

केनरा बैंक
Canara Bank
A Government of India Undertaking

 Syndicate



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REQUEST FOR PROPOSAL [RFP]

FOR

**SUPPLY, INSTALLATION, CONFIGURATION AND MAINTENANCE OF 130 NOS. OF
ALL-IN-ONE DESKTOP COMPUTERS WITH THREE YEAR WARRANTY IN
CANARA BANK**

Issued by: Canara Bank,
Circle Office,
Technology Management Section,
Light House Hill, Balmatta Road
Mangalore 575001
Phone No: 0824-2863441
Email Id: tmscomlr@canarabank.com

SECTION-A BID SCHEDULE & ABBREVIATIONS

1. Bid Schedule

Sl. No.	Description	Details
1.	RFP No. and Date	RFP/GEM/2025/B/6818385 dated 24/10/2025
2.	Name of the OFFICE	Technology Management Section
3.	Brief Description of the RFP	Supply, Installation, Configuration and Maintenance Of 130 Nos. Of All-In-One Desktop Computers with Three Year Warranty
4.	Bank's Address for Communication	Assistant General Manager, Canara Bank, Circle Office, Technology Management Section, Light House Hill, Balmatta Road Mangalore 575001, Karnataka
		Senior Manager, Circle Office, Technology Management Section, Light House Hill, Balmatta Road Mangalore 575001 Tel - 080-25550127 Email: tmscomlr@canarabank.com
5.	Date of Issue of RFP	As per GeM Bid Document
6.	Earnest Money Deposit (Refundable)	As per GeM Bid Document
7.	Performance Bank Guarantee/Bid Security	As per GeM Bid Document
8.	Last Date, Time and Venue for Submission of Bids	Bid End Date/Time as per GeM Bid Document. Response should be submitted in GeM portal and physical documents should be submitted at below mentioned address before due date/time: Canara Bank, Circle Office, Technology Management Section, Light House Hill, Balmatta Road Mangalore 575001
9.	Date, Time & Venue for opening of Part A - Technical Proposals.	Bid Opening Date/Time as per GeM Bid Document.
10.	Date, Time & Venue for opening of Part B - Commercial Proposals	As per GeM Bid Schedule

11.	Pre-bid Meeting Date & Time	<p>1. Pre-bid meeting will be held on the date and time mentioned in the GeM Bid Document.</p> <p>Venue: Pre-bid meeting will be held Online and participants are requested to attend the meeting Online.</p> <p>Those who are interested in participating the Pre-bid meeting should share the participant details to tmscomlr@canarabank.com</p> <p>Upon perusal of the same, the link / meeting id will be shared to the participant to participate in the virtual meeting.</p> <p>2. Pre bid queries should be submitted as per format available in clause 1.1 of Section D.</p> <p>3. Pre-bid Queries should be sent to E-mail tmscomlr@canarabank.com and must reach us on or before 29/10/2025, Wednesday at 5.00 PM. Subject of the email should be given as "Pre-bid Queries for RFP/GEM/2025/B/6818385 dated 24/10/2025" Queries reaching afterwards will not be entertained.</p>
12.	Other Details	<p>1. Subsequent changes made based on the suggestions and clarifications as per pre-bid meeting shall be deemed to be part of the RFP document and shall be shared with all the bidders.</p> <p>2. No suggestions or queries shall be entertained after pre-bid meeting.</p>
13.	<p>This document can be downloaded from following website https://www.canarabank.bank.in/tenders & https://gem.gov.in/.</p> <p>Any Amendments, Modifications, Pre Bid Replies, Clarifications & any communication etc. will be uploaded in the Bank's website (i.e. https://www.canarabank.bank.in/tenders & https://gem.gov.in/). No individual communication will be sent to the individual bidders.</p>	

2. Abbreviations used in this Document:

Sl. No.	Term	Expansion
1.	AMC	Annual Maintenance Contract
2.	ATS	Annual Technical Support
3.	BG	Bank Guarantee
4.	CD	Compact Disc
5.	CIN	Certificate of Incorporation Number
6.	CVC	Central Vigilance Commission
7.	DD	Demand Draft
8.	EMD	Earnest Money Deposit
9.	GeM	Government E Marketplace
10.	GST	Goods and Service Tax
11.	GSTIN	Goods and Services Tax Identification Number
12.	GTC	GeM terms & conditions
13.	HO	Head Office
14.	HSN	Harmonized System Nomenclature
15.	IFSC	Indian Financial System Code
16.	IT	Information Technology
17.	KYC	Know Your Customer
18.	LD	Liquidated Damage
19.	MSE	Micro and Small Enterprises
20.	MTBF	Mean Time Between Failures
21.	NEFT	National Electronic Funds Transfer
22.	NI Act	Negotiable Instruments Act
23.	OEM	Original Equipment Manufacturer
24.	OSD	Original Software Developer
25.	PAN India	Presence Across Nation India
26.	PDI	Pre-Dispatch Inspection
27.	PO	Purchase Order
28.	PoC	Proof of Concept
29.	RA	Reverse Auction
30.	RBI	Reserve Bank of India
31.	RFP	Request for Proposal
32.	RTGS	Real Time Gross Settlement
33.	SFMS	Structured Financial Messaging System
34.	SOP	Standard Operating Procedures
35.	TCO	Total Cost of Ownership
36.	TDS	Tax Deducted at Source
37.	TS Wing	Technology Services Wing

DISCLAIMER

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

Canara Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Bank’s Website (<https://www.canarabank.bank.in/tenders> & <https://gem.gov.in/>) and it will become part and parcel of RFP.

The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. This RFP document prepared by Canara Bank should not be reused or copied or used either partially or fully in any form.

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

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SECTION B - INTRODUCTION

1. About Canara Bank

CANARA BANK is one of the largest Public Sector Banks owned by Government of India. Canara Bank is a body Corporate and a premier Public Sector Bank established in the Year 1906 by Shri. Ammembal Subba Rao Pai and nationalized under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970. Canara Bank Head office is located at 112, J C Road Bengaluru-560002 and **Technology Management Section, Canara Bank Circle Office Mangalore is located at Light House Hill, Balmatta Road, Mangalore 575001, Karnataka.**

- 1.1. The Bank is having pan India presence of more than 9859 branches, 26 Circle offices and 177 Regional Offices situated across the States. The Bank also has branches and offices abroad in London, Dubai and New York.
- 1.2. The Bank is a forerunner in implementation of IT related products, services and continuously making efforts to provide the state of art technological products to its customers.

2. Definitions

- 2.1. 'Bank' unless excluded by and repugnant to the context or the meaning thereof, shall mean 'Canara Bank', described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successors and permitted assigns.
- 2.2. 'GeM' means Government e-Marketplace wherein the whole bidding process shall be conducted online.
- 2.3. 'RFP' means Request for Proposal for " Supply, Installation, Configuration and Maintenance of 130 Nos. Of All-In-One Desktop Computers with Three Year Warranty" in Canara Bank.
- 2.4. The eligible vendor submitting the proposal in response to this RFP shall hereinafter be referred to as 'Bidder'.
- 2.5. 'Services' means "Supply, Installation, Configuration and Maintenance of 130 Nos. Of All-In-One Desktop Computers with Three Year Warranty" as per RFP terms.
- 2.6. 'Product' means "All-In-One Desktop Computers with Three Year Warranty".
- 2.7. 'Proposal' means the response (including all necessary documents) submitted by the eligible Bidder in response to this RFP.
- 2.8. 'Contract' means the agreement signed by successful Bidder and the Bank at the conclusion of bidding process.
- 2.9. 'TCO or Total Cost of Ownership' means the total Cost mentioned in the Purchase Order including GST/ GeM Sanction order issued by the Bank.
- 2.10. 'Successful Bidder'/ 'Selected Bidder/ 'L1 Bidder' means the Bidder who is found to be the lowest quoted Bidder after conclusion of the bidding process, subject to compliance to all the Terms and Conditions of the RFP.

3. About RFP

- 3.1. The Bank intends to on-board vendor for Supply, Installation, Configuration and Maintenance of 130 Nos. Of All-In-One Desktop Computers with Three Year Warranty in Canara Bank as per the terms & conditions, technical requirements and scope of work described elsewhere in this document.
- 3.2. The RFP document is not a recommendation or invitation to enter the contract, agreement or any other arrangement in respect of the product, unless a purchase order or notification of award is published by Canara Bank if any, as an end result of this RFP process. The provision of the product is subject to compliance to selection process and appropriate documentation being agreed between the Bank and selected Bidder as identified by the Bank after completion of the selection process.

4. Objective

- 4.1. Canara Bank invites bids from reputed Bidders to submit their response who fulfils the Pre-Qualification Criteria as per Annexure-2.
- 4.2. The Bidders satisfying the Qualification Criteria as per the RFP and having experience in All-In-One Desktop Computers in the Scheduled Commercial Banks/ PSU/ BFSI in India may respond.

5. Requirement Details

- 5.1. Bank invites proposal/offers in GeM portal from prospective bidders for Supply, Installation, Configuration and Maintenance of 130 Nos. Of All-In-One Desktop Computers with three years warranty in Canara Bank as per the terms & conditions, scope of work and functional & technical specifications/requirements described elsewhere in this document.
- 5.2. It may be noted that the requirement given in this RFP is indicative only and may vary as per actual needs. Also note that there is no minimum purchase commitment by the Bank to the selected bidder.
- 5.3. Detailed technical specification for the above All-In-One Desktop Computer is furnished in **Annexure-9**. All the Hardware / Software ordered for Supply, Installation, Configuration and Maintenance of 130 numbers of All-In-One Desktop Computers should have warranty of Three (3) years & (if contracted).

6. Participation methodology

- 6.1. In this RFP either the authorized bidder on behalf of the Principal/OEM/OSD or Principal/OEM/OSD itself can bid but both cannot bid simultaneously for the same item/product. If participated, the bids of Principal/OEM/OSD and the authorized bidder/s are liable for rejection.
- 6.2. If a bidder bids on behalf of the Principal/OEM/OSD, the same bidder shall not submit a bid on behalf of another Principal/OEM/OSD in this RFP for the same solution/ product/ service.
- 6.3. If any product of Principal/OEM/OSD is being quoted in this RFP, the Principal/OEM/OSD cannot bid for any other Principal's/OEM's/OSD's product.
- 6.4. In the event of the bidder being not able to perform the obligations as per the provisions of the contract, the OEM/OSD/principal should assume complete

responsibility on behalf of the bidder for providing solution/ product/ service i.e., technology, personnel, financial and any other infrastructure that would be required to meet intent of this RFP at no additional cost to the bank. To this effect bidder should provide a dealer/distributor certificate for the proposed solution/ product/ service as per Annexure-15.

7. Pre-Qualification Criteria

- 7.1. Interested Bidder's meeting the Pre-Qualification Criteria as mentioned in Annexure-2 of this RFP, may respond.
- 7.2. The bidder who has successfully supplied the proposed hardware in at least one of the previous three procurements in Canara Bank, may be granted an exemption from other pre-qualification criteria subject to satisfactory performance duly considering their proven credentials at the sole discretion of the Bank.
- 7.3. Non-compliance to any of the Pre-Qualification criteria would result in outright rejection of the bidder's proposal. The bidder is expected to provide proof for each of the points for Pre-Qualification evaluation. The proof provided must be in line with the details mentioned in "Documents to be submitted for Compliance". Any credential detail mentioned in "Pre-Qualification Criteria Compliance" not accompanied by relevant proof documents will not be considered for evaluation.
- 7.4. Canara Bank, reserves the right to verify/evaluate the claims made by the bidder independently and seek further clarifications without any limitation for verification/evaluation of claims. Any deliberate misrepresentation will entail rejection of the offer.

8. Scope of Work

- 8.1. The Broad Scope of work shall include but not be limited as mentioned in Annexure-8. Bidder has to conform compliance to the Scope of Work as mentioned in Annexure-8. The bidders are required to go through the complete RFP document thoroughly. The obligation/ responsibilities mentioned elsewhere in the document, if any, shall be the integral part of the scope.
- 8.2. Bank reserves the right to modify the scope due to change in regulatory instructions, market scenario and internal requirement within the overall objective of Supply of All-In-One Desktop Computers. Any guidelines on changes/modifications/enhancements given by RBI/regulatory body's with regard to All-In-One Desktop Computers will be added to the scope of work.
- 8.3. **Project Completion and Management**
 - 8.3.1. For smooth completion of project, the selected bidder should identify one or two of its representatives at Mangalore as a single point of contact for the Bank.
 - 8.3.2. Project implementation team should be conversant with all rules and conditions to resolve the issues, if any.

9. Technical / Functional Requirements

The bidder shall comply with the Technical & Functional Specifications narrated in Annexure-9 and adhere to the guidelines issued by RBI and other Regulatory bodies. The

bidder should also maintain confidentiality of information shared with them during the tenure and post-tenure of the contract.

SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS

1. Project Timelines

- 1.1 The vendor shall submit the acceptance of the Purchase Order within seven (7) days from the date of receipt of Purchase Order. In case of non-receipt of acceptance by the due date, the Purchase Order shall deem to have been accepted by the vendor.
- 1.2 Bank shall provide the address and contact details for delivery of All-In-One Desktop Computer while placing the order.
- 1.3 The selected bidder should ensure Supply, Installation and Configuration of All-In-One Desktop Computers and complete all the works specified in the Scope of Work at the bank branch/office within Three (03) weeks from the date of acceptance of the Purchase Order or Four (04) Weeks from the date of issue of Purchase Order, whichever is earlier.

1.3.1. The time of completion shall be vital to the Contract. The successful bidder shall complete the assignment as per the timelines stipulated here below, which will be effective from the date of acceptance of the Purchase Order:

Activity Details	Timelines*	Cumulative weeks*
Delivery/Supply of All-In-One Desktop Computers	Within 2 Weeks from the acceptance of the Purchase Order	2 Weeks
Installation and Configuration of All-In-One Desktop Computers	1 Weeks from the date of Delivery of All-In-One Desktop Computers	3 Weeks

- 1.4 The delivery/Installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank after acceptance testing/ examination. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted and the warranty period will not commence. The Warranty will be commissioning from the date of installation of All-In-One Desktop Computers
- 1.5 Bank reserves the right to change/modify locations for supply of the items. In the event of any change/modification in the locations where the hardware items are to be delivered, the bidder in such cases shall deliver at the modified locations at no extra cost to the Bank. However, if the hardware items are already delivered, and if the modifications in locations are made after delivery, the bidder shall carry out installation at the modified locations and the Bank in such cases shall bear the shifting charges/arrange shifting. The Warranty should be applicable to the altered locations also.
- 1.6 The Bank will not arrange for any Road Permit / any Tax clearance for delivery of hardware to different locations and the selected bidder is required to make the arrangements for delivery of hardware to the locations as per the list of locations /items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the selected bidder, if required.
- 1.7 If undue delay happens for delivery and / or installation of the ordered hardware/s by the bidder, the same shall be treated as a breach of contract. In such case,

the Bank may invoke the Bank Guarantee/Forfeit the Security Deposit without any notice to the bidder.

- 1.8** Partial or incomplete or damaged delivery of materials will not be considered as delivered of all the ordered materials. Date of delivery shall be treated as date of last material delivered to the ordered locations if materials are not damaged. In case materials are delivered with damage, Date of delivery shall be treated as date of replacement of damaged material with new one. Delivery payment shall be paid against completion of delivery of all the ordered materials without any damage and proof of delivery duly certified by Bank's Officials, along with delivery payment claim letter.

2. Acceptance:

- 2.1** Bank will evaluate the Hardware/Software delivered by the selected bidder. If the Hardware/Software experiences no failures and it functions according to the requirements of the RFP as determined by the Bank, the Hardware/Software will be accepted by the Bank.
- 2.2** In event of non-acceptance, the bidder shall supply new machines on the same rules, terms and conditions of the RFP. Any delay due to such failure will attract Liquidated Damages as stipulated in this RFP and no extensions will be permitted.

3. Payment terms

- 3.1** The payment schedule will be as under and will released after execution of contract agreement as per the following schedule:

Sl. No.	Payment Stages	Percentage of Payment	Condition/Remarks
1.	Delivery	60% of as per Table-A of Annexure-16	On delivery of All-In-One Desktop Computers and on production of relevant documents and after deducting applicable penalties & Liquidated damages (if any) as per RFP Terms & conditions. Please note that Originals of invoices (plus One Copy) reflecting Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office should be submitted while claiming payment in respect of orders placed.
2.	Installation and Configuration	30% as per Table-A of Annexure-16	On installation & Configuration and after deducting applicable penalties and Liquidated damages (if any) as per RFP Terms & conditions. The vendor has to submit installation reports duly signed by the Bank officials of the respective Branch/offices, while claiming payment. The invoice and installation report should contain the product serial number of the items installed/Configured.

Sl. No.	Payment Stages	Percentage of Payment	Condition/Remarks
3.	Warranty	10% as per Table-A of Annexure-16	After Completion of warranty period of 3 years and after deducting applicable penalties and Liquidated damages (if any) as per GeM Terms. Or On submission of a bank guarantee for equivalent to 10% as per Table-A of Annexure-16.

*Warranty Certificate should be submitted while claiming payment in respect of orders placed after delivery and installation and acceptance.

The start date of the Warranty will be considered as the date of installation and configuration of the All-In-One Desktop Computers and acceptance from the Bank for the respective locations in the Canara Bank.

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

4. Penalties & Liquidated damages:

4.1 Penalties/Liquidated damages for delay in Delivery, Installation and Configuration of 130 All-In-One Desktop Computer in all locations would be as under:

- 4.1.1 Non-compliance of the delivery as per clauses 1.3.1 of Section-C will result in the Bank imposing penalty 0.50% on delay in delivery per All-In-One

Desktop Computer, per week or part thereof, on the value of All-In-One Desktop Computer undelivered as per Table-A of Annexure-16.

- 4.1.2** Non-compliance of the installation & Configuration clauses 1.3.1 of Section-C will result in the Bank imposing penalty 0.50% on delay in installation & Configuration per All-In-One Desktop Computer, per week or part thereof, on the value of the All-In-One Desktop not installation & Configuration as per Table-A of Annexure-16.
- 4.1.3** However, the total Penalty/LD to be recovered under above clauses 5.1.1 and 5.1.2 shall be restricted to 10% of the value of TCO.
- 4.2** In case of defect All-In-One Desktop Computer, If the bidder does not rectify either by repair or replacement, such defects and put back the machine into satisfactory operation within 2 working days from the date of notice by the Bank or does not complete the said rectification with reasonable diligence, Bank shall impose a penalty of Rs. 1000/- per day or part thereof on the respective cost of All-In-One Desktop Computer. However, the total Penalty/LD to be recovered under this clause shall be restricted to maximum of cost of All-In-One Desktop Computer will be levied and deducted from the performance security or such other/any other sums payable to the bidder.
- 4.3 Penalties/Liquidated Damages for non-performance:**
- If the selected bidder does not meet the specifications/terms of the RFP during various tests/stages, the selected bidder shall rectify the same at bidders cost to comply with the specifications/terms of the RFP immediately to ensure the committed uptime/terms, failing which the Bank reserves its right to withhold the payment, impose penalty and invoke the Performance Security/ nullify the contract.
- 4.4** The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Performance Security or otherwise from bidder or from any other amount payable to the bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.
- 4.5** The selected bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- 4.6** If any act or failure by the selected bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- 4.7** If the selected bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.
- 4.8** Any financial loss to the Bank on account of fraud taking place due to selected bidder, its employee or their services provider's negligence shall be recoverable from the selected bidder along with damages if any with regard to the Bank's reputation and goodwill.

- 4.9 Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of the selected bidder.
- 4.10 All the above LDs are independent of each other and are applicable separately and concurrently.
- 4.11 LD is not applicable for the reasons attributable to the Bank and Force Majeure. However, it is the responsibility/onus of the bidder to prove that the delay is attributed to the Bank and Force Majeure. The bidder shall submit the proof authenticated by the bidder and bank's official that the delay is attributed to the Bank and Force Majeure at the time of requesting payment.

5. Warranty

- 5.1 The entire equipment's / hardware (including OS) & software deployed for this project shall be under Comprehensive Onsite Warranty covering all parts, updates, minor update of software, maintenance or support for its proper operation, performance and output as specified in the tender technical specifications for a period of 3 years from the Date of Installation/commissioning.
- 5.2 If the hardware (including OS) & software does not perform in accordance with the Contract during the Warranty Period, then the Bidder shall take such steps as necessary to repair or replace the Hardware/ Software. Such warranty service shall be provided at the Vendor's expense and shall include all media, parts, labor, freight and insurance to and from the Department's site.
- 5.3 If any defect in the Hardware/Software is not rectified by the Bidder before the end of the Warranty Period, the Warranty Period shall be extended until, in the opinion of the Bank: a) the defect has been corrected; and b) the hardware/ Software functions in accordance with the Contract for a reasonable period of time.
- 5.4 Despite any other provision, the Bank, may return a Hardware/ Software which is not up to the Requirement mentioned in the bid to the Bidder within Sixty (60) days of delivery of the Hardware/ Software and the Bidder shall immediately provide full exchange or refund. For the purpose of this section, "defective Solution" includes, but is not limited to: a) broken seals; b) missing items; and c) Hardware/ Software that are not as per bid terms.
- 5.5 The Bidder shall provide, after the warranty commences for all Software/Solution components, telephone support to the Bank during Business Days for assistance with the operation of the Software/Solution.
- 5.6 The bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship. Bidder must warrant all components, accessories, spare parts etc. against any manufacturing defects during the warranty period.

6. Security

- 6.1 The selected bidder has to use standard procedures like hardening, dedicated configuration in order to comply security standards including cyber security.
- 6.2 The selected bidder should take adequate security measures to ensure confidentiality, integrity and availability of the information.
- 6.3 The selected bidder is liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT/Information Security / Cyber Security Policy.

- 6.4 The selected bidder will have to establish all the necessary procedures/ infrastructure/technology /personnel to ensure the Information System Security as per the guidelines prescribed by RBI and the policies of the Bank.

7. Scope involved during Contract period

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

- 7.1 The selected bidder should inform Bank about all release/version change of patches/ upgrades/ updates of software/ OS/ middleware etc. as and when released by the selected bidder/OSD.
- 7.2 If any software, license updates provided by the OSD as free of cost, it should be provided and installed & configured by the selected bidder free of cost to the Bank during Contract Period.
- 7.3 Any corruption in the software/License/media shall be rectified during the full period of the contract, at no extra cost to the Bank.
- 7.4 The selected bidder shall make availability of spare parts/services, components etc., free of cost as and when required, and complete maintenance of the hardware/software/solution during Contract Period.
- 7.5 The support shall be given in person/email/fax/tele/remote access.
- 7.6 Only licensed copies of software shall be supplied. Further, all software supplied shall be of latest version.
- 7.7 The selected bidder shall provide centralized complaint booking/lodging facility to the bank and the dash board shall be provided to the Bank. The method of booking complaints shall be on line portal also, included in the proposed solution/ product/ service etc.
- 7.8 Escalation matrix should be provided for support, technical, project etc. as per Annexure-14.

8. Local support

- 8.1 The Support should be for an unlimited number of incidents reported to them and provides a practical solution to resolve the issue. The support should be provided over phone, E mail web based, in person, if required. All escalations will be attended / responded-promptly not later than 60 minutes of reporting.
- 8.2 The bidder will be responsible for attending complaints during all hours 24*7*365 basis of contract period.
- 8.3 Support has to cover to solve day-to-day issue while using the proposed solution/ product/ service in our environment like resolving the issues related to incident, security threat, signature updates, daily updates, product related issues and any other issues to the Bank as per SOW/SLA at no extra cost.
- 8.4 Daily incident/complaint reported by customers/branches/offices shall be attended on priority and daily report should be submitted to the Bank.

9. Mean Time Between Failures (MTBF)

If during the warranty period, any hardware item fail on three or more occasions in a quarter, such items shall be replaced by equivalent / superior new hardware items by the bidder at no additional cost to the Bank.

10. Documents, Standard Operating Procedures and Manuals

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

11. Defect Liability

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

12. Subcontracting

12.1 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.

12.2 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.

13. Right to Audit

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

13.2 Where any deficiency has been observed during audit of the VENDOR on the risk parameters finalized by the PURCHASER or in the certification submitted by the Auditors, the VENDOR shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the VENDOR shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

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

14. Spare Parts:

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

SECTION D - BID PROCESS

1. Clarification to RFP and Pre-Bid Queries

- 1.1. The bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases should seek clarification in writing in the same serial order as that of the RFP by mentioning the relevant page number and clause number of the RFP as per the below mentioned format.

Sl. No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query
1					
2					
3					
4					
5					
-					

1.2. All communications regarding points requiring clarifications and any doubts shall be given in writing to The General Manager, Canara Bank, **Circle Office, Technology Management Section, Light House Hill, Balmatta Road Mangalore 575001** in email to tmscomlr@canarabank.com by the intending bidders as per the bid schedule.

1.3. No queries will be entertained from the bidders after the due date and time mentioned in the RFP document.

1.4. No oral or individual consultation will be entertained.

2. Pre-Bid meeting

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

2.2. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested bidders shall be present during the scheduled time. In this connection, Bank will allow maximum of Two (2) representatives from each bidder to participate in the pre-bid meeting.

2.3. Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.

2.4. Bank will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the bidders in the meeting.

2.5. The Bank will consolidate all the queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's website (<https://canarabank.bank.in/tenders.aspx>) and GeM portal. No individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/ amendments/

corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.

- 2.6. Non reply to any of the queries raised by the bidders during pre-bid Meeting shall not be considered as acceptance of the query/issue by the Bank.

3. Amendment to Bidding Document

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

4. Bid System Offer

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

- 4.1. **Technical Proposal**: Indicating the response to the Pre-Qualification Criteria, Scope of Work and Technical and functional requirements and other terms & conditions for this RFP.
- 4.2. **Commercial Bid**: Furnishing all relevant information as required as per Bill of Material as per Annexure-16.

5. Preparation of Bids

5.1. Technical Proposal

- 5.1.1. Before submitting the bid, the bidders should ensure that they conform to the Pre-Qualification criteria as stated in Annexure-2 of this RFP. Only after satisfying themselves of the Pre-Qualification criteria, the Offer should be submitted.
- 5.1.2. Technical Proposal should be submitted as per the format in **Appendix-A**. Relevant technical details and documentation should be provided along with Technical Proposal
- 5.1.3. It is mandatory to provide the compliance to Scope of Work and Technical and Functional Requirements in the exact format of Annexure-8 & Annexure-9 respectively.
- 5.1.4. The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.
- 5.1.5. If any part of the technical/functional requirements offered by the bidder is different from the technical/functional requirements sought in the RFP, the bidder has to substantiate the same in detail the reason

of their quoting a different technical/ functional requirement than what is sought for, like better feature or non-availability/ feasibility of the technical/functional requirements quoted by Bank, invariably to process the technical offer.

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

5.2. Commercial Bid

- 5.2.1. Commercial Bid (indicative) should be submitted as per instruction in **Appendix-B**.
- 5.2.2. Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. The Commercial Bid should give all relevant price information as per Annexure-16. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.
- 5.2.3. The Bill of Material must be attached in Technical Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal and Commercial Bid, except that the Technical Proposal should not contain any price information (with Prices masked). Any change in the Bill of Material format may render the bid liable for rejection.
- 5.2.4. Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- 5.2.5. Any change in the Bill of Material format may render the bid liable for rejection. The Commercial Bids that are incomplete or conditional are liable to be rejected.
- 5.2.6. The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank.

- 5.2.7. The Commercial Bid (Indicative) of only those bidders who are qualified in Part-A Technical cum Eligibility Proposal will be opened online as per GeM Terms & Conditions.

6. Earnest Money Deposit (EMD)/ Bank Guarantee in lieu of EMD

- 6.1. The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) amount as mentioned in the Bid Schedule by way of Demand Draft drawn on any Scheduled Commercial Bank in India in favour of Canara Bank, payable at Mangalore.
- 6.2. In case the EMD is submitted in the form of Bank Guarantee the same should be valid for bid offer validity with additional claim period of 2 months from the last date for submission of offer. Bank at its discretion can demand for extension for the validity of EMD. The format for submission of EMD in the form of Bank Guarantee is as per Appendix-D.
- 6.3. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Canara Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). The format for submission of EMD in the form of Bank Guarantee is as per Appendix-D. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be rejected summarily.
- 6.4. Non submission of EMD with Technical Proposal leads to rejection of Bid.
- 6.5. The EMD of the Bidders not qualified under Technical Proposal will be returned within 15 days after opening the Commercial Proposals of the bidders qualified under Technical Proposal. The EMD of Technically Qualified bidders except the selected bidder will be returned within 30 days after opening the Commercial Proposals of the bidders qualified under Technical Proposal. The EMD of the selected bidder will be returned within 15 days after submission of Performance Security.
- 6.6. The EMD may be forfeited/ Bank Guarantee may be invoked:
- 6.6.1. If the bidder withdraws or amends the bid during the period of bid validity specified in this document.
- 6.6.2. If the selected bidder fails to accept the purchase order within 7 days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the RFP.

7. Make and Models

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

8. Software Version

The bidder should ensure usage of latest licensed software with proper update/patches and their subcomponents as has been sought in the technical/functional requirements. The Offer may not be evaluated and / or will be liable for rejection in case of non-

submission or partial submission of Software Version of the items offered. Please note that substituting required information by just software name is not enough. Bidder should not quote Software which is already End of Sale. Bidder also should not quote Software which are impending End of Sale.

9. Documentation

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

10. Costs & Currency

The Offer must be made in Indian Rupees only as per Bill of Material (Annexure-16).

11. Erasures or Alterations

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

12. Assumptions/Presumptions/Modifications

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

13. Submission of Bids

13.1. The bidder has to submit their response in GeM portal before the bid end date & time mentioned in the GeM bid document. The physical documents (viz., EMD, Integrity Pact etc.,) should be submitted to the below mentioned officials before the bid end date & time at the Venue specified in the Bid Schedule.

First Official	Alternate Official
Senior Manager Canara Bank TM Section, Circle Office Light House Hill, Balmatta Road Mangalore 575001. Mob:8129129349	Assistant General Manager Canara Bank TM Section, Circle Office Light House Hill, Balmatta Road Mangalore 575001 Karnataka Tel -9008719610

13.2. The Name and address of the Bidder, RFP No. and Due Date of the RFP are to be specifically mentioned on the Top of the envelope containing physical documents.

14. Bid Opening

14.1. The **Technical Proposal** shall be opened online, on the Date & Time specified in the GeM Bid Schedule.

14.2. The Bidders may note that no further notice will be given in this regard. Further, in case the bank does not function on the aforesaid date due to unforeseen circumstances or declared as holiday then the bids will be opened on the next working.

14.3. The **Technical Proposal** submitted by the bidder will be evaluated based on the documents submitted as per Appendix-A.

14.4. The Commercial Bid of only those bidders who are qualified in **Technical Proposal** will be opened for further evaluation.

SECTION E - SELECTION OF BIDDER

1. Preliminary Scrutiny

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

2. Clarification of Offers

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

3. Evaluation of Bids

- 3.1. The Bank will evaluate the bids submitted by the bidders under this RFP. The bids will be evaluated by a Committee of officers of the Bank. If warranted, the Bank may engage the services of external consultants for evaluation of the bids. It is Bank's discretion to decide at the relevant point of time.

3.2. Technical Proposal

- 3.2.1. The technical proposals submitted by the bidders will be evaluated based on the documents submitted as per **Appendix-A**. Bank will seek clarifications, if required. The Part B-Commercial Proposal of only those bidders who qualified in Part A-Technical Proposal will be opened by the Bank.
- 3.2.2. Bank will evaluate the responses provided by the bidders for compliance to Scope of Work, Technical and Functional Requirements, Technical evaluation criteria and other terms & conditions as stipulated in the RFP.

3.3. Commercial Bid

The Part B - Commercial Proposals of only those bidders who qualified in Part A - Technical Proposal will be opened by the Bank. The Part B - Commercial Bid submitted by the bidder will be evaluated based on Bill of material submitted by the Bidder.

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

- 4.1. The Bank reserves the right to call for a presentation on the features and functionalities as a Part of Technical Proposal evaluation.
- 4.2. The Bank at its discretion call for providing of Proof of Concept (PoC) of proposed solution/ product/ service at the location which is identified by the Bank. Hence, Bidder is required to arrange the required software in prior and need to submit the pre-requisites document in order to complete the POC within 30 Days.
- 4.3. Setting of evaluation criteria for demonstrations shall be entirely at the discretion of the Bank. The decision of Bank in this regard shall be final and in this regard, no correspondence shall be entertained.
- 4.4. Bidder has to complete the Proof of Concept (POC) of the proposed solution/ product/ service within the time limit which is defined by Bank.
- 4.5. All expenses incurred in connection with the above shall be borne by the bidder. However, Bank will bear the travelling, boarding and lodging expenses related to its own personnel and its Consultants, if any.
- 4.6. The presentation/document shared during the presentation/POC shall form the integral part of the offer made by the bidder and features mentioned therein should be delivered as part of the offer by the bidder at no extra cost to Bank, irrespective of the fact that such features are explicitly mentioned in the Bid or not.

5. Normalization of Bids

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

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

6. Intimation to Qualified/Successful Bidders

The Bank will prepare a list of qualified bidders at each stage on the basis of evaluation of Part A - Technical cum Eligibility Proposal and Part B - Commercial Bid. The names of qualified bidders at each stage would be announced in GeM Portal. Commercial Bids of only technical qualified bidders shall be opened. Final list of the bidders (L1, L2 etc.) will be announced as indicated above. No separate intimation will be sent to successful Bidder.

7. Selection of successful Bidder

- 7.1. The bidder/s who quotes the lowest price (L1) after the reverse auction will be referred as the successful bidder/ bidders and will be notified through the GeM portal. No separate intimation will be sent to the bidder in this regard.
- 7.2. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.
- 7.3. The Bank reserves the right to re-tender without assigning any reasons whatsoever. The Bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection
- 7.4. The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves the right to obtain revised price bids from the bidders with regard to change in RFP clauses. The Bank reserves the right to accept any bid in whole or in part.
- 7.5. The bidder/s who is L1 after the reverse auction will be referred as the selected bidder/ successful bidder.

SECTION F - OWNERSHIP & AWARDING OF CONTRACT

1. Bid Validity Period

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

2. Proposal Ownership

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

3. Project Ownership

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

3.2. Ownership letter by the bidder to be submitted (Undertaking letter by the bidder taking the ownership of the project execution) in case third party also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership.

3.3. The bidder also has to submit a certificate/Letter from OEM that the proposed services any other related software offered by the bidder to the Bank are correct, viable, technically feasible for implementation and it will work without any hassles.

4. Acceptance of Offer

4.1. The Bank reserves its right to reject any or all the offers without assigning any reason there of whatsoever.

4.2. The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.

4.3. The bids received and accepted will be evaluated by the Bank to ascertain the L1 (Lowest quoted) bidder in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender the RFP with or without modifications. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.

- 4.4. The bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

5. Award of Contract

- 5.1. The Bidder who is L1 after the reverse auction will be referred as the selected Bidder and Bank will notify the name of the selected Bidder /s in GeM portal.
- 5.2. The contract shall be awarded and the order shall be placed on selected Bidder. Bank may release the order either in Full or in part or place more than one order towards the contract based on project plan.
- 5.3. The selected Bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the selected Bidder.
- 5.4. In case of non-receipt of acceptance by the due date, the Purchase Order shall have deemed to have been accepted by the vendor.
- 5.5. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
- 5.6. The Shortlisted bidder/s will be required to provide the service to the Bank at the rates not higher than the agreed rate finalized under this RFP.

6. Effective Date

- 12.1. The effective date shall be date of acceptance of the order by the selected bidder. However, the bidder shall submit the acceptance of the order within seven days from the date of receipt of order.
- 12.2. The Bank may consider the Bidder's non-acceptance of the order as a contravention of the RFP terms and conditions, which may result in forfeiture of the Earnest Money Deposit (EMD) at Bank's discretion.

7. Project Execution

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

8. Fixed Price

The prices quoted in the tender response will be fixed for the period of the contract.

9. Performance Security

- 9.1. The successful bidder should submit a Performance Security equivalent to 5% of the Total Cost of Ownership (TCO) within 28 days from the date of acceptance of the Purchase Order with a validity period of 38 months from the acceptance of PO. The guarantee should also contain an additional claim period of 2 months from the last date of validity.
- 9.2. If the Performance Security is not submitted within the time stipulated above, penalty at 0.50% for each completed calendar week of delay or part thereof on the total value of the order will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee/Performance Security. The total penalty under this clause shall be restricted to 2.5% of the TCO.
- 9.3. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and contract period.
- 9.4. Performance Security Deposit should be submitted by way of Insurance Surety Bond, DD drawn on Canara Bank payable at Mangalore, Bank Guarantee (including e-Bank Guarantee) from a Commercial bank or online payment in an acceptable form safeguarding the Bank's interest in all aspects.
- 9.5. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favor of Canara Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). However, it should be as per Appendix-E. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be summarily rejected.
- 9.6. The security deposit / bank guarantee will be returned to the bidder on completion of Contract Period.
- 9.7. The Bank shall invoke the Bank guarantee before the expiry of claim period, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. In such case Bank reserves the right to invoke the Bank Guarantee/Security Deposit at its entirety and not based on proportion. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.

10. Execution of Agreement

- 10.1. Within 21 days from the date of acceptance of the Purchase Order/LOI or within 30 days from the date of issue of Purchase Order/LOI whichever is earlier, the selected bidder shall sign a stamped "Agreement" with the Bank at Mangalore as per Appendix-F. Failure to execute the Agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected bidder.
- 10.2. The Agreement shall include all terms, conditions and specifications of RFP and also the Bill of Material and Price, as agreed finally after bid evaluation. The Agreement shall be executed in English language in one original, the Bank receiving the duly signed original and the selected bidder receiving the photocopy. The Agreement shall be valid till all contractual obligations are fulfilled.

11. Pricing & Payments

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

12. Order Cancellation/Termination of Contract

- 12.1. The Bank reserves its right to terminate this CONTRACT at any time without assigning any reasons, by giving a 30 day's notice.
- 12.2. 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:
 - 12.2.1. Delay in delivery beyond the specified period for delivery.
 - 12.2.2. Serious discrepancies noted in the items delivered.
 - 12.2.3. Breaches in the terms and conditions of the Order.
 - 12.2.4. Non submission of acceptance of order within 7 days of order
 - 12.2.5. Excessive delay in execution of order placed by the Bank
 - 12.2.6. The Vendor/Service Provider commits a breach of any of the terms and conditions of the bid.
 - 12.2.7. The Vendor/Service Provider goes in to liquidation voluntarily or otherwise.
 - 12.2.8. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
 - 12.2.9. The progress made by the Vendor/Service Provider is found to be unsatisfactory.
 - 12.2.10. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- 12.3. Bank shall serve the notice of termination to the Vendor/Service Provider at least 30 days prior, of its intention to terminate services.
- 12.4. 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.
- 12.5. 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.

- 12.6. 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.
- 12.7. 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.
- 12.8. Notwithstanding the existence of a dispute, and/ or the commencement of negotiation and mediation proceedings, Vendor/Service Provider should continue the services. Vendor/Service Provider is solely responsible to prepare a detailed Reverse Transition plan.
- 12.9. 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.

SECTION G - GENERAL CONDITIONS

1. General Order Terms

Normally, the Order will be placed on the selected bidder as per the details given in the bid document. But, if there is any change in name/address/constitution of the bidding Firm/Company at any time from the date of bid document, the same shall be informed by the bidders to the Bank immediately. This shall be supported with necessary documentary proof or Court orders, if any. Further, if the bidding Firm/Company is undergoing any re-organization/ restructuring/ merger/ demerger and on account such a change the Firm/Company is no longer performing the original line of business, the same shall be informed to the Bank. There shall not be any delay in this regard. The decision to place orders or otherwise under such situation shall rest with the Bank and the decision of the Bank shall be final.

2. Roles & Responsibility during Project Implementation

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

2.2. The selected bidder shall take all steps to ensure safety of bidder's and the Bank's personnel during execution of the contract and also be liable for any consequences due to omission or act of the selected bidder or their sub-bidders.

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

2.4. The selected bidder has to resubmit the Undertaking of Authenticity for the proposed solution/ product/ service as per Annexure-11 along with invoice.

3. Responsibilities of the Selected Bidder

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

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

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

3.4. For smooth completion of project, the selected bidder should identify one or two of its representatives at Manipal as a single point of contact for the Bank.

4. Responsibility for Completeness

4.1. The selected bidder shall ensure that the Product provided [Hardware/ Software/ Licenses/ Services etc.] meets all the technical and functional requirements as envisaged in the scope of the RFP.

4.2. The selected bidder shall deliver the product as per Technical specification and Scope of Work described elsewhere in the RFP and arrange for user level demo at

bidder's cost as per accepted time schedules. The bidder is liable for penalties levied by Bank for any deviation in this regard. The bidder shall provide for all drivers/software required to install, customize and test the system without any further charge, expense and cost to Bank.

- 4.3. The selected bidder shall be responsible for any discrepancies, errors and omissions or other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the bank or not. The bidder shall take all corrective measures arising out of discrepancies, error and omission other information as mentioned above within the time schedule and without extra cost to the bank.

5. Inspection of Records

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

6. Negligence

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

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. Publicity

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

9. Insurance

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

10. Guarantees

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

11. Intellectual Property Rights

11.1. 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.

11.2. 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:

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

11.2.2. 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

11.2.3. 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.

11.3. 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.

11.4. 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.

12. Confidentiality and Non-Disclosure

- 12.1. The vendor/service provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business / customer information, trade secrets and process of the Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the Bank and shall be considered to be confidential and proprietary information (“Confidential Information”), and shall not in any way disclose to anyone and the same shall be treated as the intellectual property of the Bank. The Service Provider shall ensure that the same is not used or permitted to be used in any manner incompatible inconsistent with that authorized procedure/ practice by the Bank. The Confidential Information will be safeguarded, and the Service Provider will take all necessary action to protect it against misuse, loss, destruction, alteration, or deletion thereof. Any violation of the same will be liable for action under the law.
- 12.2. VENDOR/ SERVICE PROVIDER shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. VENDOR/ SERVICE PROVIDER shall suitably defend, indemnify BANK for any loss/damage suffered by BANK on account of and to the extent of any disclosure of the confidential information.
- 12.3. No Media release/public announcement or any other reference to the Contract/RFP or any program there under shall be made without the written consent of the BANK, by photographic, electronic or other means.
- 12.4. Provided that the Confidentiality Clause may not be applied to the data or information which;
- Was available in the public domain at the time of such disclosure through no wrongful act on the part of VENDOR/ SERVICE PROVIDER.
 - Is received by VENDOR/ SERVICE PROVIDER without the breach of this Agreement.
 - Is required by law or regulatory compliance to disclose to any third person.
 - Is explicitly approved for release by written authorization of the Bank.
- 12.5. Service Provider to ensure confidentiality of customer data and shall be liable in case of any breach of security and leakage of confidential customer related information
- 12.6. The vendor/service provider may disclose only the following types of data to the bank's customers and/or third parties with prior written consent of the bank: financial data, sensitive personal data, and other information explicitly permitted by the bank. All disclosures must comply with applicable laws, RBI regulations and guidelines. Prior written consent from the bank is required for any other disclosures, and detailed records of all shared data must be maintained by the service provider and shall be provided to the bank as and when required by the bank.

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

13. Exit Management Plan:

- 13.1. Vendor/Service Provider shall submit a structured & detailed Exit Management plan along with Training and Knowledge transfer for its exit initiated by the Bank.
- 13.2. 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.
- 13.3. 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.
 - 13.3.1. 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.
 - 13.3.2. 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.
 - 13.3.3. 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.
- 13.4. 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. This transition process shall be managed to ensure minimal disruption to the bank's operations and continuity of services.
- 13.5. 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.
- 13.6. The transition & exit management period will start minimum six (6) months before the expiration of the contract or as decided by Canara Bank.
- 13.7. 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.
- 13.8. 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.

- 13.9. 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.
- 13.10. Vendor/Service Provider needs to comply with Banks requirements and any statutory or regulatory guidelines during the reverse transition period.
- 13.11. The vendor/service provider shall fully cooperate with relevant authorities in the event of the bank's insolvency or resolution, including providing necessary information and support as required to facilitate the orderly transition and resolution process, ensuring minimal disruption to services and compliance with regulatory requirements.

14. Training and Handholding:

- 14.1. 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:
 - 14.1.1. Entire back-up History but not limited to archive policies, retention policies, restore policies, schedules, target storage, backup history.
 - 14.1.2. Change Request Logs
- 14.2. Assisting the new Service Provider/Bank with the complete audit of the system including licenses and physical assets
- 14.3. Detailed walk-throughs and demos for the solution/ product/ service
- 14.4. During the exit management period, the Vendor/Service Provider shall use its best efforts to deliver the services.
- 14.5. 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.
- 14.6. During Reverse transition Bank will not pay any additional cost to the Vendor/Service Provider for doing reverse transition.

15. Service Levels:

- 15.1 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.
- 15.2 In relation to any undertaking and under any circumstances, the service provider shall exercise the degree of skill, diligence, prudence, and foresight that would reasonably be expected from a highly skilled and experienced professional engaged in the same type of undertaking under similar circumstances. Further the vendor/service provider shall identify and designate skilled personnel necessary for the operation of critical functions under this agreement. Such personnel shall be considered essential and must be available to work on-site during exigencies including but not limited to emergencies and pandemics. The service provider shall provide the bank with a list of these essential personnel and any associated backup arrangements and ensure their availability as required.
- 15.3 The service provider shall wherever applicable be obligated to establish and maintain suitable back-to-back contractual arrangements with the Original Equipment Manufacturers (OEMs) to ensure that all services, warranties, and obligations stipulated in this Agreement are fully supported and enforceable by the OEMs. These arrangements shall include, but are not limited to, the OEMs' commitment to provide necessary resources, technical support, replacement parts, and any other services required to fulfil the terms of this Agreement. The Service Provider must provide evidence of such arrangements upon request and shall ensure that these agreements are in place for the duration of this contract to guarantee seamless service delivery and compliance with all contractual obligations.
- 15.4 The vendor/service provider shall deliver the agreed-upon goods and services in accordance with this agreement with respect to quality and quantity, and shall be subject to regular monitoring and reporting.

16. Business Continuity Plan:

- 16.1. The service provider/vendor/ Bidder shall develop and establish a robust Business Continuity and Management of Disaster Recovery Plan if not already developed and established so as to ensure uninterrupted and continued services to the Bank and to ensure the agreed upon service level.
- 16.2. The service provider/vendor/ Bidder shall periodically test the Business Continuity and Management of Disaster Recovery Plan. The Bank may consider joint testing and recovery exercise with the Service provider/vendor.

17. 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.

18. Adherence to Banks IS Security/Cyber Security Policies:

- 18.1. 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.
- 18.2. 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.

19. Protection of Data:

- 19.1. 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.
- 19.2. 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 manner. 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.
- 19.3. 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. Vendor/Service Provider should ensure that it is complying with applicable guidelines issued by regulatory bodies on Digital Personal Data Protection Act 2023 and its future amendments and communications.
- 19.4. The Service provider shall ensure compliance with any modifications/changes in the applicable Law by Legislators and/or regulators during the currency of the contract and the contract shall be subject to the applicable law. If any

modifications are required in existing applications/services due to change in the applicable Law by the Legislator and/or regulators, the Service provider shall make the necessary changes as per the instructions of the Bank. Payment terms for the modifications/changes necessitated due to change in applicable law shall be mutually agreed between the Bank and the Service provider. For this purpose “Applicable Law” means all 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.

20. Data Processing

- 20.1. Vendor/Service Provider shall comply with the Data Processing Terms and Conditions as furnished in Annexure-I and any other data protection laws applicable to the Services, which shall form part and parcel of this agreement.
- 20.2. Once the provisions of the Digital Personal Data Protection Act, 2023 are notified, Vendor/service Provider 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 rules framed thereunder.

21. 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.

22. Indemnity

- 22.1. 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:
- 22.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by VENDOR/ SERVICE PROVIDER;
- 22.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by VENDOR/ SERVICE PROVIDER;
- 22.1.3. 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
- 22.2. Vendor/Service Provider shall be liable for any loss caused to the bank due to any willful 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.

22.3. 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/ product/ service supplied by them.

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

22.3.2. The limits specified in above clauses shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or loss caused due to breach of confidential obligations or applicable data protection laws or commission of any fraud by the bidder or its employees or agents 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.

22.3.3. 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.

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

23. Conflict of Interest:

23.1. 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.

23.2. 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.

23.3. 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.

24. General Conditions to Contract:

- 24.1. The VENDOR/ SERVICE PROVIDER shall during the validity of this contract, provide access to all data, books, records, information, logs, alerts and business premises relevant to the service provided under this agreement to the Bank.
- 24.2. The VENDOR/ SERVICE PROVIDER shall adhere to RBI guidelines for storage of data in India as per regulatory requirements, 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, Vendor/Service Provider shall be liable to bank for any event for security breach and leakage of data/information
- 24.3. The VENDOR/ SERVICE PROVIDER shall abide/comply with applicable guidelines issued by RBI on Outsourcing of IT services vide master direction note no:RBI/2023-24/102 DoS.CO.CSITEG/SEC.1/31.01.015/2023-24 dated 10/04/2023 and its future amendments and communications.
- 24.4. No forbearance, indulgence, relaxation or inaction by any Party [BANK or VENDOR/ SERVICE PROVIDER] at any time to require the performance of any provision of Contract shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of Contract.
- 24.5. No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of Contract shall be construed as a waiver of any right under or arising out of Contract or an acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Contract.
- 24.6. All remedies of either BANK or VENDOR/ SERVICE PROVIDER under the Contract whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative and not alternative may be enforced successively or concurrently.
- 24.7. If any provision of Contract or the application thereof to any person or Party [BANK/ VENDOR/ SERVICE PROVIDER] is or becomes invalid or unenforceable or prohibited by law to any extent, this Contract shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the Contract shall be valid and binding as though such provision had not been included. Further, the Parties [BANK and VENDOR/ SERVICE PROVIDER] shall endeavour to replace such invalid, unenforceable or illegal provision by one that is valid, enforceable, and legal and achieve substantially the same economic effect as the provision sought to be replaced.
- 24.8. None of the provisions of Contract shall be deemed to constitute a partnership between the Parties [BANK and VENDOR/ SERVICE PROVIDER] and neither Party [BANK nor VENDOR/ SERVICE PROVIDER] shall have any right or authority to bind the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.
- 24.9. Contract shall not be intended and shall not be construed to confer on any person other than the Parties [BANK and VENDOR/ SERVICE PROVIDER] hereto, any rights or remedies herein.
- 24.10. Contract shall be executed in English language in 1 (one) original, the BANK receiving the duly signed original and VENDOR/ SERVICE PROVIDER receiving the duly attested photocopy.

- 24.11. The vendor/service provider shall comply with all applicable provisions of the Information Technology Act, 2000 and any amendments thereto. This includes adhering to regulations and standards set forth under the Act concerning data protection.
- 24.12. The 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.
- 24.13. Further Vendor/Service Provider the agrees that the guidelines issued by various regulators/government authorities/enforcement agencies etc. from time to time shall form part and parcel of this agreement and shall adhere to the same.
- 24.14. Bidder has to deploy excess resource whenever feel to complete project on time or beforetime as per bank requirement. Bank will not pay any additional cost for it.

25. Force Majeure

- 25.1. 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.
- 25.2. 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.
- 25.3. 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.
- 25.4. 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.

26. Responsibilities of the Bidder

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

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

27. Corrupt and Fraudulent Practices

- 27.1. Vendor/Service Provider shall at all times observe the highest standard of ethics during the entire contract period.
- 27.2. Vendor/Service Provider shall ensure compliance of CVC guidelines issued or to be issued from time to time.

28. Amendments to the Purchase Order

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

29. Amendments to the Agreement

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

30. Modification/Cancellation of RFP

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

31. Social Media Policy

31.1. No person of the bank or the contractors and third parties shall violate the social media policy of the bank.

31.2. The following acts on the part of personnel of the bank or the contractors and third parties shall be construed as violation of social media policy:

31.2.1. Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.

31.2.2. 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.

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

31.2.4. 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.

32. Resolution of Disputes

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

33. Legal Disputes 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 Mangaluru, and the parties agree to submit themselves to the jurisdiction of such court as this Contract shall be governed by the laws of India.

34. Bidder Conformity

- 34.1. Bidder should ensure that, it is complying with applicable guidelines issued by RBI on outsourcing of IT services vide master direction note no: RBI/2023_24/102DoS.CO.CSITEG/SEC.1/31.01.015/2023-24 dated 10/04/2023 and its future amendments and communications.
- 34.2. Bidder should ensure to adhere applicable regulatory guidelines for storage of data in India as per regulatory requirements, 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, Vendor will be liable to bank for any event for security breach and leakage of data/information.
- 34.3. Bidder should ensure that, it is complying with applicable guidelines issued by regulatory bodies on Digital Personal Data Protection Act 2023 and its future amendments and communications.

35. Human Resource Requirement

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

- 35.1. The selected bidder shall provide a contingent of well trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc. as part of the solution/service.
- 35.2. The selected bidder shall confirm that every person deployed by them on the project has been vetted through a third-party background check prior to their engagement. The bidder shall manage the activities of its personnel or others engaged in the project, etc. and shall be accountable for all the personnel deployed/engaged in the project.
- 35.3. In case the performance of the bidder/their CSP/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, the bidder shall have to replace the said person within the time limits stipulated by the Bank. Where the bidder fails to comply with the Bank's request, the Bank may replace the said person or their agents/employees on its own.
- 35.4. No right to employment in the Bank shall accrue or arise to the employees or agents of the bidder, by virtue of engagement of employees, agents, etc. of the bidder for any assignment under this project. It is further clarified that the arrangement herein with the bidder is a contract for service.
- 35.5. The selected bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for all critical activities.
- 35.6. The selected bidder has to submit following KYC documents of resources engaged:
 - 35.6.1. Resume latest (Candidate Photograph should be part of Resume only) and Print should be in color only.
 - 35.6.2. Address Proof (Local and Permanent)- Duly attested photocopy by candidate and bidder HR.
 - 35.6.3. Aadhaar Card - Duly attested photocopy by candidate and bidder HR.

35.6.4.Passport - Duly attested photocopy by candidate and bidder HR.

35.6.5.Background Police Verification report - Duly attested photocopy by candidate and bidder HR.

- 35.7.** The selected bidder shall extend all of the outsourced banking and financial services by deploying such personal that have high integrity and meet the qualifications and other criteria stipulated by the Reserve Bank of India , Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948.

SECTION H- PURCHASE PREFERENCE

Purchase Preference to Micro and Small Enterprises (MSEs), Start-ups, Women, SC/ST and Purchase Preference linked with Local Content (PP-LC) shall be applicable subject to full compliance of other terms and conditions of the RFP and Contract. The terms and conditions applicable as per the Government of India Guidelines on Purchase Preference.

1. Micro & Small Enterprises [MSEs]:

- 1.1.** From time to time, the Government of India (Procuring Entity) lays down procurement policies to help inclusive national economic growth by providing long-term support to micro, small and medium enterprises and disadvantaged sections of society . The Procurement Policy for Micro and Small Enterprises, 2012 [amended 2018 and 2021] has been notified by the Government in exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006. Details of the policy along with the amendments issued in 2018 and 2021 are available on the MSME website.
- 1.2.** Under the amended Public Procurement Policy for MSEs, Order 2012, the Central Government Ministries/ Departments/ Public Sector Undertakings shall procure a minimum of 25 per cent of their annual value of goods or services from MSEs. (In accordance with General Financial Rules, 2017, Rule 153-(ii)).
- 1.3.** Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy. MSEs would be treated as owned by SC/ ST or Women entrepreneurs:
- 1.3.1.** In the case of proprietary MSE, proprietor(s) are SC /ST or Woman;
- 1.3.2.** In the case of partnership MSE, the SC/ ST or Women partners hold at least 51% (fifty-one per cent) shares in the unit;
- 1.3.3.** In the case of Private Limited Companies, SC/ ST or Women promoters hold at least 51% (fifty-one per cent) share.
- 1.4.** It is mandatory to disclose the status as SC/ST/Women for in Udyam Registration.
- 1.5.** The Policy is applicable to all the Central Government Ministries/ Departments/ CPSUs. However, the policy is not applicable to State Government Ministries/ Departments/ PSUs.
- 1.6.** MSEs should provide proof of their being registered as MSE for the item under RFP along with their offer, with any agency mentioned in the Notification, including:
- 1.6.1.** District Industries Centres or

- 1.6.2. Khadi Village Industries Commission or
 - 1.6.3. Khadi & Village Industries Board or
 - 1.6.4. Coir Board or National Small Industries Corporation or
 - 1.6.5. Directorate of Handicrafts & Handloom or
 - 1.6.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
 - 1.6.7. Udyam Registration Certificate
- 1.7. MSEs are exempted from paying EMD, subject to furnishing of Valid certificate for claiming Exemption.
 - 1.8. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of two years from being eligible to submit Bids for contracts with Canara Bank as per Annexure-4.
 - 1.9. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.
 - 1.10. The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.
 - 1.11. Additionally, the terms and conditions of the GTC (GeM terms & conditions) with regard to the MSEs exemption enshrined in the GeM portal (gem.gov.in) shall be applicable.
- 2. Start-up:**
- 2.1. Applicable for Indian Bidders only as defined in gazette notification no. D.L-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.
 - 2.2. As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Start-ups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in RFP document.
 - 2.3. Relaxation to Start-ups: As per manual of procurement, the Procuring Entity reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises recognized by Department for Industry & Internal Trade (DPIIT), subject to meeting of quality & technical specifications. Start-ups may be MSMEs or otherwise. The decision of the Procuring Entity in this regard shall be final
 - 2.4. Start-ups are exempted from submission of EMDs.
 - 2.5. For availing the relaxations, Bidder is required to submit requisite certificate towards Start-up enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce.
 - 2.6. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of

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

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

Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 19/07/2024 has notified revised guidelines to be followed to promote manufacturing and production of goods and services in India under “Make in India” initiative.

- 3.1. “Local content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- 3.2. “Class-I local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, meet the minimum local content as prescribed for ‘Class-I local supplier’ under the Public Procurement (Preference to Make in India), Order 2017.
- 3.3. “Class-II local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for ‘Class-II local supplier’ but less than that prescribed for ‘Class-I local supplier’ under the Public Procurement (Preference to Make in India), Order 2017.
- 3.4. “Non-Local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for ‘Class II local supplier’ under the Public Procurement (Preference to Make in India), Order 2017.
- 3.5. The ‘local content’ requirement to categorize a supplier as ‘Class I Local Supplier’ is minimum 50%. For ‘Class-II Local supplier’ the ‘local content’ requirement is minimum 20%.
- 3.6. The margin of Purchase preference shall be 20%.
- 3.7. Purchase preference for local supplier, self-certification, compliance, monitoring and other terms & conditions shall be as per the aforesaid Guidelines/Notifications. The Guidelines may be treated as an integral part of the RFP documents.
- 3.8. The ‘Class -I Local supplier’/’Class -II Local supplier’ at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for ‘Class -I Local supplier’/’Class-II Local supplier’ as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- 3.9. In cases of procurement for a value in excess of Rs.10 Crores, the ‘Class-I Local supplier’/’Class -II local supplier’ shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost account or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

- 3.10.** False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules issued by the Ministry of Finance for which a Bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- 3.11.** All the relevant documents/information regarding claim for preferential treatment under this policy must be submitted along with offer by the tenderers. Post tender submission of these information/documents shall not be considered. Further firms seeking these considerations shall be completely responsible for the truthfulness and authenticity of their claim for these benefits.
- 3.12.** The Bidders complying with all the guidelines in this regard and providing supporting documents along with the bid can only participate in this bid.
- 3.13.** Canara Bank has the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain complete back up calculation.

Annexure-1
Bid Covering Letter

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

Reference No:

Date:

To

The General Manager,
Canara Bank,
Circle Office,
Technology Management Section,
Light House Hill, Balmatta Road
Mangalore 575001, Karnataka.

Dear Sir,

SUB: Supply, Installation, Configuration and Maintenance of 130 Nos. Of All-In-One Desktop Computers with Three Year Warranty in Canara Bank

Ref: RFP/GEM/2025/B/6818385 dated 24/10/2025

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

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

If our offer is accepted, we undertake to complete the formalities of deliverables as per timelines mentioned in the RFP for each ordered location.

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

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

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

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

We will not sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (refer: F/No.6/18/2019-PPD dated 23/07/2020 of Public Procurement Division, Department of Expenditure, Ministry of Finance). We further understand that any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

We also confirm that, we will not sub contract part or complete assignment Consultancy to any other agency or individual without obtaining prior permission of the Bank.

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

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

Date:
Place:

Signature with seal
Name:
Designation:

Annexure-2
Pre-Qualification Criteria

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

SUB: Supply, Installation, Configuration and Maintenance of 130 Nos. Of All-In-One Desktop Computers with Three Year Warranty Canara Bank

Ref: RFP/GEM/2025/B/6818385 dated 24/10/2025

We have carefully gone through the contents of the above referred RFP along with replies to pre-bid queries & amendment, if any and furnish the following information relating to Pre-Qualification Criteria.

Sl. No.	Qualification Criteria	Documents to be submitted In compliance with Qualification Criteria	Bidders Response
1.	The Bidder (including OEM and OSD/OSO ,if any)should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 19/07/2024.	Certificate of local content to be submitted as per Annexure-5 as applicable.	
2.	The Company operating should be legally compliant company and can be: a. A partnership firm or a Limited Liability Partnership duly registered under the Limited Liability Partnership Act, 2008. (OR) b. Company duly registered in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013. (OR) c. Proprietorship firm duly registered under the applicable shops and commercial Establishments Act and should be compliant to all the applicable laws.	Copy of Certificate of FIRM/LLP registration. (OR) Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company or Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies. (OR) Copy of Certificate of registration under and Certificate of Commencement of business in case of Public Limited Company or Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies. For (c) Documentary proof for confirming registration of Proprietorship firm (e.g., Copy of Certificate of registration under shops and commercial Establishments Act., GST etc.)	
3.	If not a group of company, Bidder Company shall not be owned or controlled by any Director, or Key managerial personnel of the Canara Bank or their relatives.	Letter of Undertaking in company's letter head has to submit in this effect.	

Sl. No.	Qualification Criteria	Documents to be submitted In compliance with Qualification Criteria	Bidders Response
4.	The bidder should provide confirmation that any person/ Partnership/ LLP/ Company including any subsidiary or holding company/ proprietorship connected to bidder directly or indirectly has not participated in the bid process.	The bidder should submit letter of confirmation on the Company's letter head to this effect.	
5.	The bidder should have an average annual turnover of Rs.1 Crores during last 3 financial years (i.e., 2021-22 & 2022-23, 2023-24) from Indian operations. This must be the individual company turnover and not of any group of companies.	Bidder should submit Audited Balance Sheet copies for last 3 financial years i.e., 2021-22 & 2022-23, 2023-24 along with certificate from the Company's Chartered Accountant to this effect with Unique Document Identification Number.	
6.	The Net Worth of bidder firm should not be negative as on 31/03/2024 and also should have not been eroded by more than 30% (thirty per cent) in the last three years, ending on '31/03/2024'.	The bidder should submit certificate from the Company's Chartered Accountant with UDIN to this effect.	
7.	Bidder shall be the Original Equipment Manufacturer (OEM) of the offered Product. (OR) An authorized partner/dealer/distributor of the offered Product.	If the applicant is OEM, an Undertaking Letter has to submit in this effect. (OR) If the bidder is an authorized partner/ dealer/ distributor, an authorization letter from their OEM/ OSO/ OSD to deal/market their product in India and it should be valid for entire contract period from the date of submission of the bid.	
8.	The Bidder/ OEM should have supplied at least 100 All-In-One Desktop Computers in single/cumulative order to at least one (01) Scheduled Commercial Banks/ PSU/ BFSI in India during last three years as on the date of submission of bid.	The bidder has to provide relevant purchase order/ work order / engagement letter along with satisfactory project completion certificate/ Reference letter from the Concerned Organization/Email reference from the client clearly specifying the no. of All-In-One Desktop Computers supplied. <i>Kindly note that that Client's Email should be from their official Email IDs only, containing their name, designation & Contact number.</i>	
9.	Any Bidder (including OEM and OSD/OSO, if any) from a country which shares a land border with India will be eligible to bid, only if the Bidder (including OEM and OSD/OSO) are registered with the Competent	A declaration stating "We have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India. We further certify that we and	

Sl. No.	Qualification Criteria	Documents to be submitted In compliance with Qualification Criteria	Bidders Response
	<p>Authority. Bidder (entity) from a country which shares a land border with India means:</p> <p>a. An entity incorporated, established or registered in such a country; or</p> <p>b. A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d. An entity whose beneficial owner is situated in such a country; or</p> <p>e. An Indian (or other) agent of such an entity; or</p> <p>f. A natural person who is a citizen of such a country; or</p> <p>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p>	<p>our OEM are not from such a country or if from such a country, has been registered with Competent Authority. We hereby certify that we and our OEM fulfils all requirements in this regard and are eligible to be considered" to be submitted in Company's letter head.</p> <p>[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]</p>	
10.	<p>Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP.</p>	<p>The Bidder should submit self-declaration on the Company's letter head to this effect.</p>	
11.	<p>Authorization Certificate - Whether the Bid is authenticated by authorized person.</p>	<p>Bidder to submit a copy of the Board Resolution and the Power of Attorney and KYC documents evidencing the authority delegated to the authorized signatory.</p>	
12.	<p>The Bidder/OEM should have their own OEM/Franchise Service /Support Office in at least 15 of the total number of states/Union territories.</p>	<p>The Bidder to submit the details viz., Address, phone no., email id and contact person Name & Mobile no. etc.</p>	

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

Date:
Place:

Signature with seal
Name:
Designation:

Annexure-3
Bidder's Profile

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

SUB: Supply, Installation, Configuration and Maintenance of 130 Nos. Of All-In-One Desktop Computers with Three Year Warranty in Canara Bank

Ref: RFP/GEM/2025/B/6818385 dated 24/10/2025

Sl. No.	Particulars	Details
1)	Name of the Bidder Firm/ Company	
2)	Constitution (Ltd./Pvt. Ltd./ Firm etc.)	
3)	Date of Incorporation and / or Commencement of business with supporting documents	
4)	Certificate of Incorporation Number (CIN)	
5)	Name of commercial banks/organizations where proposed product is supplied	
6)	Whether registered as MSE for the item under the RFP? (Proof of registration as MSE for the item under the RFP)	
7)	Whether recognized as a Start-up by Department of Industrial Policy and Promotion (DIPP)? (Proof of such recognition, indicating terminal validity date of registration)	
8)	Address for Correspondence: Registered Office: Corporate Office:	
9)	Single Point of contact for this RFP Name: Designation: Mobile No.: Landline No.: Fax: Email-ID (any changes in the above should be informed in advance to Bank)	

10)	PAN number GSTIN <u>Beneficiary Bank Details</u> Beneficiary Name Beneficiary Account Number Type of Account (OD/OCC etc.) IFSC Name of the Bank and Branch address	
-----	--	--

Wherever applicable submit documentary evidence to facilitate verification.

We hereby declare 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 Bid is liable to be rejected.

Date:
Place:

Signature with seal
Name:
Designation:

Annexure-4

Bid Security Declaration

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

To,
The General Manager,
Canara Bank,
Circle Office,
Technology Management Section,
Light House Hill, Balmatta Road
Mangalore 575001, Karnataka

SUB: Supply, Installation, Configuration and Maintenance of 130 Nos. Of All-In-One Desktop Computers with Three Year Warranty in Canara Bank

Ref: RFP/GEM/2025/B/6818385 dated 24/10/2025

Dear Sir,

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

Place:

[Signature of Authorised Signatory]

Date:

Name:

Designation:

Seal:

Annexure-5

Make in India Certificate

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

Bidder's Reference No. _____

Date:

To,
The General Manager
Canara Bank,
Circle Office,
Technology Management Section,
Light House Hill, Balmatta Road

Mangalore 575001, Karnataka

SUB: Supply, Installation, Configuration and Maintenance of 130 Nos. Of All-In-One Desktop Computers with Three Year Warranty in Canara Bank

Ref: RFP/GEM/2025/B/6818385 dated 24/10/2025

Dear Sir/Madam,

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

1. In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 19.07.2024 and its amendments, we hereby certify that we M/s _____ are local supplier meeting the requirement of minimum local content i.e., _____% against Canara Bank Tender No..... dated..... We qualify as a _____ (Class-I or Class II) local supplier. Details of location at which local value addition will be made as follows:
_____.
2. We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
3. We have submitted the details indicating total cost value of inputs used, total cost of inputs which are locally sourced and cost of inputs which are imported, directly or indirectly with the commercial proposal.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal

Annexure-6

List of Major Customers of the bidder in last 3 Years and references

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

SUB: Supply, Installation, Configuration and Maintenance of 130 Nos. Of All-In-One Desktop Computers with Three Year Warranty in Canara Bank

Ref: RFP/GEM/2025/B/6818385 dated 24/10/2025

Sl. No.	Name and complete Postal Address of the Customer	Name, Designation, Telephone, Fax, Telex Nos., e-mail address of the contact person (customer)	Nature and Description of the business during last 3 years	Satisfactory Letter from customer to be Enclosed or Purchase Orders to be enclosed
1	2	3	4	5

Place:
Date:

[Signature of Authorized Signatory of Bidder]

Name:
Designation:
Seal

Annexure-7
Office Details

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

SUB: Supply, Installation, Configuration and Maintenance of 130 Nos. Of All-In-One Desktop Computers with Three Year Warranty in Canara Bank

Ref: RFP/GEM/2025/B/6818385 dated 24/10/2025

Sl. No.	Name of the Office	Address and Telephone No's	E-mail ID of office	Number of employees under the jurisdiction
1.	Mangalore			
2.	Others (specify)			

Date:
Place:

Signature with seal
Name:
Designation:

Annexure-8
Scope of Work

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

SUB: Supply, Installation, Configuration and Maintenance of 130 Nos. Of All-In-One Desktop Computers with Three Year Warranty in Canara Bank

Ref RFP/GEM/2025/B/6818385 dated 24/10/2025

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

Sl. No.	Broad Scope of Work	Compliance (Yes/No)
1.	The Scope of the work is for Supply, Installation and Maintenance of All-in-One Desktop Computers as per the quantity.	
2.	The Bidder should maintain the system during warranty period. During the warranty period, the Bidder is bound to do all hardware spares replacement without extra cost to Bank covering all parts & labor from the date of acceptance of the systems by Canara Bank at the respective locations i.e. on-site comprehensive warranty.	
3.	The Bidder shall deliver All-in-One Desktop Computers at the respective locations as per the Delivery Schedule on receipt of the Purchase Order from the Bank.	
4.	For each location, the Bidder is expected to provide All-in-One Desktop Computers with the related hardware, all subsystems, operating systems, system software, software drivers and manuals etc. The software version installed on the All-in-One Desktop Computers provided by the Bidder should be uniform.	
5.	The Bidder will be the single point of contact to the Bank.	
6.	The configuration as per the technical and other specifications of the All-in-One Desktop Computers must be functional and installed from the day one.	
7.	In case hard disk of the All-in-One Desktop Computer is to be replaced, Bank will degauss the Hard Disk. Only degaussed hard Disk will be returned to the successful Bidder after installation of new Hard Disk and required installation (including OS & Software).	
8.	Installation/Configuration of Existing Antivirus solution (Bank is having necessary License) and Migrating the All-in-One Desktop Computers to Desktop Management System (DMS). Migration steps will be provided to the selected Bidder.	
a	The Customized Windows 11 Professional OS Image DVD (with preinstalled applications & settings) will be provided by the Bank at the time of awarding Purchase order (For the selected Bidder). The Image provided by the bank only should be used for installation of All-in-One Desktop Computers of Canara Bank only.	
b	The Bidder has to follow the guidelines of the Bank such as providing "HOST NAME", "Updating Antivirus definition" etc., as per the Bank's policy during the downgrade process.	
9.	The bidder(s) must undertake to provide Post Warranty on-site Maintenance Support for supplied All-in-One Desktop Computers with operating system and arrange for spare parts for a minimum period of 2 year after expiry of warranty period for all Hardware items. The Bidder shall provide service/support from 9 am to 7 pm on all Bank's working day for Branches / Offices with maximum resolution/response time specified in the RFP.	

10.	The successful Bidder has to ensure the transferring of Data/Files/installed software from old Desktop Computers (if any) to the supplied All-in-One Desktop Computer as required by the Bank. Data transfer shall be done through USB or LAN without any extra cost. The successful Bidder is also required to transfer user files to new All-in-One Desktop Computers from old Desktop Computers in branch/office and after data transfer the old Desktop Computers should be formatted without any additional cost.	
11.	Bidder has to arrange for taking backup of existing Desktops for data migration from the existing machine to new machine in case of replacement of Desktops Computers. The following activity also to be completed by the Bidder while installation of the Desktops in the Branches / Offices :-	
a	Installation of MS Office (Wherever required).	
b	Installation of Antivirus.	
c	Installation of Unicode Hindi fonts and other utilities.	
d	Making necessary configuration required for working of FlexCube and Biometric device installation and ensure functioning of CBS application	
e	Joining with Bank's Active Directory and PC naming.	
f	IE Settings, Printer settings, Email Configuration etc. to be done and the same will be provided to the bidder.	
g	The required software will be provided by the bank. Bidder has to update the OS patches also for entire contract period.	
12.	Installation/reinstallation of Operating System after formatting of the All-in-One Desktop Computers due to any reason whatsoever during warranty/ (if contracted) shall be done by the bidder without any extra cost to the Bank. Before formatting, backup of data and restoration of data after OS installation is bidder's responsibility. After Installation/ or reinstallation bidder has to complete the activity and /or install the software mentioned in Scope of Work.	
13.	In case of Replacements of old Hardware Items with the newly ordered Hardware Items in the Branches/Offices. The end-to-end activity to be taken care by the selected bidder and all the charges related to the activity to be included in the cost price of the item itself, whether it is explicitly mentioned in the RFP or not. Bank will not pay any extra cost for the same.	
14.	Replacement of existing old hardware items should be done with minimum disturbance to the Branches/Offices so as to ensure smooth functioning of the Branch/Office during the replacement process.	
15.	The Bidder's scope of work as per the conditions of RFP and technical specifications shall be to supply & Installation of ordered Equipment, transportation, transit insurance, local delivery, storage and installation insurance up to acceptance by the Bank and also includes documentation, warranty, annual maintenance(if contracted).	
16.	The Bidder has to supply all the Hardware Items to the ordered locations as per the Technical Specifications mentioned in the Annexure-9 .	
17.	The Bidder shall be fully responsible for Delivery, Installation and Maintenance of the ordered Hardware Items.	
18.	The Bidder shall provide all other required equipment and services if any, whether or not explicitly mentioned in this RFP, to ensure	

	the successful installation and functioning of the Hardware Items ordered to the respective Branches/Offices.	
19.	All the items (Hardware & Software) would be covered under comprehensive warranty/AMC except consumables. If there is any gap between Bank's requirement and OEM warranty then it will be the responsibility of bidder to fill up the gap.	
20.	Successful bidder will be responsible for affixing asset tags and complete inventory details of each hardware equipment supplied to the Bank. The Asset Tags so printed by the successful bidder must have the company's logo along with other details like warranty/, call logging no., mail id etc. The asset tag details for the Hardware would be mutually decided by the Bank and the successful bidder.	
21.	During the warranty period, the selected bidder has to do Preventive Maintenance (PM) as decided by the Bank, minimum once on quarterly basis for the All In One PC (AIO) supplied and submit the reports while claiming warranty payment	

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

Date:
Place:

Authorized signatory
Name:
Designation:
Company seal:

Annexure-9

Technical and Functional Requirements

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

SUB: Supply, Installation, Configuration and Maintenance of 130 Nos. Of All-In-One Desktop Computers with Three Year Warranty in Canara Bank

Ref: RFP/GEM/2025/B/6818385 dated 24/10/2025

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

Technical Specification of All-In-One Desktop Computer

Sl. No.	Item	Description	Details of offered Product	Bidder's Response
1.	Make & Model	Must be specified. All the relevant product brochures and manuals must be submitted.		
2.	Model Name & No.	Must be specified		
3.	Form Factor	"All-in-one" with USB key board and mouse. All-in-One with height adjustable stand and tilt feature.		
4.	Monitor	Minimum 23.8" with Antiglare and LED Backlight. Aspect Ratio of 16:9, 1000:1 (Contrast Ratio). Resolution Full HD (1920x1080), Built in speaker.		
5.	CPU	1. Intel® Core™ 14 th Gen i5-14500T processor or higher. 2. Equivalent AMD Ryzen 5 8000 Series Processor or higher. 3. If Bidder is quoting an equivalent or higher processor, the Bidder has to submit the Benchmark Certificate (with benchmarking score) from anyone of the following two benchmarking agencies		

		<p>stating that the quoted Processor is an equivalent or higher processor.</p> <p>a. Sys Mark 2018</p> <p>b. PC Mark 10.</p> <p>4. Bidder should quote Processor with Minimum specification of “4.80 GHz turbo frequency, 4.20 Ghz Turbo frequency, 24MB Cache, 14 cores, 20 threads”</p>		
6.	Memory	Minimum 1X16 GB DDR5 RAM-2666 MHz expandable upto 64 GB or more with minimum 2 DIMM Slots.		
7.	Mother Board	System should be able to support OS - 64 bit.		
8.	Chipset	<p>Intel B Series or higher chipset/ AMD Pro 665 or equivalent Chipset.</p> <p>Processor and Chipset should be from same OEM.</p>		
9.	Graphics	Intel UHD Graphics or equivalent AMD Radeon or higher		
10.	Processor Thermal Design Power (TDP)	65 W or less		
11.	Bus architecture	Integrated/On Board Graphics, 1 PCI / PCI E mini (optional) or higher.		
12.	Hard Disk Drive	Minimum 512 GB Nvme SSD		
13.	Networking facility	100/1000 Mbps integrated Ethernet card with remote booting facility, remote system installation, remote wake up compatible		
14.	Wireless Connectivity	Integrated wireless wifi 6E dual band		
15.	Ports	<p>1. Five (5) USB ports or higher on board (min. 2 USB 3.0 ports) / Four (4) USB ports on board (min. 2 USB 3.0 ports) and USB 3.0 Hub with minimum 35cms cable (min. 4 ports)</p> <p>2. One (1) serial audio ports for microphone & head phones / (Combo)</p> <p>3. Rj45 Ethernet port,</p>		

		4. HDMI 2.0 or above / Display Port.		
16.	Camera	5MP webcam and integrated microphone		
17.	Key Board	104 Keys Mechanical (Windows & Linux Compatible) with Rupee symbol on keyboard with 50 Million characters keystroke life.		
18.	Mouse	Two button optical scroll Mouse of OEM Make with Mouse Pad.		
19.	Power Supply	OEM Standard External Power Supply (Adaptor with Input :100-240 V, 50-60 Hz).		
20.	Operating System (OS)	Genuine Windows 11 Professional 64 Bit should be pre-installed in the All-in-One Desktop Computers. Recovery media should be loaded in the D drive of the Hard Disk of the All-in-One Desktop Computers..		
21.	Certifications	BIS, BEE/Energy star, RoHS, EPR and any other Indian Certificate		
22.	Other Technical Requirements	<ol style="list-style-type: none"> OS installation/re-installation should be done by the successful bidder in case of any error/corrections/corruption in OS without any extra cost to the Bank. Bank will inform the partition at the time of placing LOI/Order. Bidder has to configure the Backup of the Drive in the nearest AIO/PC available at the Branch/Office. 		
23.	Security	TPM 2.0 Security Chip (discrete/ integrated/ firmware).		

Declaration:

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

Date:
Place:

Authorised signatory
Name:
Designation:
Company seal:

Annexure-10

Non-Disclosure Agreement

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

SUB: Supply, Installation, Configuration and Maintenance of 130 Nos. Of All-In-One Desktop Computers with Three Year Warranty in Canara Bank

Ref RFP/GEM/2025/B/6818385 dated 24/10/2025

WHEREAS, we, _____,
having Registered Office at _____, hereinafter referred to as the Bidder, are agreeable to the formalities of deliverables as per timelines mentioned in the RFP for each ordered locations to Canara Bank, having its office at Circle Office, Mangalore ,Light House Hill, Balmatta Road, Mangalore 575001 hereinafter referred to as the BANK and,

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

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

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

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

Date:
Place:

Signature with seal
Name:
Designation:

Annexure-11

Undertaking of Authenticity

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

SUB: Supply, Installation, Configuration and Maintenance of 130 Nos. Of All-In-One Desktop Computers with Three Year Warranty in Canara Bank

Ref: RFP/GEM/2025/B/6818385 dated 24/10/2025

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

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

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

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

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

Date:
Place:

Signature with seal
Name:
Designation:

Annexure-12

Compliance Statement

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

SUB: Supply, Installation, Configuration and Maintenance of 130 Nos. Of All-In-One Desktop Computers with Three Year Warranty in Canara Bank

Ref: RFP/GEM/2025/B/6818385 dated 24/10/2025.

DECLARATION

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

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

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

Date:
Place:

Signature with seal
Name:
Designation:

Annexure-13

Undertaking Letter

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

SUB: Supply, Installation, Configuration and Maintenance of 130 Nos. Of All-In-One Desktop Computers with Three Year Warranty in Canara Bank

Ref: RFP/GEM/2025/B/6818385 dated 24/10/2025

- 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 we become successful bidder, we will submit Due-Diligence Report from any RBI Accredited/ SEBI registered Credit rating agencies in India as per Annexure-18. of the RFP.

Date:
Place:

Signature with seal
Name:
Designation:

Annexure-14
Escalation Matrix

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

SUB: Supply, Installation, Configuration and Maintenance of 130 Nos. Of All-In-One Desktop Computers with Three Year Warranty in Canara Bank

Ref: RFP/GEM/2025/B/6818385 dated 24/10/2025

Name of the Bidder Firm:

Delivery Related Issues:

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

Service-Related Issues:

Sl. No.	Name	Level of Contact	Office Postal Address	Phone No.	Mobile No.	Fax	Email address
a.		First Level Contact					
b.		Second level contact (If response not received in 4 Hours)					
c.		Regional/Zonal Head (If response not received in 24 Hours)					
d.		Country Head (If response not received in 48 Hours)					

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

Date:
Place:

Signature with seal
Name:
Designation:

Annexure-15

Manufacturer Authorization Form

[Should be submitted on the letterhead of the OEM/OSO/OSD and signed by an Authorized Signatory of the OEM/OSO/OSD]

No. _____ dated _____

The General Manager,
Canara Bank,
Circle Office,
Technology Management Section,
Light House Hill, Balmatta Road
Mangalore 575001, Karnataka

Dear Sir,

SUB: Supply, Installation, Configuration and Maintenance of 130 Nos. Of All-In-One Desktop Computers with Three Year Warranty in Canara Bank

Ref: RFP/GEM/2025/B/6818385 dated 24/10/2025.

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

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

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

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

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

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

Annexure-16

Bill of Material

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

SUB: Supply, Installation, Configuration and Maintenance of 130 Nos. Of All-In-One Desktop Computers with Three Year Warranty Canara Bank

Ref: RFP/GEM/2025/B/6818385 dated 24/10/2025

Notes

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

Cost of All-In-One Desktop Computers with Comprehensive Warranty of 3 year

[Amount in Indian Rupees]

Sl. No.	Item details	Qty#	Unit price of All-In-One Desktop Computers (excl. of taxes)	Total cost of All-In-One Desktop Computers (excl. of taxes)	Tax for column "c"		Total cost of All-In-One Desktop Computers (incl. of tax)
					% Of tax	Tax amt.	
		a	b	c=a*b	d	e	f=c+e
1.	Cost of All-In-One Desktop Computers with comprehensive warranty of 3 year	130					
2.	Total Cost of All-In-One Desktop Computers with Comprehensive Warranty of 3 year						

Bank at its discretion may procure additional quantity of All-In-One Desktop Computers during the contract period at the same unit cost/rate quoted above. Charges mentioned in above Table for All-In-One Desktop Computers should be valid for the duration of the contract period. Payments will be made based on actual All-In-One Desktop Computers supplied.

NOTE: All other Taxes / Duties / levies and charges for packing, forwarding, freight, transit insurance, loading and unloading, should be included in the Bid price.

Undertaking

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

Date:
Place:

Signature with seal
Name:
Designation:

Annexure-17
Letter for EMD Return (if applicable)
[On Firm's / Company's letter head]

To
The General Manager,
Canara Bank,
Circle Office,
Technology Management Section,
Light House Hill, Balmatta Road
Mangalore 575001, Karnataka

Dear Sir,

SUB: Supply, Installation, Configuration and Maintenance of 130 Nos. Of All-In-One Desktop Computers in Canara Bank

Ref: RFP/GEM/2025/B/6818385 dated 24/10/2025.

We _____ (Company Name) had participated in the Request for Proposal (RFP) for Supply, Installation, Configuration and Maintenance of 130 Nos. Of All-In-One Desktop Computers with Three Year Warranty in Canara Bank

Details of EMD submitted are as follows:

Sl. No.	Bidder Name	BG/DD/NEFT/RTGS Ref No.	Drawn on Bank Name	Date of BG/DD/NEFT/RTGS	Amount in Rupees

Bank details to which the EMD amount to be returned via NEFT/RTGS are as follows:

Account Title/Name	
Account Number	
IFSC Code	
Account Type	
Name of the Bank with Branch Address	

Declaration:

1. We here by note that the EMD submitted will be returned as per the terms and conditions of the RFP.
2. 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 Bank is not liable under any circumstances.

Date:
Place:

Signature with seal
Name:
Designation:

Annexure-18
[DUE DILIGENCE REPORT]

To
The General Manager,
Canara Bank,
Circle Office,
Technology Management Section,
Light House Hill, Balmatta Road
Mangalore 575001, Karnataka

Dear Sir,

SUB: Supply, Installation, Configuration and Maintenance of 130 Nos. Of All-In-One Desktop Computers with Three Year Warranty in Canara Bank

Ref: RFP/GEM/2025/B/6818385 dated 24/10/2025

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	

We hereby comply with each point mentioned above without any deviations.

Date:

Signature with seal

Name:

Designation:

fAppendix -A
Instructions to be noted while preparing/submitting Part A - Technical Proposal

All the Annexures should be submitted in Bidder's Letter Head with seal and signature of the authorized signatory.

- 1) Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD / Exemption Certificate.
- 2) Power of Attorney / Authorization letter signed by the Competent Authority with the seal of the bidder's company / firm in the name of the person signing the bid documents with supporting documents.
- 3) Bid Covering letter as per **Annexure-1**.
- 4) Compliance to Pre-Qualification Criteria declaration as per **Annexure-2** with documentary proof in support of the Pre-Qualification Criteria.
- 5) Bidder's Profile as per **Annexure-3**.
- 6) Bid Security Declaration as per **Annexure-4**.
- 7) Make in India Certificate as per **Annexure-5**.
- 8) List of major customers as per **Annexure-6**.
- 9) Office details as per **Annexure-7**.
- 10) Compliance to the Scope of Work as per **Annexure-8**.
- 11) Compliance to Technical & Functional requirements as per **Annexure-9**.
- 12) Non-Disclosure Agreement as per **Annexure-10**.
- 13) Undertaking of Authenticity as per **Annexure-11**.
- 14) Compliance Statement as per **Annexure-12**.
- 15) Undertaking Letter as per **Annexure-13**.
- 16) Escalation Matrix as per **Annexure-14**.
- 17) Manufacturer Authorization Form as per **Annexure-15**.
- 18) Masked bill of Material as per **Annexure-16**.
- 19) Letter for EMD Return as per **Annexure-17**.
- 20) Due diligence report as per **Annexure-18**.

Appendix-B

Instructions to be noted while preparing/submitting Part B - Commercial Proposal

All the Annexures should be submitted in Bidder's Letter Head with seal and signature of the authorized signatory.

1. Bill of Material as per Annexure-16.

Appendix-C
Authorization Letter Format

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

Ref No:

Date:

To
The Deputy General Manager,
Canara Bank,
Circle Office,
Technology Management Section,
Light House Hill, Balmatta Road
Mangalore 575001, Karnataka
Dear Sir,

SUB: Supply, Installation, Configuration and Maintenance of 130 Nos. Of All-In-One Desktop Computers with Three Year Warranty in Canara Bank

Ref: RFP/GEM/2025/B/6818385 dated 24/10/2025

This has reference to your above RFP.

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

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name & Designation of Authorizing Authority

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

Appendix-D
Bank Guarantee Format for Earnest Money Deposit

To:
The Deputy General Manager,
Canara Bank,
Circle Office,
Technology Management Section,
Light House Hill, Balmatta Road
Mangalore 575001, Karnataka.

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

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

THE CONDITIONS of this obligation are:

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

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

Notwithstanding anything contained herein

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

Dated _____ day of _____ 2025

(SIGNATURE & SEAL OF THE BANK)

<p>This Bank guarantee should be confirmed through SFMS by the issuing Bank and the details are as follows Name of the Bank: Canara Bank Name of the Branch: DIT Wing IFSC Code: CNRB0000007</p>
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Appendix-E
Proforma of Bank Guarantee for Contract Performance

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

To:
The Deputy General Manager,
Canara Bank,
Circle Office,
Technology Management Section,
Light House Hill, Balmatta Road
Mangalore 575001, Karnataka

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

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

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

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

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

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs_____ (Rupees_____) an amount equivalent to 5% of the Contract Price against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs_____ (Rupees_____) may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.

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

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

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

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

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

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

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

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

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, or registered post to our local address as aforesaid or by email preferably to _____ (email ID of the BG issuing bank) or by SFMS preferably to _____ (IFSC of the BG issuing bank). If sent by post it shall be deemed to have been given when the same has been posted.

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

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

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

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

Notwithstanding anything contained herein

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

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

Dated this _____ day of _____ 2025.

For and on behalf of

_____ BRANCH MANAGER SEAL ADDRESS PLACE

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

Name of the Bank: Canara Bank

Name of the Branch: TECHNOLOGY MANAGEMENT SECTION CO MANGALORE

IFSC Code: CNRB0007000

Appendix-F
DRAFT CONTRACT AGREEMENT

CONTRACT **AGREEMENT** **FOR**
..... **AS PER THE PURCHASE**
ORDER **DATED**

THIS AGREEMENT (the Agreement) executed at Mangalore 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 Centralized Procurement and Vendor Management Vertical, Technology Services Wing, Mr....., (Designation) , (hereinafter referred to as "PURCHASER") which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns and successors) of the **ONE PART**

AND

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

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

WHEREAS the Purchaser invited Bids for Products/Services VIZ, (Brief description of product/service/solutions) and has accepted the Bid by the Vendor/service provider for (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;
 - 1.4.3 the terms “hereof”, “herein”, “hereby”, “hereto” and any derivative or similar words refer to this entire Agreement;
 - 1.4.4 headings, sub-headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
 - 1.4.5 reference to any legislation or law or to any provision thereof shall include references to any such legislation or law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
 - 1.4.6 any term or expression used, but not defined herein, shall have the same meaning assigned thereto under the RFP;
 - 1.4.7 references to the word “include” or “including” shall be construed without limitation;

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

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

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

2. SCOPE OF WORK:

The scope of work shall be as Per RFP/RFQ/EOI Document/ Bid No/PO No Dated.....

3. TERM OF THE CONTRACT:

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

4. PAYMENT TERMS:

The payment terms shall be as specified in the RFP/RFQ/EOI Document/ Bid No/PO No dated

5. PENALTIES/LIQUIDATED DAMAGES:

As Per RFP/RFQ/EOI Document/ Bid No/PO No dated

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, it's 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:

9.1. 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.

9.2. In relation to any undertaking and under any circumstances, the service provider shall exercise the degree of skill, diligence, prudence, and foresight that would reasonably be expected from a highly skilled and experienced professional engaged in the same type of undertaking under similar circumstances. Further the vendor/service provider shall identify and designate skilled personnel necessary for the operation of critical functions under this agreement. Such personnel shall be considered essential and must be available to work on-site during exigencies including but not limited to emergencies and pandemics. The service provider shall provide the bank with a list of these essential personnel and any associated backup arrangements and ensure their availability as required.

9.3. The service provider shall wherever applicable be obligated to establish and maintain suitable back-to-back contractual arrangements with the Original Equipment Manufacturers (OEMs) to ensure that all services, warranties, and

obligations stipulated in this Agreement are fully supported and enforceable by the OEMs. These arrangements shall include, but are not limited to, the OEMs' commitment to provide necessary resources, technical support, replacement parts, and any other services required to fulfill the terms of this Agreement. The Service Provider must provide evidence of such arrangements upon request and shall ensure that these agreements are in place for the duration of this contract to guarantee seamless service delivery and compliance with all contractual obligations.

9.4. The vendor/service provider shall deliver the agreed-upon goods and services in accordance with this agreement with respect to quality and quantity, and shall be subject to regular monitoring and reporting.

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 day's 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 negotiation and mediation 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. This transition process shall be managed to ensure minimal disruption to the bank's operations and continuity of services.

- 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.
- 11.11. The vendor/service provider shall fully cooperate with relevant authorities in the event of the bank's insolvency or resolution, including providing necessary information and support as required to facilitate the orderly transition and resolution process, ensuring minimal disruption to services and compliance with regulatory requirements.

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 confidential information, fraud or gross negligence or wilful misconduct or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.

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 resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the VENDOR shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

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

16. BUSINESS CONTINUITY PLAN:

16.1. The service provider/vendor shall develop and establish a robust Business Continuity and Management of Disaster Recovery Plan if not already developed and established so as to ensure uninterrupted and continued services to the Bank and to ensure the agreed upon service level.

16.2. The service provider/vendor shall periodically test the Business Continuity and Management of Disaster Recovery Plan. The Bank may consider joint testing and recovery exercise with the Service provider/vendor.

17. CORRUPT AND FRAUDULENT PRACTICES:

17.1. Vendor/Service Provider shall at all times observe the highest standard of ethics during the entire contract period.

17.2. Vendor/Service Provider shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for Supply, Implementation, Migration and Support of the Solution by the Bank.

18. CONFIDENTIALITY AND NON-DISCLOSURE:

18.1. The vendor/service provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business / customer information, trade secrets and process of the Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the Bank and shall be considered to be confidential and proprietary

information (“Confidential Information”), and shall not in any way disclose to anyone and the same shall be treated as the intellectual property of the Bank. The Service Provider shall ensure that the same is not used or permitted to be used in any manner incompatible inconsistent with that authorized procedure/ practice by the Bank. The Confidential Information will be safeguarded, and the Service Provider will take all necessary action to protect it against misuse, loss, destruction, alteration, or deletion thereof. Any violation of the same will be liable for action under the law.

- 18.2. VENDOR/ SERVICE PROVIDER shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. VENDOR/ SERVICE PROVIDER shall suitably defend, indemnify BANK for any loss/damage suffered by BANK on account of and to the extent of any disclosure of the confidential information.
- 18.3. No Media release/public announcement or any other reference to the Contract/RFP or any program there under shall be made without the written consent of the BANK, by photographic, electronic or other means.
- 18.4. Provided that the Confidentiality Clause may not be applied to the data or information which;
 - a) Was available in the public domain at the time of such disclosure through no wrongful act on the part of VENDOR/ SERVICE PROVIDER.
 - b) Is received by VENDOR/ SERVICE PROVIDER without the breach of this Agreement.
 - c) Is required by law or regulatory compliance to disclose to any third person.
 - d) Is explicitly approved for release by written authorization of the Bank.
- 18.5. Service Provider to ensure confidentiality of customer data and shall be liable in case of any breach of security and leakage of confidential customer related information
- 18.6. The vendor/service provider may disclose only the following types of data to the bank's customers and/or third parties with prior written consent of the bank: financial data, sensitive personal data, and other information explicitly permitted by the bank. All disclosures must comply with applicable laws, RBI regulations and guidelines. Prior written consent from the bank is required for any other disclosures, and detailed records of all shared data must be maintained by the service provider and shall be provided to the bank as and when required by the bank.

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

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 manner. 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 Personal 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

- 23.7.** The Service provider shall ensure compliance with any modifications/changes in the applicable Law by Legislators and/or regulators during the currency of the contract and the contract shall be subject to the applicable law. If any modifications are required in existing applications/services due to change in the applicable Law by the Legislator and/or regulators, the Service provider shall make the necessary changes as per the instructions of the Bank. Payment terms for the modifications/changes necessitated due to change in applicable law shall be mutually agreed between the Bank and the Service provider. For this purpose “Applicable Law” means all 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.

24. DATA PROCESSING

- 24.1.** Vendor/Service Provider shall comply with the Data Processing Terms and Conditions as furnished in Annexure-I and any other data protection laws applicable to the Services, which shall form part and parcel of this agreement.
- 24.2.** Once the provisions of the Digital Personal Data Protection Act, 2023 are notified, Vendor/service Provider 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 rules framed thereunder.

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 by negotiation between the parties. 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 Mangalore, India . Proceedings of the mediation shall be conducted in English language.

26. 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 Mangaluru and the parties agree to submit themselves to the jurisdiction of such court as this Contract shall be governed by the laws of India.

27. 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,
Circle Office,
Technology Management Section,
Light House Hill, Balmatta Road
Mangalore 575001, Karnataka

Designated Contact Person: SENIOR MANAGER (Designation)

Phone: 0824-2863441,8129129349

Email: tmscomlr@canarabank.com

If to VENDOR/ SERVICE PROVIDER:

Registered Office Address:

Designated Contact Person: Sri. _____ (_____)

Phone: +91-_____

Email: _____

28. 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.

29. CONFLICT OF INTEREST:

29.1. 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.

29.2. 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.

29.3. 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.

30. 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	----- --	-----	-----	-----	-----	----- ---

31. GENERAL CONDITIONS TO CONTRACT:

- 31.1. The VENDOR/ SERVICE PROVIDER shall during the validity of this contract, provide access to all data, books, records, information, logs, alerts and business premises relevant to the service provided under this agreement to the Bank.
- 31.2. The VENDOR/ SERVICE PROVIDER shall adhere to RBI guidelines for storage of data in India as per regulatory requirements, 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, Vendor/Service Provider shall be liable to bank for any event for security breach and leakage of data/information
- 31.3. The VENDOR/ SERVICE PROVIDER shall abide/comply with applicable guidelines issued by RBI on Outsourcing of IT services vide master direction note no:RBI/2023-24/102 DoS.CO.CSITEG/SEC.1/31.01.015/2023-24 dated 10/04/2023 and its future amendments and communications.
- 31.4. No forbearance, indulgence, relaxation or inaction by any Party [BANK or VENDOR/ SERVICE PROVIDER] at any time to require the performance of any provision of Contract shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of Contract.
- 31.5. No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of Contract shall be construed as a waiver of any right under or arising out of Contract or an acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Contract.
- 31.6. All remedies of either BANK or VENDOR/ SERVICE PROVIDER under the Contract whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative and not alternative may be enforced successively or concurrently.
- 31.7. If any provision of Contract or the application thereof to any person or Party [BANK/ VENDOR/ SERVICE PROVIDER] is or becomes invalid or unenforceable or prohibited by law to any extent, this Contract shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the Contract shall be valid and binding as though such provision had not been included. Further, the Parties [BANK and VENDOR/ SERVICE PROVIDER] shall endeavour to replace such invalid, unenforceable or illegal provision by one that is valid, enforceable, and legal and achieve substantially the same economic effect as the provision sought to be replaced.

- 31.8.** None of the provisions of Contract shall be deemed to constitute a partnership between the Parties [BANK and VENDOR/ SERVICE PROVIDER] and neither Party [BANK nor VENDOR/ SERVICE PROVIDER] shall have any right or authority to bind the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.
- 31.9.** Contract shall not be intended and shall not be construed to confer on any person other than the Parties [BANK and VENDOR/ SERVICE PROVIDER] hereto, any rights or remedies herein.
- 31.10.** Contract shall be executed in English language in 1 (one) original, the BANK receiving the duly signed original and VENDOR/ SERVICE PROVIDER receiving the duly attested photocopy.
- 31.11.** The vendor/service provider shall comply with all applicable provisions of the Information Technology Act, 2000 and any amendments thereto. This includes adhering to regulations and standards set forth under the Act concerning data protection.
- 31.12.** The 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.
- 31.13.** Further Vendor/Service Provider the agrees that the guidelines issued by various regulators/government authorities/enforcement agencies etc. from time to time shall form part and parcel of this agreement and shall adhere to the same.
- 31.14.** The Schedules and Annexures attached to this Agreement shall form and read as an integral part of this agreement and this agreement, the schedule, instruments, undertakings or otherwise executed presently or in future, herein contemplated to be entered into among, by or with the Parties hereto constitute the entire Agreement between the Parties.

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-I

Data Processing Terms and Conditions

With respect to data processing the parties agree as follows:

1. Definitions and Interpretation:

1.1. Unless otherwise defined herein, terms and expressions used herein shall have the following meaning;

1.1.1. "Agreement" means the Contract Agreement with all schedules and Annexures.

1.1.2. "Client/Data subject" means a customer of Canara Bank.

1.1.3. "Personal Data" means any information relating to Data Subject processed by a Contracted Processor on behalf of Canara Bank pursuant to or in connection with the Agreement in relation to the Services provided.

1.1.4. "Processor" means a data processor providing service to Canara Bank.

1.1.5. "Sub processor" means any person appointed by or on behalf of processor to process personal Data on behalf of Canara Bank in connection with the Agreement.

1.1.6. "Data Transfer" means a transfer of Personal Data from Canara Bank to a processor; or an onward transfer of Personal Data from a Processor to a Subcontracted Processor, or between two establishments of a Processor in hard copy or in electronic form.

1.1.7. "Services" means the services to be performed by the Processor in the Agreement (as provided in Schedule 1).

1.1.8. "Personal data breach" means a breach leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

1.1.9. "Personnel" means the personnel of the Processor, Sub processors who provided the applicable Services.

1.1.10. "Terms and Conditions" means the terms and conditions contained herein for the purpose of Data processing.

1.2. Terms used but not defined herein shall have the meanings assigned to them under the agreement.

2. Processing of Personal Data:

2.1. In the course of providing Services to Canara Bank, the Processor may Process Personal Data on behalf of Canara Bank.

2.2. Processor shall:

2.2.1. comply with all applicable Data Protection Laws and the terms and conditions mentioned herein in the Processing of Personal Data; and

2.2.2. not Process Personal Data other than on the relevant documented instructions of Canara Bank.

3. PROCESSOR OBLIGATIONS:

3.1. Processor Personnel:

Processor shall take reasonable steps to ensure the reliability of any employee, agent or sub-processor who may have access to Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Personal Data, as strictly necessary for the purposes of the Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

- 3.1.1. The Processor shall process Personal Data only on the documented instructions from Canara Bank from time to time. Canara Bank shall notify the Processor of any amendments to existing instructions or additional instructions in relation to the processing of Personal Data in writing and Processor shall promptly comply with such instructions.
- 3.1.2. Notwithstanding clause 3.1, the Processor (and its Personnel) may process the Personal Data if it is required to do so by any other legal obligations to which it is subject. In Such circumstance, the Processor shall notify Canara Bank of that requirement before it processes Personal Data, unless the applicable law prohibits it from doing so.
- 3.1.3. The Processor shall immediately notify Canara Bank if, in opinion, Canara Bank's documented data processing instructions breach the Data Protection Legislation. If and to the extent the Processor is unable to comply with any instruction received from Canara Bank, it shall promptly notify Canara Bank accordingly.
- 3.1.4. The purpose of the Processor processing Personal Data is the performance of the Services pursuant to the Agreement.

3.2. Security:

- 3.2.1. Taking into account the nature, scope, context and purposes of Processing (provided in **Schedule 2**) as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall in relation to Personal Data implement appropriate technical and organizational measures (Processor obligations in **Schedule 3**) to ensure a level of security appropriate to that risk.
- 3.2.2. In assessing the appropriate level of security, Processor shall take into account, in particular, risks related to processing of Personal Data.
- 3.2.3. The Processor shall use appropriate technical and organisational measures to prevent the unauthorised or unlawful processing of Personal Data and protect against accidental loss or destruction of, or damage to, any Personal Data during processing activities. It shall implement and maintain the security safeguards and standards based on the IS policy of Canara Bank as 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 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 30 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.

- 3.3.2. The processor shall include in any 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 the Agreement and terms and conditions mentioned herein. 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:

If Data subjects whose personal data is processed pursuant to the Agreement 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 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, 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.

- 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, which Canara Bank reasonably considers to be required under Data Protection Laws, in each case solely in relation to

Processing of Personal Data by and taking into account information available to, the Processors.

3.7. Audit Rights:

The Processor shall make available to Canara Bank the information necessary to demonstrate its compliance with this Terms and Conditions and allow for and contribute to audits and inspections by allowing Canara 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 to comply with the Data Protection Legislation) and on reasonable notice, in relation to the Processing of Personal Data by the Processor.

3.8. 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.

3.9. 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 data protection authority or any other regulator (including a financial regulator) or court.

3.10. Deletion or return of Personal data:

Upon expiry or termination of the Agreement or the Services for any reason or Canara Bank's earlier request, the Processor shall promptly within 30 business days: (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.

SCHEDULE-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 Organisational 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 unauthorised 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 unauthorised access to the Personal Data.
 - 2.1.5. protect the Personal Data using pseudonymisation 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 organisational 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 Data is stored, ensuring that all passwords are secure, and that passwords are not shared under any circumstances.
- 2.1.12. 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.
- 2.1.13. take reasonable steps to ensure the reliability of personnel who have access to the Personal Data.
- 2.1.14. have in place methods for detecting and dealing with breaches of security (including loss, damage, or destruction of Personal Data) including:
 - 2.1.14.1. having a proper procedure in place for investigating and remedying breaches; and
 - 2.1.14.2. notifying CANARA BANK as soon as any such security breach occurs
- 2.1.15. have a secure procedure for backing up all Personal Data and storing back-ups separately from originals; and
- 2.1.16. adopt such organisational, operational, and technological processes and procedures as are required to comply with the requirements of CANARA BANK's Information Security Policy and other related policies/guidelines as appropriate.
