-2

Personal Data

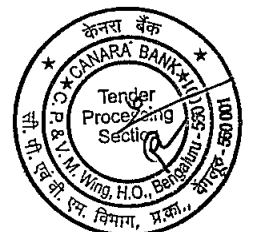
Category of Personal data	Category of Data subject	Nature of Processing carried out	Purpose of processing	Duration of Processing



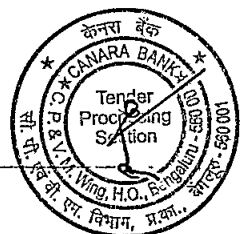
SCHEDULE 3

Technical and Organizational Data Protection Measures

1. The Processor shall ensure that, in respect of all Personal Data it receives from or processes on behalf of CANARA BANK, it maintains security measures to a standard appropriate to:
 - 1.1. the nature of the Personal Data; and
 - 1.2. Safeguard from the harm that might result from unlawful or unauthorized processing or accidental loss, damage, or destruction of the Personal Data.
2. In particular, the Processor shall:
 - 2.1. have in place, and comply with, a security policy which:
 - 2.1.1. defines security needs based on a risk assessment.
 - 2.1.2. allocates responsibility for implementing the policy to a specific individual (such as the Processor's Data Protection Officer) or personnel and is provided to CANARA BANK on or before the commencement of this Agreement.
 - 2.1.3. ensure that appropriate security safeguards and virus protection are in place to protect the hardware and software which is used in processing the Personal Data in accordance with best industry practice.
 - 2.1.4. prevent unauthorized access to the Personal Data.
 - 2.1.5. protect the Personal Data using pseudonymization and encryption.
 - 2.1.6. ensure the confidentiality, integrity and availability of the systems and services in regard to the processing of Personal Data.
 - 2.1.7. ensure the fast availability of and access to Personal Data in the event of a physical or technical incident.
 - 2.1.8. have in place a procedure for periodically reviewing and evaluating the effectiveness of the technical and organizational measures taken to ensure the safety of the processing of Personal Data.
 - 2.1.9. ensure that its storage of Personal Data conforms with best industry practice such that the media on which Personal Data is recorded (including paper records and records stored electronically) are stored in secure locations and access by personnel to Personal Data is strictly monitored and controlled.
 - 2.1.10. have secure methods in place for the transfer of Personal Data whether in physical form (for example, by using couriers rather than post) or electronic form (for example, by using encryption).
 - 2.1.11. password protect all computers and other devices on which Personal
 - 2.1.12. Data is stored, ensuring that all passwords are secure, and that passwords are not shared under any circumstances.
 - 2.1.13. not allow the storage of the Personal Data on any mobile devices such as laptops or tablets unless such devices are kept on its premises at all times.
 - 2.1.14. take reasonable steps to ensure the reliability of personnel who have access to the Personal Data.
 - 2.1.15. have in place methods for detecting and dealing with breaches of security (including loss, damage, or destruction of Personal Data) including:
 - 2.1.15.1. having a proper procedure in place for investigating and remedying breaches of the GDPR; and
 - 2.1.15.2. notifying CANARA BANK as soon as any such security breach occurs



- 2.1.16. have a secure procedure for backing up all Personal Data and storing back-ups separately from originals; and
- 2.1.17. adopt such organizational, operational, and technological processes and procedures as are required to comply with the requirements of ISO 27001:2013 and CANARA BANK's Information Security Policy and other related policies/guidelines as appropriate.



Appendix- GAMENDED DRAFT CONTRACT AGREEMENT

CONTRACT

AGREEMENT

FOR

THIS AGREEMENT (the Agreement) executed at Bengaluru on day of 202.....

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 CP & VM Wing, Mr., (Designation) , (hereinafter referred to as "PURCHASER/BANK") 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 (Full description of product/service/solutions) 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:

1. DEFINITION AND INTERPRETATION:

1.1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the terms and conditions of RFP/RFQ/EOI/ Amendments/ LOI/ Purchase Order referred to.

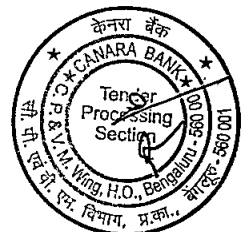
1.2 Reference to a "Business day" shall be construed as reference to a day (other than a Sunday, second or fourth Saturday) on which banks in the State are generally open for business;

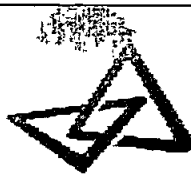
1.3 any reference to a month shall mean a reference to a calendar month as per the Gregorian calendar;

1.4 In this Agreement, unless the context otherwise requires:

1.4.1 words of any gender are deemed to include the other gender;

1.4.2 words using the singular or plural number also include the plural or singular number, respectively;





6. SECURITY DEPOSIT / PERFORMANCE BANK GUARANTEE:

The Vendor/Service Provider shall submit Security Deposit/Performance Bank Guarantee as specified in the RFP/RFQ/EOI Document/ Bid No/PO No dated

7. ASSIGNMENT:

7.1. 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.

7.2. 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.

8. SUB-CONTRACTING:

8.1. 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.

8.2. Notwithstanding the above or any written consent granted by the Bank for subcontracting the services, the Vendor/Service Provider alone shall be responsible for performance of the services under the contract.

9. SERVICE LEVELS:

During the term of the contract, the vendor shall maintain the Service Levels as detailed in RFP/GeM Bid/PO. In case the vendor fails to maintain the Service Levels, Liquidated damages as detailed in RFP/GeM Bid/PO shall be imposed on the Vendor/Service provider.

10. ORDER CANCELLATION/TERMINATION OF CONTRACT:

10.1. The Bank reserves its right to terminate this CONTRACT at any time without assigning any reasons, by giving a 30 days' notice.

10.2. 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:

10.2.1. Delay in delivery beyond the specified period for delivery.

10.2.2. Serious discrepancies noted in the items delivered.

10.2.3. Breaches in the terms and conditions of the Order.

10.2.4. Non submission of acceptance of order within 7 days of order.

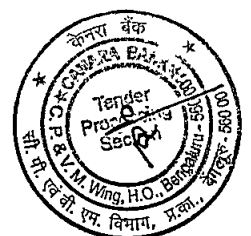
10.2.5. Excessive delay in execution of order placed by the Bank.

10.2.6. The Vendor/Service Provider commits a breach of any of the terms and conditions of the bid.

10.2.7. The Vendor/Service Provider goes in to liquidation voluntarily or otherwise.

10.2.8. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.

10.2.9. The progress made by the Vendor/Service Provider is found to be unsatisfactory.



10.2.10. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

10.3. Bank shall serve the notice of termination to the Vendor/Service Provider at least 30 days prior, of its intention to terminate services.

10.4. 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.

10.5. 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.

10.6. 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.

10.7. 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.

10.8. Notwithstanding the existence of a dispute, and/ or the commencement of arbitration proceedings, Vendor/Service Provider should continue the services. Vendor/Service Provider is solely responsible to prepare a detailed Reverse Transition plan.

10.9. The Bank shall have the sole decision to determine whether such plan has been complied with or not. Reverse Transition mechanism would include services and tasks that are required to be performed/ rendered by the Vendor/Service Provider to the Bank or its designee to ensure smooth handover and transitioning of the Bank's deliverables.

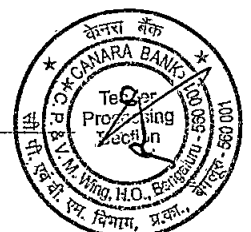
11. EXIT MANAGEMENT PLAN:

11.1. Vendor/Service Provider shall submit a structured & detailed Exit Management plan along with Training and Knowledge transfer for its exit initiated by the Bank.

11.2. Vendor/Service Provider shall update the Transition and Exit management on half yearly basis or earlier in case of major changes during the entire contract duration. The plan and the format shall be discussed and approved by the Bank.

11.3. The exit Management plan shall deal with the following aspects but not limited to of exit management in relation to the Service Level as a whole and in relation to in scope applications, interfaces, infrastructure and network and the scope of work.

11.3.1 A detailed program of the transfer process that could be used in conjunction with a replacement vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer.



11.3.2 Plans for provision of contingent support to the Project and replacement Vendor/Service Provider for a reasonable period (minimum three month and maximum as per mutual agreement) after transfer or as decided by Canara Bank.

11.3.3 Plans for training of the Replacement Service Provider/Canara Bank staff to run the operations of the project. This training plan along with the training delivery schedule should be approved by Canara Bank. The delivery of training along with handholding support and getting the sign off on the same would be the responsibility of Vendor/Service provider.

11.4. At the end of the contract period or during the contract period, if any other Service Provider is identified or selected for providing services related to Vendor/Service Provider scope of work, they shall ensure that a proper and satisfactory handover is made to the replacement Service Provider.

11.5. All risk during transition stage shall be properly documented by Vendor/Service Provider and mitigation measures shall be planned to ensure a smooth transition without any service disruption. Vendor/Service Provider must ensure that hardware supplied by them shall not reach end of support products (software/ hardware) at time of transition. Vendor/Service Provider shall inform well in advance end of support products (software/hardware) for the in-scope applications and infrastructure.

11.6. The transition & exit management period will start minimum six (6) months before the expiration of the contract or as decided by Canara Bank.

11.7. Vendor/Service Provider will provide shadow support for a minimum of 90 days or as decided by the Bank before the end of termination of notice period or expiry of the contract as applicable at no additional cost to the Bank.

11.8. In case of termination, the exit management period will start from effective date of termination, or such other date as may be decided by Canara Bank and communicated to Vendor/Service Provider.

11.9. Vendor/Service Provider must ensure closing off all critical open issues, any audit observation as on date of exit. All other open issues as on date of Exit shall be listed and provided to Canara Bank.

11.10. Vendor/Service Provider needs to comply with Banks requirements and any statutory or regulatory guidelines during the reverse transition period.

12. TRAINING AND HANDHOLDING:

12.1. Vendor/Service Provider shall provide necessary knowledge transfer and transition support to the satisfaction of the Bank. The deliverables as indicated below but not limited to:

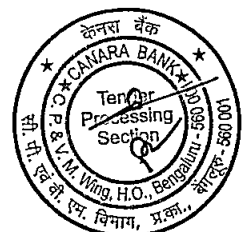
12.1.1. Entire back-up History but not limited to archive policies, retention policies, restore policies, schedules, target storage, backup history.

12.1.2. Change Request Logs

12.2. Assisting the new Service Provider/Bank with the complete audit of the system including licenses and physical assets

12.3. Detailed walk-throughs and demos for the solution

12.4. During the exit management period, the Vendor/Service Provider shall use its best efforts to deliver the services.



12.5. Vendor/Service Provider shall hold technical knowledge transfer sessions with designated technical team of Business and/or any replacement Service Provider in at least last three (3) months of the project duration or as decided by Bank.

During Reverse Transition Bank will not pay any additional cost to the Vendor/Service Provider for doing reverse transition.

13. INTELLECTUAL PROPERTY RIGHTS:

13.1. 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.

13.2. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, VENDOR/ SERVICE PROVIDER shall at its choice and expense:

13.2.1. Procure for BANK the right to continue to use such deliverables.

13.2.2. 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

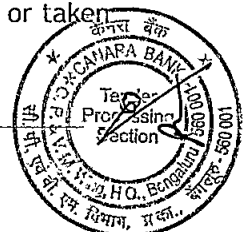
13.2.3. If the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse BANK for any amounts paid to VENDOR/ SERVICE PROVIDER for such deliverables, along with the replacement costs incurred by BANK for procuring equivalent 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.

13.3. 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.

13.4. 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.

14. INDEMNITY:

14.1. 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:





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

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

14.1.3. Fines, penalties, or punitive damages levied on Bank resulting from supervisory actions due to breach, default or non-performance of undertakings, warranties, covenants, or obligations by the Vendor/Service Provider

14.2. Vendor/Service Provider shall be liable for any loss caused to the bank due to any wilful negligence /malpractice by the Vendor/Service Provider or any of its officers, employees, agents or representatives which is found to be a causative factor for any fraud in spite of liability under the relevant statute, civil and/ or criminal as the case may be, for any malicious acts, negligent acts, wrongful acts, fraudulent acts and/ or offline transactions committed (including those committed by any of its employees, agents and/or representatives) in the performance of the Services under this Agreement and shall not be deemed to be acting on or behalf of the Bank in any manner whatsoever to the extent of such acts and/ or transactions.

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

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

14.3.2. The limits specified in below 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 restricted to actual claims.

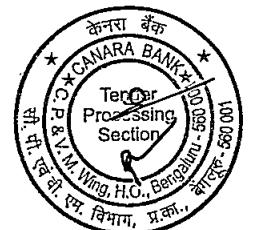
14.3.3. All Employees engaged by VENDOR/ SERVICE PROVIDER shall be in sole employment of VENDOR/ SERVICE PROVIDER and the VENDOR/ SERVICE PROVIDER shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim 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.

14.4. VENDOR/ SERVICE PROVIDER's aggregate liability shall be subject to an overall limit of the total Cost of the project.

15. RIGHT TO AUDIT:

15.1. The VENDOR has to get itself annually audited by internal/ external empanelled 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





19. FORCE MAJEURE:

19.1. 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.

19.2. 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.

19.3. 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.

19.4. 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 endeavour to find a solution to the problem. Notwithstanding above, the decision of the BANK shall be final and binding on the VENDOR/ SERVICE PROVIDER.

20. SOCIAL MEDIA POLICY:

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

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

20.2.1. Non-adherence to the standards/guidelines in relation to Social Media Policy issued by the Bank from time to time.

20.2.2. Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of Social Media related systems and procedures.

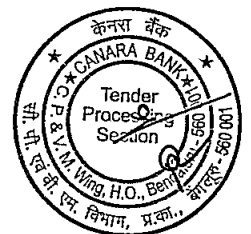
20.2.3. Any unauthorized use or disclosure of Bank's confidential information or data.

20.2.4. 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.

21. HIRING OF BANK STAFF OR EX-STAFF:

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

22. ADHERENCE TO BANKS IS SECURITY/CYBER SECURITY POLICIES:



22.1. VENDOR/ SERVICE PROVIDER shall comply with Bank's various policies like Information Security policy and Cyber Security Policy, Internet Policy, Information System Audit Policy, E-Mail policy and Guidelines.

22.2. In case of any security incident including but not limited to data breaches, denial of service, service unavailability, etc., the vendor/Service Provider shall immediately report such incident to the Bank.

23. PROTECTION OF DATA:

23.1. Vendor/Service Provider warrants that at all times, when delivering the Deliverables and/or providing the Services, use appropriate procedures and care to avoid loss or corruption of data. However, in the event that any loss or damage to Bank data occurs as a result of Vendor/Service provider's failure to perform its responsibilities in the RFP/ Gem Bid/ PO/Agreement, Vendor/Service Provider will at Bank's request correct or cause to be corrected any loss or damage to Bank data. Further, the cost of any corrective action in relation to data loss of any nature will be borne by Vendor/Service Provider, if such loss or damage was caused by any act or omission of Vendor/Service provider or its officers, employees, contractors or agents or other persons under Vendor/Service provider control.

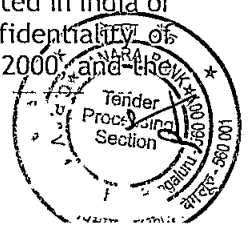
23.2. Where the terms of the RFP/Gem Bid/PO/Agreement require any data to be maintained by the Bank, the Bank agrees to grant, Vendor/Service provider such access and assistance to such data and other materials as may be required by Vendor/Service Provider, for the purposes of correcting loss or damage to Bank data. If any data to be shared between the Bank and Vendor/Service provider for the purpose of the contract, the same shall be shared through secured channels in an encrypted manner. The Vendor/ Service Provider shall process the relevant data at _____ (furnish the location). If the Vendor/ Service Provider proposes any change in data processing location, the same shall be notified to the Bank before the change of location. Vendor/Service provider is required to adhere to RBI guidelines for storage of data in India as per regulatory requirements/instructions, also to provide complete details of data captured, processed and stored, maintain confidentiality of the bank's and its customer's data and report same to the bank. The data if any to be stored by the vendor shall be stored in an encrypted matter. Vendor/Service provider will be liable to bank for any event for security breach and leakage of data/information. No biometric data shall be stored/ collected in the system associated with the vendor, unless allowed under extant statutory guidelines. The vendor shall have a structured process in place for secured removal/disposal/destruction of data and the details of the same shall be provided to the Bank as and when required by the bank.

23.3. Data privacy and security of the customer's personal information shared by the Bank shall always be ensured by Vendor/Service Provider. The personal information of customers shall not be stored and processed by the vendor except certain basic minimal data (viz. name, address, contact details of the customer etc.) as required for the performance of its obligations under this Agreement.

23.4. Vendor/Service Provider shall ensure compliance with all applicable law in relation to the services under this agreement and any modifications/changes in the applicable Law by Legislators and/or regulators during the currency of the agreement.

23.5. Vendor/Service Provider shall comply with all Data Protection Laws applicable in relation to the services under this agreement and shall ensure that any data provided by the Party under this Agreement is treated as confidential.

23.6. For the Purpose of this clause, "Data Protection Laws" means all directives, statutes, regulations, orders, decrees, decisions, or any other like legal instrument (whether enacted in India or any other relevant jurisdiction) which pertain to the protection of privacy and confidentiality of Personal Data including Digital Data Protection Act, 2023, Information Technology Act, 2000, and the





Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, as amended from time to time.

24. DATA PROCESSING AGREEMENT

Vendor/Service Provider shall be required to execute Data Processing Agreement as per the format furnished in Annexure.....that complies with requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) and any other data protection and privacy laws applicable to the Services.

Once the Digital Protection Act, 2023 is enforced, Vendor/service Provider shall be required to execute an addendum to Data Processing Agreement that complies with the legal provisions envisaged under the Digital Protection Act, 2023.

25. 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 through negotiation, the matter may be referred to mediation with the assistance of a mediator mutually agreed upon after issuance of at least 30 days' notice in writing to the other party clearly setting out the intention to refer such dispute to mediation. Proceedings of mediation shall be governed by The Mediation Act, 2023. Place of Mediation shall be Bengaluru, India. Proceedings of the mediation shall be conducted in English language.

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.

26. 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:

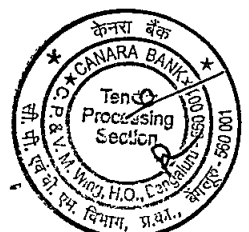
If to BANK:

Registered Office Address: Canara Bank Head Office (Annex),
Centralized Procurement and Vendor Management Wing,
#14, M G Road, Naveen Complex,
Bengaluru -560001

Designated Contact Person: (Designation)

Phone: 080-25599244

Email: suppliermanagement@canarabank.com



If to VENDOR/ SERVICE PROVIDER:

Registered Office Address:

Designated Contact Person: Sri. _____ (_____)

Phone: +91-_____

Email: _____

27. AMENDMENTS TO CONTRACT:

The terms and conditions of this Agreement may be modified by Parties by mutual agreement from time to time. No variation of or amendment to or waiver of any of the terms of this Agreement shall be effective and binding on the Parties unless evidenced in writing and signed by or on behalf of each of the Parties.

28. CONFLICT OF INTEREST:

28.1. VENDOR/ SERVICE PROVIDER represents and warrants that it has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

28.2. VENDOR/ SERVICE PROVIDER represents and warrants that if any such actual or potential conflict of interest arises under this Agreement, Vendor/Service Provider shall immediately inform the Bank in writing of such conflict.

28.3. VENDOR/ SERVICE PROVIDER acknowledges that if, in the reasonable judgment of the Bank, such conflict poses a material conflict to and with the performance of VENDOR/ SERVICE PROVIDER's obligations under this Agreement, then the Bank may terminate the Agreement immediately upon Written notice to VENDOR/ SERVICE PROVIDER; such termination of the Agreement shall be effective upon the receipt of such notice by VENDOR/ SERVICE PROVIDER.

29. ESCALATION MATRIX:

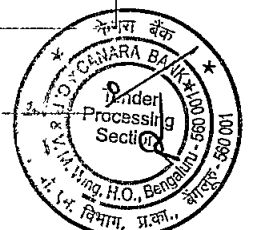
The escalation matrix at the Vendor/Service Provider level, shall be provided as below.


In case of any issue with respect to the execution of the Project, Delivery of Hardware, Services etc., the Bank can escalate the issue as per the escalation matrix.

Escalation matrix shall be strictly followed to resolve any tickets, whenever raised.

Escalation Level	Name	Designation	Office Address	Mobile Number	Role & Responsibility	E-mail ID
First Level	-----	-----	-----	-----	-----	-----
Senior Level/Middle Level	-----	-----	-----	-----	-----	-----
Highest Level	-----	-----	-----	-----	-----	-----

30. GENERAL CONDITIONS TO CONTRACT:



केनरा बैंक  Canara Bank

the (a) applicable provisions of the constitution, treaties, statutes, laws (including the common law), codes, rules, regulations, ordinances, or orders of any Government Authority of India, Regulators; (b) orders, decisions, injunctions, judgments, awards, decrees, etc., of any Government Authority, Regulators including but not limited to rules, regulations, guidelines, circulars, Frequently Asked Questions (FAQs) and notifications issued by the RBI from time to time; and (c) applicable international treaties, conventions and protocols that become enforceable from time to time.

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:

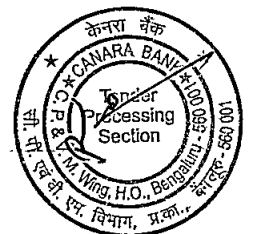
In the presence of:

Signature: 1:
Name:
Designation:

Signature: 1:
Name:
Designation:

Signature: 2:
Name:
Designation:

Signature: 2:
Name:
Designation:





**Annexure-17
Amended Bill of Material**

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

SUB: Selection of service Provider for End To End Implementation of Customer Communication Management Solution For Sending 'Smart Cx 360' and other Summarized/ Comprehensive/ Interactive/ Static Banking statements in Canara Bank for a period of 5 years

Ref: GEM/2024/B/5604217 dated 13/11/2024.

<u>Notes</u>	
1.	These details should be on the letterhead of Bidder and each & every page should be signed by an Authorized Signatory with Name and Seal of the Company.
2.	Please be guided by 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
One-time Implementation Charge**

Sl. No.	Details	Total Cost (Excl. of tax)	Tax for Column a		Total Cost (Incl. of tax) d=a+c
			% Tax	Tax Amt.	
		a	b	c= a X b	
1.	One-time implementation cost of the CCMS Solution (including development of up to 5 statements)				
Total One time implementation Cost					

[Amount in Rupees]

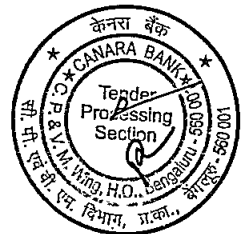


Table-B
Solution/ Software Cost

Sl. No.	Details	Total Cost (Excl. of tax)	Tax for Column for (A)		Total Cost (Incl. of tax)
			% Tax	Tax Amt.	
			A	B	
1.	Enterprise License for CCM Software with 5 years validity for 3 environments				
2.	Database License Cost - for managing solution, for data storage *(Consider cost as 0 if database is Oracle)				
3.	Other Software License (Specify cost for each item)				
Total Cost of Solution/ Software					

*Note: The Database cost shall be zero if the database is ORACLE

Table-C
Cost for Resources

Sl No.	Type of Resource	Charges per month resource (Excl. taxes) (A)	per per of	No. of Resources* (N)	No. Of months (B)	Charges for 60 months (Excl. of taxes) (C)= (A)x(B)x(N)	Tax Column for C		Total Charges for 60 months (Incl. of taxes) F= (C)+(E)
							% Tax (D)	Tax Amount (E)= (C)x(D)	
1.	To design / run the solution/ batches and hardware maintenance			3*	60				
Total Cost for Resources									

*The items mentioned under column of Table-C is indicative to calculate the total TCO. Bank as per the discretion may increase/decrease the number of resources. Bidder has to provide the additional resource at the same cost as mentioned above during the contract period.

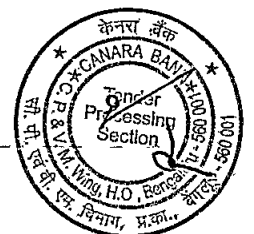




Table-D
Hardware* Cost

Sl No.	Requirement Details	Unit Price with 3 years onsite warranty	Qty	Total Cost with 3 years onsite warranty (excl. of Taxes)	Tax Column		Total Cost (incl of Tax) with 3 years onsite warranty
					% Tax	Tax Amount	
1.	Hardware/ Appliance for DC						
2.	Hardware/ Appliance for DR						
3.	Hardware/ Appliance for UAT						
Total Cost of Hardware							

*Note: Hardware to be specified in Annexure 17 A

Table-E
Cost for any additional requirements/ additional customization/ enhancement*

Sl. No.	Description	Charges Per Man day (Excl. of Tax)	No. of man days per year#	No. of Years	Total Cost (Incl. of Tax)	Tax for column d		Total Cost (Incl. of Tax)
						% Tax	Tax amt.	
						a	b	
1.	Cost for any additional requirements/ additional customization/ enhancement		100	5				

The price quoted by the bidder is fixed for entire contract period and number of man days mentioned above is indicative only. However, the no. of man-days may vary from time to time in total.

*The cost to be quoted in Table E is for additional statements to be designed/ developed and implemented as per the Bank's requirement in addition to the 5 statements.

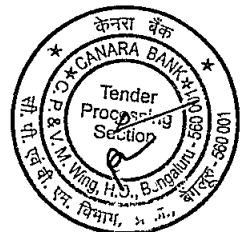


Table-F
AMC/ ATS cost for the Hardware and Software

[Amount in Rupees]

Sl No.	Description	Post Warranty AMC/ ATS Charges year wise					
		AMC/ ATS Charges Year Wise (excl. of Taxes)		Total AMC/ ATS cost (excl. of Tax)	Tax Column		Total AMC/ ATS cost (Incl. of Tax)
		AMC/ ATS Charges for first 3 years	4 th Year		5 th Year	% Tax	
		A	B	C = A+B	D	E = C x D	F = C + E
1.	Hardware/ Appliance for DC						
2.	Hardware/ Appliance for DR						
3.	Hardware/ Appliance for UAT						
4.	Enterprise License for CCM Software with validity of 5 years	AMC/ ATS Charges are not applicable for 1 st , 2 nd and 3 rd year.					
5.	Database License Cost - for managing solution, for data storage <small>*(Consider cost as 0 if database is Oracle)</small>						
6.	Other Software License (Specify cost for each item)						
Total Cost for AMC/ ATS for Hardware and Software							

*Note: The Database cost shall be zero if the database is ORACLE

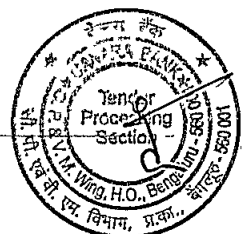




Table-G
Total Cost of Ownership for 5 Years.

[Amount in Indian Rupees]

Sl. No.	Details	Total Cost (inclusive of taxes)
1.	Total One time implementation Cost as per Table- A	
2.	Total Cost of Solution/ Software as per Table- B	
3.	Total Cost for Resources as per Table- C	
4.	Total Cost of Hardware as per Table- D	
5.	Total Cost for any additional requirements/ additional customization/ enhancement as per Table- E	
6.	Total Cost for AMC/ ATS for Hardware and Software as per Table- F	
7.	Total Cost of Ownership for a period of 5 years (Sum of Table- A,B,C,D,E,F)	

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.

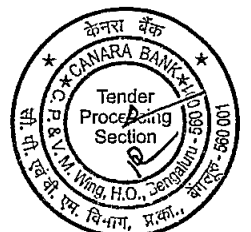
Date:

Signature with seal

Place:

Name:

Designation



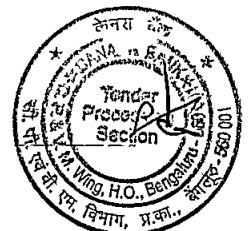
Annexure-17(A)

Sizing of Hardware including Software/ OS for DC, DRC & UAT

(To be submitted on the letter head of the company/firm with authorized signatory seal and sign)
Quoted Hardware/ Software/ OS details for proposed CCMS solution in DC, DRC & UAT

- 1) The bidder shall be responsible for Supplying, Installing, Implementing, roll out & Maintaining the CCM solution, including the necessary Licenses, Hardware, Storage, Software, Middleware, Database, Operating System, Warranty support. Warranty Support shall be available for the period of 3 year.
- 2) The bidders are required to quote for the entire solution including any Licenses, Hardware, Software, Middleware, Database, Operating System, Warranty support, etc. as may be required to fulfil the entire scope and requirements of the GeM bid.
- 3) The details of all such Licenses, Hardware, Software, Middleware, Database, Operating System, etc. as quoted by the bidder should be provided in the below format along with the Technical Bid.

Sl. No.	Components (Hardware/ Software) (Specify the list of items)	Qty	Item Description With Specification details	OEM of the Product	Model/ Version Name	Date of Release of Product	Date of End of Sale	End of Life (EOL) detail of the offered Product	End of Support (EoS) detail of the offered Product
1.	Hardware/ Appliance including OS & other software for CCM Solutions for DC (specify the list of items serial wise)								
2.	Hardware/ Appliance including OS & other software for CCM Solutions for DR (specify the list of items serial wise)								
3.	Hardware/ Appliance including OS & other software for CCM Solutions for UAT (specify the list of items serial wise)								
4.	Any other Software/ Licenses/ OS								



DC (Should be in High Availability) & DRC Site (High Availability and in Sync DC Setup) - Bidder should suggest the architecture in consultation with solution architect along with justifications and should provide reasonable hardware components as per the requirements.
Note: At any point of time during the contract period, the resource utilization like CPU, Memory, Database etc. should not exceed 70 % of the total capacity.

Date

Signature:

Name:

Designation:

