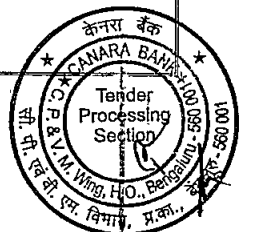


REQUEST FOR PROPOSAL [RFP]

FOR

“Selection of Vendor for Supply, Installation, Configuration and Maintenance of IBM Power 10 Servers, Storages, SAN Switches and allied components”

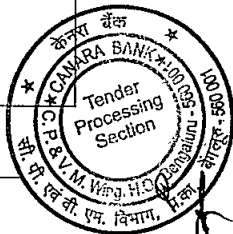
Issued by: Canara Bank
Centralized Procurement and Vendor Management Wing,
1st Floor, Naveen Complex, #14, MG Road,
Bengaluru -560 001.
Phone No: 080- 25550127
Email Id: dittenders@canarabank.com



SECTION- A
BID SCHEDULE & ABBREVIATIONS

1. BID SCHEDULE

Sl. No.	Description	Details
1.	RFP No. and Date	RFP 02/2024-25 dated 17/03/2025
2.	Name of the Wing	Centralized Procurement & Vendor Management Wing
3.	Brief Description of the RFP	Selection of Vendor for Supply, Installation, Configuration and Maintenance of IBM Power 10 Servers, Storages, SAN Switches and allied components
4.	Bank's Address for Communication	Deputy General Manager, Canara Bank, Centralized Procurement & Vendor Management Wing, 1st Floor, Naveen Complex, #14, MG Road, Bengaluru -560 001.
		Senior Manager, Centralized Procurement & Vendor Management Wing Tel - 080-25550127 Email: dittenders@canarabank.com
5.	Date of Issue of RFP	17/03/2025
6.	Tender Fee (Non-refundable)	Rs.11,800/- (including 18% GST) The mode of payment can be through NEFT/RTGS or DD to the following account: Beneficiary name: Procurement Group, DIT Wing, Head office Account No: 0792201002351 IFSC Code: CNRB0000792 Bank Name: Canara Bank Branch Address: Trinity Circle Bangalore
7.	Earnest Money Deposit (Refundable)	Rs.3,00,00,000/-
8.	Performance Security	5.00% of the Total Cost of Ownership (TCO)
9.	Last Date, Time and Venue for Submission of Bids	Date: 07/04/2025, Monday 03:00 PM Venue: Canara Bank, First Floor, CP & VM Wing, Head Office (Annexe), Naveen Complex, 14 M G Road, Bengaluru 560001.
10.	Date, Time & Venue for opening of Part A - Technical cum Eligibility Proposal.	Date: 07/04/2025, Monday 03:30 PM Venue: Canara Bank, First Floor, CP & VM Wing, Head Office (Annexe), Naveen Complex, 14 M G Road, Bengaluru 560001.
11.	Date, Time & Venue for opening of Part B -Commercial Proposals	Will be intimated at a later date.



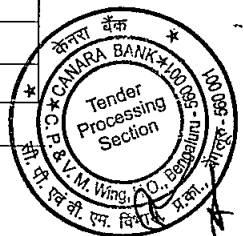


12.	Pre-bid Meeting Date & Time	<p>1. Pre-bid meeting will be held on 27/03/2025, Thursday, 04:00 PM</p> <p>Venue: Pre-Bid meeting will be held Online and participants are requested to attend the meeting Online.</p> <p>Those who are interested in participating the prebid meeting should share the participant details to dittenders@canarabank.com.</p> <p>Upon perusal of the same, the link / meeting id will be shared to the participant to participate in the meeting (Microsoft Teams/Polycom).</p> <p>2. Pre bid queries should be submitted as per Appendix-C.</p> <p>3. Pre-bid Queries should be sent to E-mail dittenders@canarabank.com and must reach us on or before 25/03/2025, Tuesday, 5:00 PM. Subject of the email should be given as "Pre Bid Queries to RFP-02/2024-25 dated 17/03/2025". Queries reaching afterwards will not be entertained.</p>
13.	Other Details	<p>1. The Bidders must fulfil the Eligibility criteria for being eligible to bid.</p> <p>2. 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 uploaded on the Bank's corporate website</p> <p>3. No suggestions or queries shall be entertained after pre-bid meeting.</p>

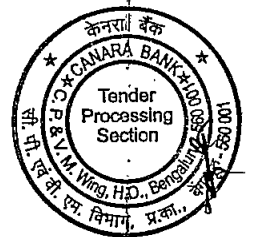


2. Abbreviations used in this Document:

1.	AAA	Authentication Authorization and Accounting
2.	ACL	Access Control List
3.	ADDM	Automatic Database Diagnostic Monitoring
4.	AIX	Advanced Interactive eXecutive
5.	AMC	Annual Maintenance Contract
6.	ATS	Annual Technical Support
7.	ASH	Active Session History
8.	ASM	Automatic Storage management
9.	AWR	Automatic Workload Repository
10.	BG	Bank Guarantee
11.	BOM	Bill of Material
12.	DBMS	Database Management System
13.	DC	Data Centre
14.	DD	Demand Draft
15.	DIT	Department of Information Technology
16.	DPD	Days Past Due
17.	DR	Disaster Recovery
18.	DSB	Department of Supervision by Banks
19.	EAD	Exposure at Default
20.	EDW	Enterprise Data Warehouse
21.	EIR	Effective Interest Rate
22.	EOL	End of Life
23.	EOS	End of Support
24.	EMD	Earnest Money Deposit
25.	FIFO	First In First Out
26.	FIRB	Foundation Internal Rating Based Approach
27.	GDP	Gross Domestic Product
28.	GL	General Ledger
29.	GST	Goods and Service Tax
30.	HBA	Host Bus Adapter
31.	HLD	High Level Design
32.	HO	Head Office
33.	LAN	Local Area Network
34.	LD	Liquidated Damage
35.	LLD	Low Level Design
36.	LPAR	Logical Partitioning
37.	LUN	Logical Unit Number
38.	MAF	Manufacturer Authorisation Form
39.	MCA	Ministry of Corporate Affairs
40.	MCLR	Marginal Cost of Fund Based Lending Rate



41.	MOC	Memorandum of Change
42.	MSE	Micro and Small Enterprises
43.	MSME	Micro Small & Medium Enterprises
44.	MTBF	Mean Time Between Failure
45.	MTM	Mark to Market
46.	MTTR	Mean Time To Restore
47.	NBA	Network Behaviour Analysis
48.	NEFT	National Electronic Funds Transfer
49.	NI Act	Negotiable Instruments Act
50.	NPA	Non-Performing Asset
51.	NSIC	National Small Industries Corporation
52.	NTP	Network Time Protocol
53.	OEM	Original Equipment Manufacturer
54.	OS	Operating System
55.	OSD	Original Software Developer
56.	OSMOS	Offsite Monitoring and Surveillance
57.	PERT	Project Execution and Review Technique
58.	PIT	Point in Time
59.	RAID	Redundant Array of Independent Disks
60.	RFP	Request For Proposal [Interalia the term 'Tender' is also used]
61.	RTGS	Real Time Gross Settlement
62.	RWA	Risk Weighted Assets
63.	SAN	Storage Area Network
64.	SIEM	Security information and event management
65.	SNMP	Simple Network Management Protocol
66.	TAC	Technical Assistance Centre
67.	UAT	Users Acceptance Test
68.	VAPT	Vulnerability Assessment and Penetration Test



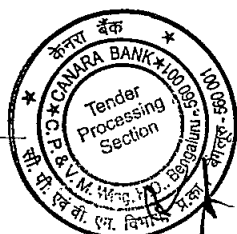
DISCLAIMER

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://canarabank.com/tenders.aspx>) 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.

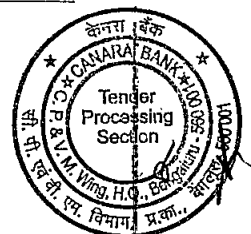
Canara Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Canara Bank reserves the right to reject any or all Request for Proposals received in response to this RFP document at any stage without assigning any reason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



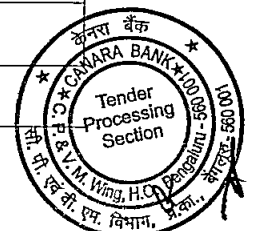


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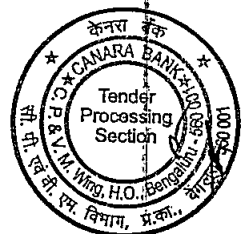
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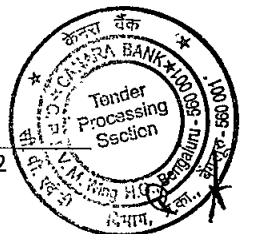
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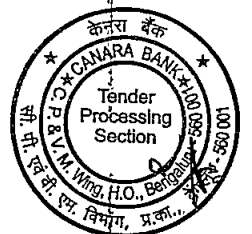
SECTION B - INTRODUCTION

1. About Canara Bank

- 1.1. CANARA BANK is a one of the largest public sector bank owned by Government of India. Canara Bank is a body Corporate and a premier Public Sector Bank established in the Year 1906 by Shri. Ammembal Subba Rao Pai and nationalized under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970. Canara Bank Head office is located at 112, J C Road Bengaluru-560002 and CP & VM wing located at Naveen Complex, No.14, M G Road, Bengaluru-560001.
- 1.2. The Bank is having pan India presence of more than 9816 branches, 26 Circle offices and 177 Regional Offices situated across the States. The Bank also has offices abroad in London, Dubai and New York.
- 1.3. The Bank is a forerunner in implementation of IT related products, services, and continuously making efforts to provide the state of art technological products to its customers.

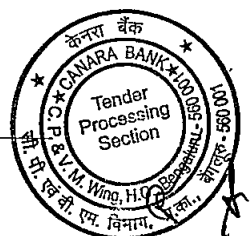
2. Definitions

- 2.1. 'Bank' shall mean, unless excluded by and repugnant context or the meaning thereof, 'Canara Bank', described in more detail in paragraph 1.1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successors and permitted assigns.
- 2.2. 'RFP' means Request for Proposal for Selection of Vendor for Supply, Installation, Configuration and Maintenance of IBM Power 10 Servers, Storages, SAN Switches and allied components.
- 2.3. The eligible vendor submitting the proposal in response to this RFP shall hereinafter be referred to as 'Bidder'.
- 2.4. 'Services' means "Supply, Installation, Configuration and Maintenance of IBM Power 10 Servers, Storages, SAN Switches and allied components with warranty" as per RFP terms.
- 2.5. 'Proposal' means the response (including all necessary documents) submitted by the eligible Bidder in response to this RFP.
- 2.6. 'Contract' means the agreement signed by successful Bidder and the Bank at the conclusion of bidding process, wherever required.
- 2.7. 'TCO or Total Cost of Ownership' means the total Cost of mentioned in the Purchase Order including GST issued by the Bank.
- 2.8. 'Bidder' means a vendor submitting the bid in response to this RFP.
- 2.9. '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.
- 2.10. About the Bid:
 - 2.10.1. Bank intends to onboard vendor for Supply, Installation, Configuration and Maintenance of IBM Power 10 Servers, Storages, SAN Switches and allied components with warranty in Canara Bank as



per the terms and conditions, technical requirements and scope of work described elsewhere in this document.

- 2.10.2. No Bidder shall submit more than one bid. If a Bidder submits or participates in more than one bid, all the bids submitted by the Bidder shall be disqualified.
- 2.10.3. In the following circumstances, the Bank will have discretion to reject the Bid/response or accept the Bid/ response with conditions stipulated by bank.
- 2.10.3.1. Bid/Response submitted by holding company and its subsidiary
- 2.10.3.2. Bid/Responses submitted by two or more companies having common Director/s
- 2.10.3.3. Bid/Responses submitted by two or more partnership firm/ company/ I-LPS having common partners
- 2.10.3.4. Bid/Responses submitted by two or more companies having the same group of promoters/ management
- 2.10.3.5. Any other bid/response in the sole discretion of the bank is in the nature of multiple bids.
- 2.11. Attested true photocopies of relevant documents/ certificates should be submitted as proof in support of the claims made. The Bank reserves the right to verify/ evaluate the claims made by the Bidder/s independently.
- 2.12. The bid, correspondence and communication for the process would be in English only. No other languages, vernacular versions or translations/ transliterations are permitted. The bids which are not in English shall be rejected.
- 2.13. Cost Borne by Bidders
- 2.13.1. All costs and expenses (whether in terms of time or money) incurred by Bidder in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussion etc. and providing any additional information required by the Bank will be borne entirely and exclusively by the Bidder.
- 2.13.2. Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the bidding process.
- 2.13.3. In case of successful bidders as well, the Bank shall not pay any expenses or reimburse any expense towards travel.



2.14. Bidder obligation to inform itself

2.14.1. The Bidder must apply its own care and conduct its own investigation and analysis regarding any information contained in the Bid document and the meaning and impact of that information.

2.14.2. Canara Bank and its employees make no Representations or Warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of statements contained in this Document. The Bank also accepts no liability of any nature whether from negligence or otherwise, however caused arising from reliance of any bidder upon the statements contained in this RFP.

3. About RFP:

3.1. Bank intends to onboard vendor for Supply, Installation, Configuration and Maintenance of IBM Power 10 Servers, Storages, SAN Switches and allied components with warranty in Canara Bank as per the terms and conditions, technical requirements and scope of work described elsewhere in this document.

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

Sl. No.	Description
1.	Scope of Work as per Annexure-8 for Supply, Installation, Configuration and Maintenance of IBM Power 10 Servers, Storages, SAN Switches and allied components in Canara Bank
2.	Technical Specifications as per Annexure-9 for Supply, Installation, Configuration and Maintenance of IBM Power 10 Servers, Storages, SAN Switches and allied components in Canara Bank.
3.	Delivery timelines as per clause 1 of Section C of this RFP
4.	Penalties as per clause 7 of Section C of this RFP
5.	Payment terms as clause 9 of Section C of this RFP

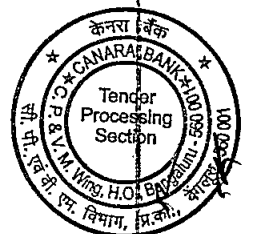
3.3. The selected Bidder has to provide the services in India at DC & DRC location/s of the Bank.

3.4. The RFP document is not a recommendation or invitation to enter the contract, agreement or any other arrangement in respect of the hardware/ solution, 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 solution 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 objective of this RFP is to onboard vendor for Supply, Installation, Configuration and Maintenance of IBM Power 10 Servers, Storages, SAN Switches and allied components with warranty in Canara Bank.



- 4.3. The Bidder satisfying the Pre- Qualification Criteria as per the RFP and having capability in Supply, Installation, Configuration, Implementation and Maintenance of Servers in any of the Central/ State Governments/ PSUs/ BFSI Sector/ Public Sector Enterprises in India may respond.

5. Requirement Details

- 5.1. Bank invites proposal/offers ('Technical cum Eligibility' and 'Commercial Bid') from prospective bidders for Supply, Installation, Configuration and Maintenance of IBM Power 10 Servers, Storages, SAN Switches and allied components with warranty in Canara Bank as per the terms & conditions, scope of work and functional & technical specifications/ requirements described elsewhere in this document.
- 5.2. The term of contract will be for a period of five (05) years. However, Bank reserves the right to have an annual review. If the services are found to be unsatisfactory upon review the Bank reserves the right to discontinue the services.
- 5.3. The detailed implementation plan will be discussed and agreed by the Bank with the selected Bidder, covering the scope of work and key deliverables as defined in this RFP. However, the selected Bidder have to comply with the timelines explained elsewhere in this document.

6. Participation methodology:

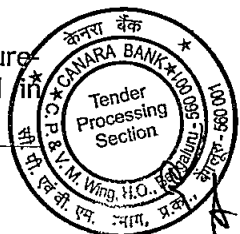
- 6.1. In this RFP, authorized partner/ dealer of the Principal/OEM/OSD are allowed to participate. The Principal/OEM/OSD cannot bid directly for this product.
- 6.2. In the event of the bidder being not able to perform the obligations as per the provisions of the contract, the OEM/OSD/principal should assume complete responsibility on behalf of the bidder for providing 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 hardware as per Annexure-15.

7. Pre-Qualification Criteria

- 7.1. Bidder's meeting the Pre-Qualification Criteria as mentioned in Annexure-2 of this RFP may respond.
- 7.2. Non-compliance to any of 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 Criteria evaluation. The proof provided must be in line with the details mentioned in "Documents to be submitted for Pre-Qualification Criteria Compliance". Any credential detail mentioned in "Pre-Qualification Criteria Compliance" not accompanied by relevant proof documents will not be considered for evaluation.
- 7.3. Canara Bank, reserves the right to verify/evaluate the claims made by the Bidder independently and seek further documents without any limitation for evaluating the offer. Any deliberate misrepresentation will entail rejection of the offer.

8. Scope of Work

- 8.1. The Broad Scope of work shall include but not be limited as mentioned in Annexure-3
8. Bidder has to conform compliance to the Scope of Work as mentioned in Annexure-4



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, Installation, Configuration, Implementation and Maintenance of Servers.

8.3. During the course of the project, there might be related areas which Bank would like the selected Bidder to undertake which may not have envisaged earlier.

8.4. Project Completion and Management

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

8.4.2. Project implementation team should be conversant with all rules and conditions to resolve the issues, if any.

8.4.3. The bidder shall comply with the scope of work as narrated in Annexure-8 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.



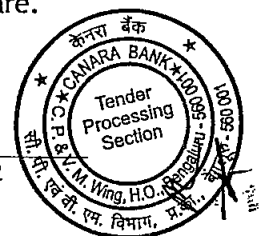
SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS

1. Project Timelines

- 1.1. The Bidder should accept the Purchase Order within seven (7) days from the date of issuance of Purchase Order. In case of non-receipt of acceptance by the due date, the Purchase Order shall be deemed to have been accepted by the vendor.
- 1.2. Bank shall provide the address and contact details for delivery of required Hardware/software & other items as mentioned in Technical Specifications (Details provided elsewhere in the document) while placing the order.
- 1.3. The timelines are mentioned in the below table. It will be the sole responsibility of the vendor to submit any form required for release of shipment from the check post.

Sl. No.	Activity	Timelines from date of Acceptance of PO
A	Delivery of all Hardware and software at the bank designated location	Within 12 weeks from date of Acceptance of PO.
B	Installation of all Hardware and software at the bank designated location	Within 6 weeks from the date of delivery of hardware and software or 18 weeks from the Acceptance of PO whichever is later.
C	Configuration, implementation and completion of all scope of work	Within 12 weeks from the date of delivery of hardware and software or 24 weeks from the Acceptance of PO whichever is later.

- 1.4. The Bidder shall ensure that the Renewal of Licenses/ Subscriptions/ Fees/ AMC/ ATS/ Support contracts as applicable, during the period of Contract is completed before expiry date of respective components and the renewal process should be initiated at least 6 months prior to the date of expiry.
- 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 Supply, Installation, Configuration, Implementation and Maintenance 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, Configuration, Implementation and Maintenance at the modified locations and the Bank in such cases shall bear the shifting charges/arrange shifting as mutually agreed. The Warranty/ATS/AMC and all RFP terms should be applicable to the altered locations also as per the Bank's requirement without any extra cost to the Bank during the full contract period.
- 1.6. The Installation will be deemed as incomplete if any component of the hardware/Software is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank after acceptance testing/ examination. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted and the warranty period will not commence. The installation will be accepted only after complete commissioning of hardware.



- 1.7. Commissioning of the hardware and software will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this Tender.
- 1.8. If undue delay happens for delivery and/ or installation of the ordered hardware/ Software by the vendor, the same shall be treated as a breach of contract. In such case, the Bank may invoke the Performance Security/Forfeit the Security Deposit without any notice to the bidder.
- 1.9. The Bank will not arrange for any Road Permit/ Sales 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.
- 1.10. 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. Integration & Interfaces

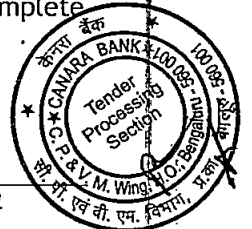
- 2.1. The selected bidder has to work with different application vendors in order to integrate new solution to the existing workload or new workloads during contract period.
- 2.2. The selected bidder has to work with different teams of Bank & application OEMs to understand the policies requirement and configurations of respective applications for the offered service.

3. Training:

The selected vendor has to give demo and explain operational guidelines of the product at the site of the installation to Bank's Officials.

4. Security

- 4.1. The selected bidder has to use standard procedures like hardening, dedicated configuration in order to comply security standards including cyber security.
- 4.2. The Bank will not provide any remote session and direct internet connectivity to the equipment in terms of support which may leads to the vulnerability of the system.
- 4.3. The selected bidder will ensure the software delivered is in conformity with security standards and is without any security vulnerability.
- 4.4. The Bank may conduct security audit in the proposed hardware after complete implementation.



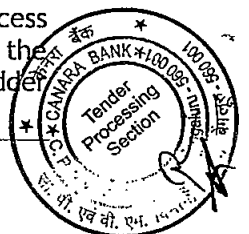
- 4.5. The selected bidder has to do necessary changes in the configuration directed by security team of the bank after security audits like VAPT, Code Audit etc., without disturbing the production and existing backed up copies and at no additional cost to the Bank.
- 4.6. The selected bidder has to follow the industry best practices in configuration of Operating System and other Software.
- 4.7. Any kind of change like update, upgrades etc. in the system after complete installation will not lead into any commercial during contract period.
- 4.8. The selected bidder should take adequate security measures to ensure confidentiality, integrity and availability of the information.
- 4.9. 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.
- 4.10. The selected bidder will have to establish all the necessary procedures/ infrastructure/ technology/ personnel to ensure the Information System Security as per the guidelines prescribed by RBI and the policies of the Bank.

5. Acceptance

- 5.1. The Bank shall finalize the installation and acceptance format mutually agreed by the Bidder. The Bidder shall strictly follow the mutually agreed format and submit the same for claiming installation and acceptance payment.
- 5.2. Bank will evaluate the offered hardware implemented by the selected bidder. If the hardware experiences no failures and functions according to the requirements of the RFP as determined by the Bank during the implementation period, then the hardware will be accepted by the Bank and the project will be considered as deemed signed-off.
- 5.3. The warranty will cover all supplied components includes Hardware, software and other items will start after project acceptance & Signoff.

6. Uptime

- 6.1. The selected Bidder shall guarantee a 24x7x365 availability with monthly uptime of 99.90% (Monthly Reset) for all the other hardware and software as per Scope of Work (Annexure-8), during the contract period, which shall be calculated on monthly basis.
- 6.2. The "Uptime" is, for calculation purposes, equals to the total contracted minutes in a month less Downtime. The "Downtime" is the time between the Time of Failure and Time of Restoration within the contracted minutes. "Failure" is the condition that renders the Bank unable to perform any of the defined functions on the Hardware. "Restoration" is the condition when the selected bidder demonstrates that the Hardware is in working order and the Bank acknowledges the same.
- 6.3. If the selected bidder is not able to attend the troubleshooting calls on Hardware/Software working due to closure of the office/non-availability of access to the Hardware/Software, the response time/uptime will be taken from the opening of the office for the purpose of uptime calculation. The selected bidder



shall provide the Monthly uptime reports during the warranty period/AMC period and ATS period, if contracted.

- 6.4. The downtime calculated shall not include any failure due to bank, third party and Force Majeure.
- 6.5. The percentage uptime is calculated on monthly basis (excluding planned downtime) as follows:

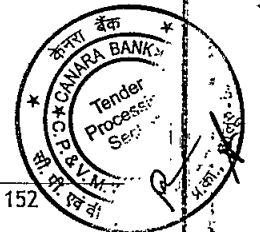
(Total contracted minutes in a month - Downtime minutes within contracted minutes)	X 100
Total contracted minutes in a month	

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

7. Penalties/Liquidated Damages

7.1. Penalties/Liquidated damages for delay in Supply, Installation, Configuration, Implementation Other related items would be as under:

- 7.1.1. Non-compliance of the Supply/delivery of Hardware and software as per Table mentioned in clause no. 1.3, Sl.no. A will result in the Bank imposing penalty of 0.50% on delay in delivery per week or part thereof, on the Total cost of Hardware and software Items mentioned in Table-A as per Bill of material Annexure-15, subject to the maximum of 10% of the Total Cost mentioned in Table - A.
- 7.1.2. Non-Compliance of the Installation of the hardware as per Table mentioned in clause no. 1.3, Sl.no. B will result in the Bank imposing penalty of 0.50% on delay in delivery per week or part thereof, on the Total cost of Servers & other Items mentioned in Table-A as per Bill of material Annexure-15, subject to the maximum of 10% of the Total Cost mentioned in Table - A.
- 7.1.3. Non-Compliance of the Configuration, implementation and completion of all scope of work as per Table mentioned in clause 1.3, Sl.no. C will result in the Bank imposing penalty of 0.50% on delay in installation per week or part thereof, on the Total Implementation Cost mentioned in Table-F as per Bill of material Annexure-15 subject to the maximum of 10% of the Total Cost mentioned in Table - A.
- 7.1.4. However, the total Penalty/LD to be recovered under above clauses 7.1.1 to 7.1.3 shall be restricted to 10% of the Total Contract Value excluding total AMC/ ATS for two years (Sl. No. 5) as mentioned in Table-F.
- 7.1.5. If the entire project is being completed within the total timeline mentioned in para 1.3 (i.e., 24 weeks from the date of Acceptance of PO), no penalty will be charged. However, if the total timeline breaches the timeline mentioned in para 1.3 (i.e., 24 weeks from the date of Acceptance of PO), penalty will be charged activity wise wherever timeline has been exceeded.

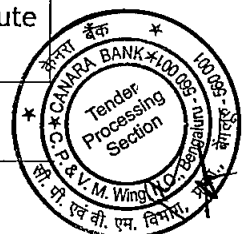


7.2. Penalties/Liquidated damages for not maintaining uptime:

7.2.1. The selected bidder has to maintain the guaranteed monthly uptime during Warranty and AMC/ATS period (if contracted) of Servers, Network Devices, Object Storage and any other Hardware items/ Software Items supplied as per the Table A of the Bill of Material (Annexure-15).

7.2.2. The Penalties/ Liquidated damages shall be charged as under for non-maintenance of uptime:

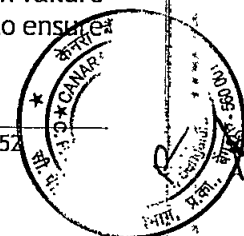
Hardware and software supplied as per scope of this RFP		
Sl. No.	Category Wise Rules	Applicable LD
Table- A		
For more than 30 continuous minutes (individual Incident)		
1.	Beyond 30 minutes up to 44 minutes.	Rs.10,000 per minute for every minute beyond 30 minutes.
2.	Downtime of above 44mts & up to 88 mts	Rs.20,000 per minute for every minute beyond 44 minutes.
3.	Downtime of above 88mts & up to 132 mts	Rs.30,000 per minute for every minute beyond 88 minutes
4.	Downtime of above 132mts & up to 176 mts	Rs.40,000 per minute for every minute beyond 132 minutes
5.	Downtime of above 176mts & up to 220 mts	Rs.50,000 per minute for every minute beyond 176 minutes
6.	Downtime of above 220mts & up to 264 mts	Rs.60,000 per minute for every minute beyond 220 minutes
7.	Downtime of above 264mts & up to 308 mts	Rs.70,000 per minute for every minute beyond 264 minutes
8.	Downtime of above 308mts & up to 352 mts	Rs.80,000 per minute for every minute beyond 308 minutes
9.	Downtime of above 352mts & up to 396 mts	Rs.90,000 per minute for every minute beyond 352 minutes
10.	Downtime of above 396mts & up to 440 mts	Rs.1,00,000 per minute for every minute beyond 396 minutes
11.	Downtime of above 440mts	5% of the Total Contract Value*
Table- B		
Individual Incidents for less than 30 continuous minutes but overall downtime during the month exceeding 44 minutes		
1.	Downtime of above 44mts & up to 88 mts	Rs.20,000 per minute for every minute beyond 44 minutes.
2.	Downtime of above 88mts a up to 132 mts	Rs.30,000 per minute for every minute beyond 88 minutes



3.	Downtime of above 132mts a up to 176 mts	Rs.40,000 per minute for every minute beyond 132 minutes
4.	Downtime of above 176mts up to 220 mts	Rs.50,000 per minute for every minute beyond 176 minutes
5.	Downtime of above 220mts a up to 264 mts	Rs.60,000 per minute for every minute beyond 220 minutes
6.	Downtime of above 264 mts up to 308 mts	Rs.70,000 per minute for every minute beyond 264 minutes
7.	Downtime of above 308mts up to 352 mts	Rs.80,000 per minute for every minute beyond 308 minutes
8.	Downtime of above 352mts up to 396 mts	Rs.90,000 per minute for every minute beyond 352 minutes
9.	Downtime of above 396mts up to 440 mts	Rs.1,00,000 per minute for every minute beyond 396 minutes.
10.	Downtime of above 440mts	5% of the total Contract Value*

* Total Contract Value excluding total AMC/ ATS for two years (Sl. No. 5) as mentioned in Table-F of Bill of Material (Annexure-15).

- 7.2.3. Uptime applicable to One Production environment (Or One DR environment in event of failover).
- 7.2.4. The Penalties/ Liquidated damages shall be charged from any payable due to the bidder.
- 7.2.5. Penalty is applicable for non-maintenance of uptime for Hardware and Software irrespective of downtime.
- 7.2.6. Downtime considered under Table (A) of 7.2.2 will be excluded for calculating LD under Table (B) of 7.2.2.
- 7.2.7. The LD will be levied separately per incident for more than 15 continuous minutes as per Table (A) of 7.2.2.
- 7.3. **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.
- 7.4. The selected bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- 7.5. 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



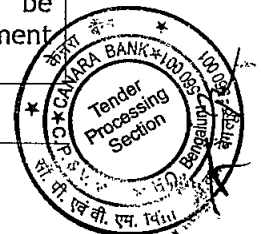
functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

- 7.6. 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.
- 7.7. Any financial loss to the Bank on account of fraud taking place due to selected bidder, its employee or their services provider's negligence shall be recoverable from the selected bidder along with damages if any with regard to the Bank's reputation and goodwill.
- 7.8. Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of the selected bidder.
- 7.9. The liquidated damages shall be deducted/ recovered by the Bank from any money due or becoming due to the selected bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from selected bidder or from any other amount payable to the selected bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.
- 7.10. All the above LDs are independent of each other and are applicable separately and concurrently.
- 7.11. LD is not applicable for the reasons attributable to the Bank and Force Majeure.

8. Payment Terms

- 8.1. The payment schedule for Hardware and Software along with licenses will be as under and will release after execution of contract agreement:

Sl. No.	Payment Stages	% of Payment	Condition/Remarks
1.	On Supply/delivery of all the of Hardware and software as per RFP terms and Technical Specifications in Annexure- 9.	40% of Table A in Annexure- 15	On supply/ delivery of Hardware and software as per Annexure- 9 and on production of relevant documents like delivery signoff from DC and DR team, IT Wing and invoice with product serial number of the items supplied and after deducting applicable penalties and 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.

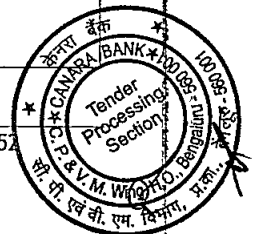




2.	Power on of hardware's as per RFP terms and Technical Specifications in Annexure- 9.	*50% of Table A in Annexure- 15	After successful Power On Scope of Work and Technical requirements and after deducting applicable penalties and Liquidated damages (if any) as per RFP Terms & conditions. The vendor has to submit power on installation reports duly signed by the Bank officials of DC and DRC, IT Wing while claiming payment. The invoice and installation report should contain the product serial number of the items installed/Configured.
3.	After Completion of Warranty Period (i.e., three years). Warranty period.	10% of Table A in Annexure- 15	After Completion of warranty period of 3 years and after deducting applicable penalties and Liquidated damages (if any) as per RFP Terms. Or On submission of a bank guarantee for equivalent to 10% of the cost of Hardware/Software.
4.	AMC/ ATS charges as per Table- E of Annexure- 15 (If contracted)		Quarterly in arrears on submission of Quarterly Preventive Maintenance activity report and acceptance duly signed by Bank officials of the respective officials of the respective Branch/Office.

8.2. The payment schedule for Infrastructure Services (Hardware Power-On Installation & SLA Support from OEM during Warranty period, Supply of Fiber Cabling & Switches & Other all supplied devices will be as under:

Sl. No.	Payment Stages	% of Payment	Condition/Remarks
1.	Supply/ Delivery of all auxiliary components like fiber cables etc., and Hardware Power On Installation. <u>Hardware Power On Installation Scope for IBM Server, Storage, SAN & N/w Switches and all other components supplied as part of RFP:</u> ▪ Data centre readiness check. Bidder will provide	100% of Table- B of Annexure- 15	On completion of Hardware Power on Installation Report sign off from DC and DRC Team, IT Wing



	<p>all technical pre requisite to Bank. Bidder will also perform site readiness check to identify suitable rack position and provide inputs for required power & cooling to new devices.</p> <ul style="list-style-type: none"> ▪ Providing Pre-requisite for Newly Supplied Hardware for Installation. ▪ Hardware BOM Verification ▪ Rack Placement at DC and DR ▪ Unpack the BOM, Racking, Stacking and Cabling at DC and DR ▪ Hardware Power On and Firmware Upgrade. 		
<p>2.</p>	<p>SLA charges for 3-year Warranty period. <u>supplied under this RFP IBM Server, Storage, SAN & N/w Switches and all other component supplied in this RFP</u> Warranty Date will start from the date of project signoff, During the Warranty Period following Scope will be covered.</p> <ul style="list-style-type: none"> • Ticketing with OEM Regional Command Centre (RCC) • OEM Remote Technical Support (RTS) • OEM Onsite Technical Support (Field) • Break Down Support for OEM Hardware & System software as supplied • Remote or Onsite Firmware Upgrade Support • Remote or Onsite AIX/ Power VC/ Power HA update which includes Technology Level and Service Pack. 		<p>Annually in arrears as per Table D of Annexure- 15 after deduction of applicable LDs and submission of sign off report by DC & DRC team, IT Wing duly certifying the successful performance of scope of work covered for SLA.</p>



<ul style="list-style-type: none"> Quarterly System Health Check. Any other activity required for maintaining SLA.
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8.3. The payment schedule implementation of project as per the scope of the work will be as under:

Sl. No.	Payment Stage as per Scope of Work	% of Payment	Condition/Remarks
1.	Low level Design sign-off for entire project	20% of Table C in Annexure-15	On completion as per scope of RFP and on confirmation and duly certified sign off report by DC and DRC Team, IT Wing
2.	LPAR implementation on DC & DR	30% of Table C in Annexure-15	On completion as per scope of RFP and on confirmation and duly certified sign off report by DC and DRC Team, IT Wing
3.	Completion of remaining scope of work	30% of Table C in Annexure-15	On completion as per scope of RFP and on confirmation and duly certified sign off report by DC and DRC Team, IT Wing
4.	Post Implementation	20% of Table C in Annexure-15	2 months after Successful GO Live after sign off.

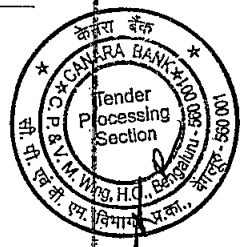
8.4. Bank will release the payment on completion of activity and on production of relevant documents/invoices. Please note that Originals of invoices (plus One Copy) reflecting GST, GSTIN, State Code, HSN Code, State Name, Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office and Manufacturer's/ Supplier's Warranty Certificate should be submitted while claiming payment in respect of orders placed.

8.5. The selected bidder has to submit installation report/Sign off report duly signed by the Bank officials of the respective Branch/offices in originals while claiming payment. The invoice and installation report should contain the product serial number of the items supplied.

8.6. Bank will not pay any amount in advance unless otherwise specified in this RFP.

8.7. Payment shall be released within 30 days from the date of submission of relevant documents as per RFP terms.

8.8. 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.

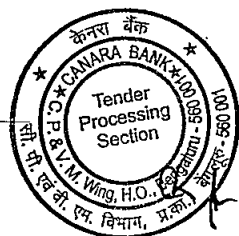
- 8.9. The payments will be released through NEFT/ RTGS after deducting the application LD/Penalty, TDS if any, by centrally by Head Office at Bengaluru and the selected bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.

9. Warranty

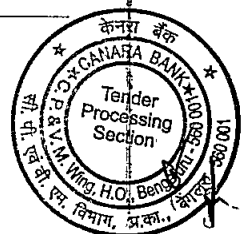
- 9.1. The selected bidder warrants that the Hardware & Software will be free of defects in workmanship and materials for a period of time consistent with industry standards and the nature of the Hardware & Software ("Warranty Period").
- 9.2. The selected bidder has to provide comprehensive On-site warranty for Three (3) years for proposed Hardware from the date of Installation/ Power ON.
- 9.3. Firmware and software upgrade to be carried out during the entire contract period.
- 9.4. During the warranty period, the selected bidder shall provide the comprehensive support and necessary services for all Hardware/Software components to the Bank at 24x7x365 for assistance with the operation of the Hardware/Software.
- 9.5. If the Hardware/Software does not perform in accordance with the Contract during the Warranty Period, then the selected bidder shall take such steps as necessary to repair or replace the Hardware/ Software. Such warranty service shall be provided at the selected bidder's expense and shall include all media, parts, labour, freight and insurance to and from the Department's site.
- 9.6. Warranty service may be provided by a third party, provided such third party is authorized to perform warranty service by the selected bidder or, if the selected bidder is not the Manufacturer, by the Manufacturer prior to the RFP closing date and time.
- 9.7. If any defect in the Hardware/Software is not rectified by the selected bidder before the end of the Warranty Period, the Warranty Period shall be extended until, in the opinion of the Bank: a) the defect has been corrected; and b) the Hardware/Software functions in accordance with the Contract for a reasonable period of time.
- 9.8. Despite any other provision, the Bank, may return a defective Hardware/ Software to the selected bidder within Sixty (60) days of delivery of the Hardware/ Software and the selected bidder shall immediately provide full exchange or refund. For the purpose of this section, "defective Hardware/Software " includes, but is not limited to: a) broken seals; b) missing items; and c) Software that are not the most current version at the time of shipping.
- 9.9. The selected bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship. The selected bidder must warrant all components, accessories, spare parts etc., against any manufacturing defects during the warranty period.

10. Scope involved during Contract period

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



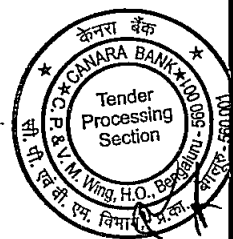
- 10.1. The selected Bidder should inform Bank about all release/version change of patches/ upgrades/ updates of software/ OS/ middleware etc., as and when released by the selected Bidder /OSD.
 - 10.2. If any software, license updates provided by the OSD as free of cost, it should be provided and installed & configured by the selected Bidder free of cost to the Bank during Contract Period.
 - 10.3. Any corruption in the software/License/media shall be rectified during the full period of the contract, at no extra cost to the Bank.
 - 10.4. The selected bidder shall make availability of spare parts/services, components etc. as and when required, and complete maintenance of the hardware/ software/ solution during Contract Period.
 - 10.5. The support shall be given on site.
 - 10.6. Only licensed copies of software shall be supplied. The selected Bidder shall grant an irrevocable perpetual license to the Bank for applicable softwares. Further, all software supplied shall be of latest version.
 - 10.7. 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 E-mail, Toll-free no, on line portal, web, etc.
 - 10.8. Escalation matrix as per Annexure-14 should be provided for post-delivery operational support, technical support, project related issues, etc.
 - 10.9. Any server for middleware, database, OS and database licenses to be provided by the successful bidder without any additional cost to the Bank.
- 11. Scope involved during Contract period including Warranty and AMC/ATS:**
- During the period of contract, the selected bidder shall perform the following:
- 11.1. During the period of contract up to completion of Warranty and also during AMC/ATS [if contracted], the bidder should apply and upgrade all release/version change of patches/ upgrades/ updates of hardware/software/ OS/ middleware etc. as and when released by the bidder/OSD and inform the Bank.
 - 11.2. 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 Warranty and AMC support [If contracted].
 - 11.3. Any corruption in the software/License shall be rectified during the full period of the contract, at no extra cost to the Bank.
 - 11.4. The selected bidder shall make availability of spare parts/services, components etc. as and when required, and complete maintenance of the software during Contract Period.
 - 11.5. If any of the peripherals/ components is not available during contract period, the substitution shall be carried out with peripherals/components of equivalent or higher capacity at no extra cost to the bank.
 - 11.6. The support shall be given on site.



- 11.7. Only licensed copies of software shall be supplied. The bidder shall grant an irrevocable perpetual license to the Bank to use the software. Further, all software supplied shall be of latest version.
- 11.8. The bidder shall provide centralized complaint booking/lodging facility to the bank and the dash board, if available, shall be provided to the Bank. The method of booking complaints shall be E-mail, Toll-free no, on line portal, web, etc.
- 11.9. Escalation matrix should be provided for support, technical, project etc. as per Annexure-14.
- 11.10. Bidder should keep the Bank explicitly informed about the end of support dates on related products/ hardware and should ensure support during warranty period.
- 11.11. Any server for middleware, database, OS and database licenses to be provided by the successful bidder without any additional cost to the Bank.

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

- 12.1. At the time of submission of bids, the Bidder has to quote AMC/ATS for Hardware (including OS), software, License Items for two (2) years after completion of three (3) year warranty period, in the commercial Bid separately for comprehensive maintenance contract.
- 12.2. The Bank, at its discretion may enter into Annual Maintenance Contract (AMC)/ Annual Technical Support (ATS) of hardware, software, License supplied with the bidder after completion of respective warranty periods.
- 12.3. Support for maintenance of solution (including Hardware, Software, OS and software license) supplied should be available for a minimum period of Three (3) years, covering all parts, maintenance and support, after expiry of warranty period.
- 12.4. The Bank will pay AMC/ATS charges for Solution (including hardware, software OS and license) after the end of warranty period. Such payment shall be released quarterly in arrears after satisfactory completion of service during the period and submission of reports and invoices.
- 12.5. During the Warranty and AMC/ATS (if contracted) period, the Bidder should extend On Site Service and Support whenever and wherever required. The scope of Warranty and AMC (if contracted) shall include:
 - 12.5.1. Rectification of Bugs/defects if any.
 - 12.5.2. Ensuring uptime of 99.90%
 - 12.5.3. Preventive Maintenance.
 - 12.5.4. Maintenance of Hardware/Software/License supplied.
- 12.6. It may be noted that the Bank reserves the right to demand additional performance Bank Guarantee (as per Appendix-G) to the tune of 10% of the value of the Purchase Order, if AMC/ATS charges quoted by the bidder are abnormally low (i.e., AMC/ATS Cost percentage per annum should not be less than 5% of the cost of Hardware, software and License). The Bank has discretion to consider such offer or for seeking clarification from the bidder to decide for consideration. This Bank Guarantee will be towards contractual/AMC/ATS obligations of the bidder. Bidder shall quote the charges of AMC/ATS as per the Bill of Material (Annexure-



15). This Bank guarantee shall be submitted within 15 days from the date of acceptance of the order which shall cover warranty and AMC/ATS period with a claim period of 2 months. The bidder has to submit this Bank guarantee in addition to the Security Deposit/Bank Guarantee as specified in Appendix-G. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and warranty period.

13. Local support

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

13.2. The selected bidder shall provide Warranty and AMC support [if contracted] 24x7x365 for all the locations.

13.3. **Response Time and Meantime to Restore [MTTR]**

13.3.1. Response Time shall be 4 hours for DC, Bangalore and DRC, Mumbai. MTTR shall be within 24 hours.

13.3.2. Time specified above is from lodging of complaint.

13.4. However, penalties will be applied as per clause 7 of Section C.

14. Mean Time Between Failures (MTBF)

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

15. Software, Drivers and Manuals

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

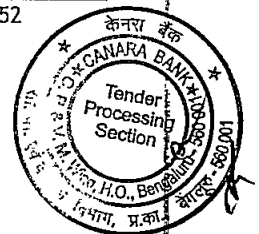
15.2. All related documents, manuals, catalogues and information furnished by the selected bidder shall become the property of the Bank.

16. 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.

17. Defect Liability

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

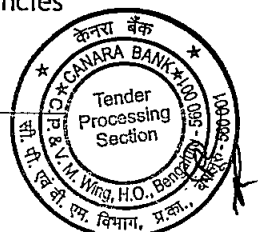


18. Subcontracting

- 18.1. Principle bidder only can participate and bidder should not sub-contract to any other company/firm/trust. After Selection process of the bidder and order placement, resources deployed should be employed with the selected bidder and they should be on the payroll of the selected bidder.
- 18.2. The selected bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the selected bidder under the contract without the prior written consent of the Bank.
- 18.3. In case subcontracting is warranted in interest of the project, the selected bidder should take consent of the Bank before undertaking any such agreement. The selected bidder should further ensure subcontracting agreement is vetted by the Bank.
- 18.4. Even if the selected bidder gets into subcontracting, accountability and responsibility of the resource provided shall lie with selected bidder only. Bank shall hold correspondence only with the selected bidder.
- 18.5. The selected Bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the selected Bidder under the contract without the prior written consent of the Bank. The selected Bidder should not sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (refer: F/No.6/18/2019-PPD dated 23/07/2020 of Public Procurement Division, Department of Expenditure, Ministry of Finance). Any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

19. Right to Audit

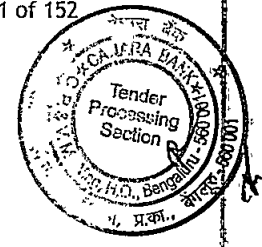
- 19.1. The selected bidder has to get itself annually audited by internal/ external empaneled Auditors appointed by the Bank/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT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



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

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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 Deputy General Manager, Canara Bank, Centralized Procurement & Vendor Management Wing, HO (Annexe), #14, Naveen Complex, MG Road, Bengaluru - 560001 in email to dittenders@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.

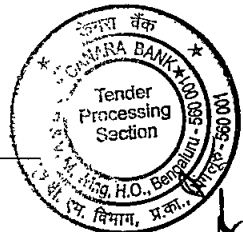
2. Pre-Bid meeting

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.com/tenders.aspx>). 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 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

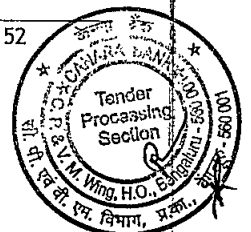
This is two bid system which has following 2 (Two) parts:

- 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 Supply, Installation, Configuration and Maintenance of IBM Power 10 Servers, Storages, SAN Switches and allied components with warranty in Canara Bank.
- 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

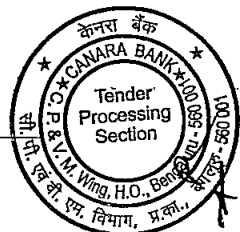
- 5.1.1. Before submitting the bid, the bidders should ensure that they conform to the Pre-Qualification Criteria as stated in Annexure-2 of RFP. Only after satisfying themselves of the Pre-Qualification Criteria, the Offer should be submitted.
- 5.1.2. Technical cum eligibility Proposal should be submitted as per the format in Appendix-A. Relevant technical details and documentation should be provided along with Technical cum Eligibility Proposal.
- 5.1.3. It is mandatory to provide the compliance to the scope required by the bank in the exact format of Annexure-8 of this RFP.



- 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. The Bank shall not allow/ permit changes in the technical/functional requirements once it is submitted.
- 5.1.6. The relevant Product information, brand, and Product 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.
- 5.1.7. The Technical cum Eligibility Proposal should be complete in all respects and contain all information sought for, as per Appendix-A. Masked Bill of Material must be attached in Technical Offer and should not contain any price information. The Technical cum Eligibility Proposal should be complete and should cover all products and services. Technical cum Eligibility Proposal without masked Bill of Materials will be liable for rejection.
- 5.1.8. Masked Bill of Material which is not as per below instruction will make Bid liable for rejection
- 5.1.8.1. Should be replica of Bill of Material except that it should not contain any price information (with Prices masked).
- 5.1.8.2. It should not provide any price information like, unit price, tax percentage, tax amount etc.

5.2. Part B - 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-15. 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 cum Eligibility Proposal as well as Commercial Bid. The format will be identical for both Technical cum Eligibility Proposal and Commercial Bid, except that the Technical cum Eligibility 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 of only those bidders who are qualified in Technical cum Eligibility Proposal will be opened online as per RFP Terms & Conditions.

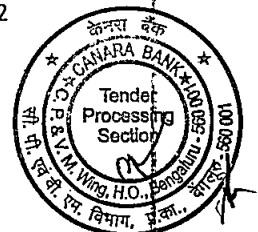
6. Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD:

- 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 Bengaluru.
- 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 3 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. The bidder has the provision to remit the Earnest Money Deposit through online mode to below mentioned account for this RFP:

Account Name : DIT Procurement
Account No : 0792201002351
IFSC Code : CNRB0000792
Narration : EMD FOR <RFP REF NO.>

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

- 6.5. Non submission of EMD with Technical Proposal leads to rejection of Bid.
- 6.6. 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.
- 6.7. The EMD may be forfeited/ Bank Guarantee may be invoked:
- 6.7.1. If the bidder withdraws or amends the bid during the period of bid validity specified in this document.
- 6.7.2. 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 which is already 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-15).

11. Erasures or Alterations

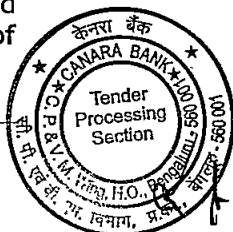
The Offers containing erasures or alterations or overwriting may not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling 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 sealed envelope containing the response to RFP along with the required documents shall be super scribed on the top of the envelope "Selection of



vendor for Supply, Installation, Configuration and Maintenance of IBM Power 10 Servers, Storages, SAN Switches and allied components in Canara Bank "in response to RFP 02/2024-25 dated 17/03/2025" The Name and address of the bidder should also be specifically mentioned on the top of the sealed envelope. The RFP response should be deposited in the Tender Box at the Place, Venue, Date and Time mentioned in Bid Schedule.

- 13.2. If the last day of submission of bids 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 last day for submission of the RFP. The Bid/s which is/are deposited after the said date and time shall not be considered.
- 13.3. Bids sent through post/courier will not be accepted/evaluated. No offer will be accepted directly.
- 13.4. If envelope containing bid documents is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid's misplacement or premature opening.
- 13.5. The following officials will facilitate in bid related queries and make arrangements for deposit of bid documents.

First Official	Alternate Official
Senior Manager Canara Bank Centralized Procurement & Vendor Management Wing, First Floor, Naveen Complex, 14 M G Road, Bengaluru - 560 001. Tel - 080 25590070	Deputy General Manager Canara Bank Centralized Procurement & Vendor Management Wing, First Floor, Naveen Complex, 14 M G Road, Bengaluru - 560 001. Tel - 080 25129474

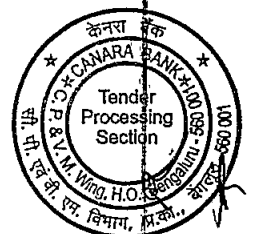
- 13.6. The Name and address of the Bidder, RFP No. and Due Date of the RFP are to be specifically mentioned on the Top of the envelope containing physical documents.

14. Bid Opening:

- 14.1. RFP will be opened in the presence of the Bidder's representative/s who may choose to attend the bid opening as per Bid Schedule.
- 14.2. Bidder's representative may be present in the place and venue well in time along with an authorization letter in hand for each bid opening under this RFP, as per the format (Appendix-C) enclosed.

Note: Authorization letter should be carried in person and shall not be placed inside in any of the bid covers.

- 14.3. Attendance of all the representatives of the bidders who are present at bid opening will be taken in a register against Name, Name of the Company and with full signature.
- 14.4. 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 accepted on the next working day.



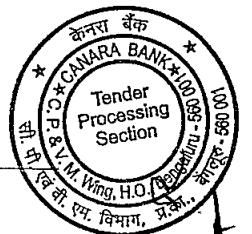
14.5. The following details will be announced at the time of bid opening.

14.5.1. Name of the Bidders.

14.5.2. Presence or absence of EMD.

14.5.3. Such other details as the Bank at its discretion may consider appropriate.

14.6. If any of the bidders or all bidders who submitted the tender are not present during the specified date, time, and venue of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the Part A - Technical Proposal in their absence.



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 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 Bidder s/any of the Bidders on the offer made by them. The Bidder has to respond to the bank and submit the relevant proof/ supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Bank.
- 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 will 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 cum Eligibility Proposal:

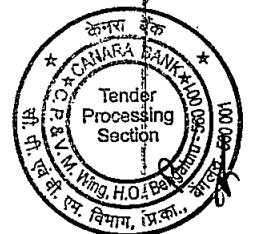
- 3.2.1. The technical proposals submitted by the Bidders will be evaluated based on the documents submitted as per Appendix-A. Bank will seek clarifications, if required.
- 3.2.2. Bank will evaluate the responses provided by the Bidders for compliance to Scope of Work, Technical evaluation criteria and other terms & conditions as stipulated in the RFP.

3.3. Commercial Bid:

The Commercial Bid of only that Bidders who qualified in Technical Proposal will be opened online and will be evaluated

4. Normalization of Bids

- 4.1. 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



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 Hardware/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.

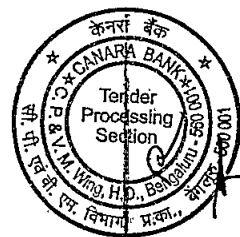
3.3. The bidder also has to submit a certificate/Letter from OEM that the proposed services any other related software offered by the bidder to the Bank are correct, viable, technically feasible for implementation and it will work without any hassles.

4. Acceptance of Offer

4.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof 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 best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender the RFP with or without modifications. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.



9. Expenses

It may be noted that Bank will not pay any amount/expenses/charges/fees/ traveling expenses/ boarding expenses/lodging/ expenses/conveyance expenses / out of pocket expenses.

10. Performance Security

- 10.1. The successful bidder should submit a Security Deposit / Performance Bank Guarantee equivalent to 5% of the Total Cost of Ownership (TCO) value as specified in Bid Schedule within 15 days from the date of acceptance of the Purchase Order with the validity period of 60 months from the date of acceptance of order and shall be retained till the completion of Contract period. The guarantee should also contain a claim period of 2 months from the last date of validity.
- 10.2. 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.
- 10.3. If the Performance Security is not submitted within the time line stipulated above, penalty at 0.50% of the Performance Security Value for each completed calendar week of delay or part thereof will be deducted from the payments under the contract. The total penalty under this clause shall be restricted to 2.5% of the Performance Security value.
- 10.4. Performance Security should be submitted by way of DD drawn on Canara Bank payable at Bengaluru / Bank Guarantee may be obtained from any of the Scheduled Banks (other than Canara Bank).
- 10.5. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Canara Bank shall be in paper form/e-BG form as well as issued under the "Structured Financial Messaging System" (SFMS). However, it should be as per Appendix-D. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be summarily rejected.
- 10.6. The security deposit/ bank guarantee will be returned to the Bidder on completion of Contract Period.
- 10.7. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected Bidder fails to complete his obligations under the contract. The Bank shall notify the selected Bidder in writing before invoking the Bank guarantee.

11. Execution of Agreement

- 11.1. Within 21 days from the date of acceptance of the Purchase Order/LOI, the selected bidder shall sign a stamped "Agreement" with the Bank at Bengaluru as per the format provided by the Bank. Failure to execute the Agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected Bidder.
- 11.2. 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.



11.3. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form a part of the Contract Agreement till the conclusion of the contract.

12. Pricing & Payments

12.1. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract period.

12.2. 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.

13. Order Cancellation/ Termination of Contract

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

13.2. 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:

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

13.2.2. Serious discrepancies noted in the items delivered.

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

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

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

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

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

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

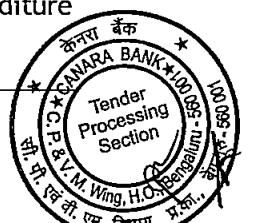
13.2.9. The progress made by the Vendor/Service Provider is found to be unsatisfactory.

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

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

13.4. 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.

13.5. 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



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

X

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 Hardware 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.

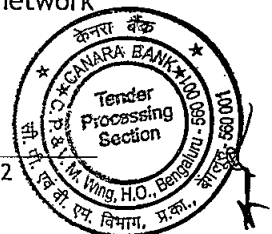
3.2. The Bank will call for Audited Balance Sheet of the selected bidder at any point of time during contract period and the selected bidder shall provide the same.

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.

4. Human Resource Requirement

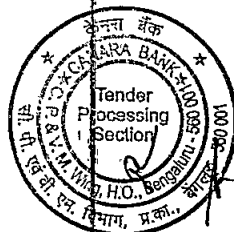
The selected bidder by executing the agreement shall be deemed to have unconditionally agreed as under:

4.1. The selected bidder shall provide a contingent of well trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc. as part of the Hardware/service.





- 4.2. 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.
- 4.3. 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.
- 4.4. 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.
- 4.5. 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.
- 4.6. The selected bidder has to submit following KYC documents of resources engaged:
- Resume latest (Candidate Photograph should be part of Resume only) and Print should be in color only.
 - Address Proof (Local and Permanent)- Duly attested photocopy by candidate and bidder HR.
 - Aadhaar Card - Duly attested photocopy by candidate and bidder HR.
 - Passport - Duly attested photocopy by candidate and bidder HR.
 - Background Police Verification report - Duly attested photocopy by candidate and bidder HR.
- 4.7. 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.
5. Responsibility for Completeness
- 5.1. The selected bidder shall ensure that the Hardware provided meets all the technical and functional requirements as envisaged in the scope of the RFP.
- 5.2. The selected bidder shall deliver, install, configure the supplied Hardware/service 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.



5.3. 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.

6. 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.

7. 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.

8. Assignment

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

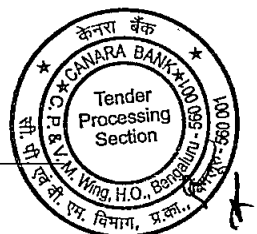
8.2. If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the selected bidder under this RFP.

9. Publicity

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

10. 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 Hardware. 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 Hardware.



11. Guarantees

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

12. Intellectual Property Rights

12.1. 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.

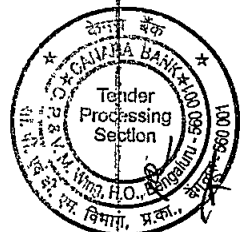
12.2. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, VENDOR/ SERVICE PROVIDER shall at its choice and expense:

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

12.2.2. 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

12.2.3. 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.

12.3. 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.



12.4. 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.

13. Confidentiality and Non-Disclosure

13.1. 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.

13.2. 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. The selected bidder shall furnish an undertaking as given in Annexure-11

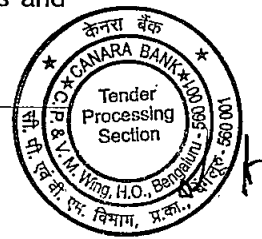
13.3. No Media release/public announcement or any other reference to the Contract/RFP or any program there under shall be made without the written consent of the BANK, by photographic, electronic or other means.

13.4. 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.

13.5. 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

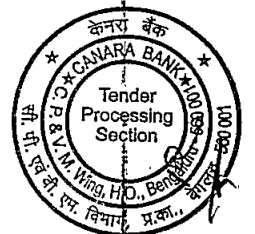
13.6. The vendor/service provider may disclose only the following types of data to the bank's customers and/or third parties with prior written consent of the bank: financial data, sensitive personal data, and other information explicitly permitted by the bank. All disclosures must comply with applicable 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.

14. Exit Management Plan:

- 14.1. Vendor/Service Provider shall submit a structured & detailed Exit Management plan along with Training and Knowledge transfer for its exit initiated by the Bank.
- 14.2. 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.
- 14.3. 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.
- 14.4. 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.
- 14.5. 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.
- 14.6. The transition & exit management period will start minimum six (6) months before the expiration of the contract or as decided by Canara Bank.
- 14.7. 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.



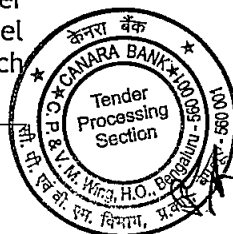
- 14.8. In case of termination, the exit management period will start from effective date of termination, or such other date as may be decided by Canara Bank and communicated to Vendor/Service Provider.
- 14.9. Vendor/Service Provider must ensure closing off all critical open issues, any audit observation as on date of exit. All other open issues as on date of Exit shall be listed and provided to Canara Bank.
- 14.10. Vendor/Service Provider needs to comply with Banks requirements and any statutory or regulatory guidelines during the reverse transition period.
- 14.11. 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.

15. Training and Handholding

- 15.1. 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:
 - 15.1.1. Entire back-up History but not limited to archive policies, retention policies, restore policies, schedules, target storage, backup history.
 - 15.1.2. Change Request Logs.
- 15.2. Assisting the new Service Provider/Bank with the complete audit of the system including licenses and physical assets
- 15.3. Detailed walk-throughs and demos for the solution
- 15.4. During the exit management period, the Vendor/Service Provider shall use its best efforts to deliver the services.
- 15.5. 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.
- 15.6. During Reverse Transition Bank will not pay any additional cost to the Vendor/Service Provider for doing reverse transition.

16. Service Levels:

- 16.1. During the term of the contract, the vendor shall maintain the Service Levels as detailed in RFP/ PO. In case the vendor fails to maintain the Service Levels, Liquidated damages as detailed in RFP/ PO shall be imposed on the Vendor/Service provider.
- 16.2. 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.

16.3. 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.

16.4. 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.

17. Business Continuity Plan:

17.1. 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.

17.2. 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.

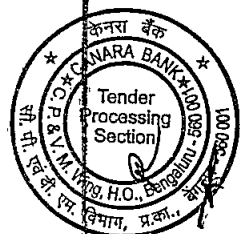
18. Hiring of Bank Staff or Ex-Staff:

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.

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

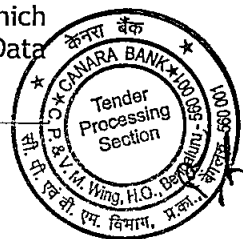
19.1. BIDDER/VENDOR/ SERVICE PROVIDER shall comply with Bank's various policies like Information Security policy and Cyber Security Policy, Internet Policy, Information System Audit Policy, E-Mail policy and Guidelines.

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



20. Protection of Data:

- 20.1. 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.
- 20.2. 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.
- 20.3. 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.
- 20.4. 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.
- 20.5. 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.
- 20.6. For the Purpose of this clause, "Data Protection Laws" means all directives, statutes, regulations, orders, decrees, decisions, or any other like legal instrument (whether enacted in India or any other relevant jurisdiction) which pertain to the protection of privacy and confidentiality of Personal Data



including Digital Data Protection Act, 2023, Information Technology Act, 2000, and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, as amended from time to time.

20.7. 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.

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

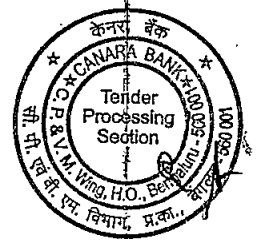
22.1. The BIDDER/VENDOR/ SERVICE PROVIDER shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, 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 the BIDDER/VENDOR/ SERVICE PROVIDER;

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

22.2. The BIDDER/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 service provided by them.



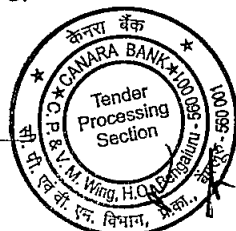
- 22.3. All Employees engaged by the BIDDER/VENDOR/ SERVICE PROVIDER shall be in sole employment of the BIDDER/VENDOR/ SERVICE PROVIDER and the BIDDER/VENDOR/ SERVICE PROVIDER shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be 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/VENDOR/ SERVICE PROVIDER.
- 22.4. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
- 22.5. BIDDER/VENDOR/ SERVICE PROVIDER aggregate liability shall be subject to an overall limit of the total Cost of the project.
- 22.6. 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 actual claims.

23. Conflict of Interest:

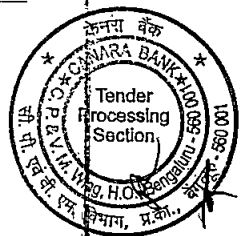
- 23.1. BIDDER/VENDOR/ SERVICE PROVIDER represents and warrants that it has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
- 23.2. BIDDER/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. BIDDER/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 BIDDER/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 BIDDER/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 BIDDER/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 BIDDER/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/ BIDDER/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 BIDDER/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 BIDDER/VENDOR/ SERVICE PROVIDER] and neither Party [BANK nor BIDDER/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 BIDDER/ VENDOR/ SERVICE PROVIDER] hereto, any rights or remedies herein.
25. **Force Majeure**
- 25.1. The selected bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.
- 25.2. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the selected bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the selected bidder, resulting in such a situation.

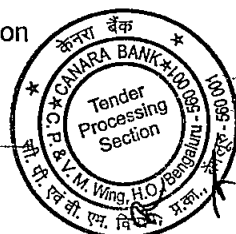


- 25.3. In the event of any such intervening Force Majeure, the selected bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the selected bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- 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 the selected bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the selected bidder.

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 Hardware/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 Data Protection Bill.

27. Corrupt and Fraudulent Practices

27.1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy.

27.2. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution and "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition

27.3. The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

27.4. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

27.5. The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.

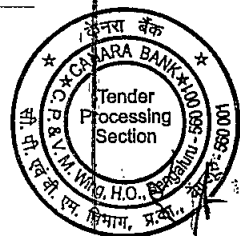
27.6. Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.

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

27.8. The selected bidder 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.

28. Adoption of Integrity Pact

28.1. The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/ officials of both sides, not to resort to any corrupt practices in any aspect/ stage of the contract.



- 28.2. Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible to participate in the bidding process.
- 28.3. The Bidders shall submit signed Pre Contract integrity pact (Hard Copy) as per Appendix-F along with Part A - Technical cum Eligibility. Those Bids which are not containing the above are liable for rejection.
- 28.4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.
- 28.5. Bidders to disclose the payments to be made by them to agents/ brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- 28.6. Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 28.7. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/ Guarantee/ AMC if contracted whichever is later.
- 28.8. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 28.9. Integrity pact shall be signed by the person who is authorized to sign the Bid.
- 28.10. The Name and Contact details of the Independent External Monitor (IEM) nominated by the Bank are as under:

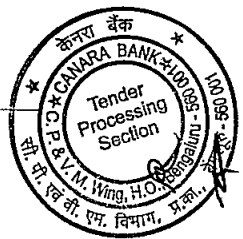
Smt. Dolly Chakrabarty Email : dollychakrabarty@gmail.com	Sri. Hem Kumar Pande Email : hempande@hotmail.com
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29. Amendments to the Purchase Order

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.

30. 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.



31. 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.

32. Social Media Policy

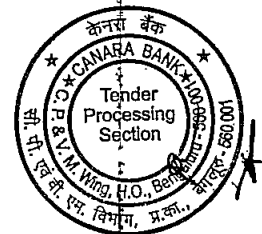
- 32.1. No person of the bank or the contractors and third parties shall violate the social media policy of the bank.
- 32.2. The following acts on the part of personnel of the bank or the contractors and third parties shall be construed as violation of social media policy:
- 32.3. Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.
- 32.4. Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of social media related systems and procedures.
- 32.5. Any unauthorized use or disclosure of Bank's confidential information or data.
- 32.6. 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.

33. Resolution of Disputes

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 Bengaluru, India. Proceedings of the mediation shall be conducted in English language.

34. Legal Disputes and Jurisdiction of the court

- 34.1. The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.



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

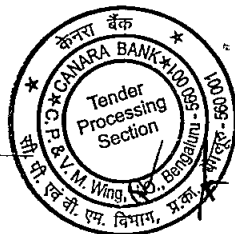
35. Bidder Conformity

35.1. 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.

35.2. 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.

35.3. 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.

The BIDDER/ 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 Bidder/ 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.

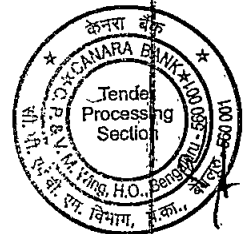


SECTION H- PURCHASE PREFERENCE

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.

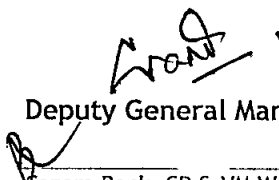


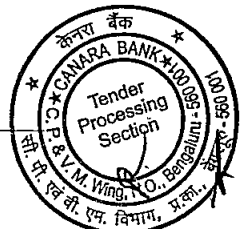
- 1.8. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of two years from being eligible to submit Bids for contracts 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 terms & conditions with regard to the MSEs exemption 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 Startups: 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. Startups may be MSMEs or otherwise. The decision of the Procuring Entity in this regard shall be final.
- 2.4. Startups are exempted from submission of EMDs.
- 2.5. For availing the relaxations, Bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the Bidder's company/firm) and notary public with legible stamp.
- 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.

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.


Deputy General Manager





Annexure-1
Bid Covering Letter

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

Reference No:

Date:

The Deputy General Manager,
Canara Bank,
Centralised Procurement & Vendor Management Wing
Naveen Complex, 14 M G Road,
Bengaluru - 560 001, Karnataka

Dear Sir,

SUB: Selection of Vendor for Supply, Installation, Configuration and Maintenance of IBM Power 10 Servers, Storages, SAN Switches and allied components

Ref: RFP 02/2024-25 dated 17/03/2025.

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.

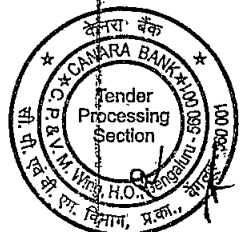
If our offer is accepted, we undertake to complete the formalities of deliverables as per timelines mentioned in the RFP for each ordered locations.


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 H1 bid or any offer the Bank may receive without assigning any reason whatsoever.

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



केनरा बैंक  Canara Bank

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.

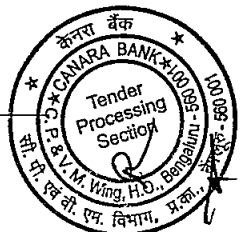
We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Date:

Signature with seal

Name:

Designation:





Annexure-2
Pre-Qualification Criteria

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

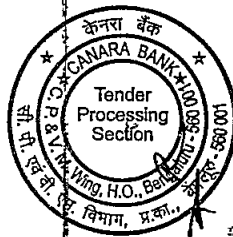
SUB: Selection of Vendor for Supply, Installation, Configuration and Maintenance of IBM Power 10 Servers, Storages, SAN Switches and allied components

Ref: RFP 02/2024-25 dated 17/03/2025.

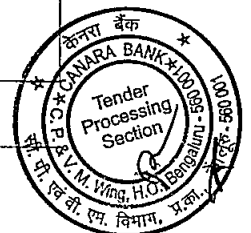
We have carefully gone through the contents of the above referred RFP along with replies to pre-bid queries & amendment, if any and furnish the following information relating to Pre-Qualification Criteria.

Table-A

Sl. No.	Pre-Qualification Criteria	Documents to be submitted In compliance with Pre-Qualification Criteria	Bidders Response
1.	Signing of Pre-Contract Integrity Pact	The Bidder should submit signed Pre-Contract Integrity Pact on Non-Judicial Stamp Paper of Rs.500/- or more (as per respective state Stamp Act) as per Appendix-G.	
2.	<p>The Company operating should be legally compliant company and can be:</p> <p>a. A partnership firm or a Limited Liability Partnership duly registered under the Limited Liability Partnership Act, 2008. (OR)</p> <p>b. Company duly registered in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013. (OR)</p> <p>c. Proprietorship firm duly registered under the applicable shops and commercial Establishments Act and should be compliant to all the applicable laws.</p>	<p>Copy of Certificate of FIRM/LLP registration.</p> <p align="center">(OR)</p> <p>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.</p> <p align="center">(OR)</p> <p>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.</p> <p>For (c) Documentary proof for confirming registration of</p>	



		Proprietorship firm (e.g. Copy of Certificate of registration under shops and commercial Establishments Act., GST etc.)	
3.	An authorized Partner/ dealer of the proposed product.	The bidder to submit the authorization letter if from the OEM and OSO/ OSD to deal/ market their product in India and it should be valid for entire contract period from the date of submission of the bid.	
4.	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.	The bidder should submit self-declaration on the Company's letter head to this effect.	
5.	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.	
6.	The Bidder should have average turnover of Rs.100.00 Crores or above in the last 3 (three) financial years (i.e., 2021-22, 2022-23 and 2023-24). This must be the individual company turnover and not of any group of companies.	Bidder has to submit audited Balance Sheet copies for last 3 Years i.e., 2021-22, 2022-23 and 2023-24 along with certificate from the Company's Chartered Accountant to this effect with Unique Document Identification Number (UDIN).	
7.	The Net Worth of bidder should not be negative as on 31/03/2024 and also should have not been eroded more than 30% in the last three financial years ending on 31/03/2024.	The bidder should submit certificate from the Company's Chartered Accountant with UDIN to this effect.	
8.	The Bidder/OEM should have successfully supplied and installed minimum cumulative 6 Nos. of IBM Power Servers of the series 950/980/1050/1080 in India in the last three years at Customer's DC and DR in Indian Market in any two Scheduled Commercial Bank/ NBFC/ Insurance Company/ PSU/ Central Government Organization in India in the last three years as on the date of submission of bid for this RFP.	Copy of the purchase order/ Work order/ Satisfactory performance letter/ Certificate of completion of the work. The Bidder/OEM should also furnish letter from the institution quoting the period and nature of services provided.	
9.	The bidder should submit the detailed bill of material covering all the Hardware and software components	Detailed bill of material covering all the Hardware and software components being	





	being supplied as part of the solution with details of the required infrastructure from the Bank.	supplied as part of the solution to be furnished along with the technical bid.	
10.	The bidder should have support office and Service Centre at Bangalore and Mumbai.	The Bidder should submit the details viz., address, phone no., email id and contact person Name & Mobile no. etc.,	
11.	The Bidder to confirm that all the technical and functional specifications and Scope of work of the RFP are covered in totality in the proposal submitted by the bidder	Bidder should provide an undertaking on his letter head	
12.	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 self-declaration on the Company's letter head to this effect.	
13.	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 Authority. Bidder (entity) from a country which shares a land border with India means: a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.	"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 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 fulfill all requirements in this regard and are eligible to be considered" to be submitted in Company's letter head. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]	
14.	Authorization Certificate - Whether the Bid is authenticated by authorized person.	Bidder to submit a copy of the Power of Attorney or the Board Resolution and KYC documents evidencing the authority delegated to the authorized signatory.	

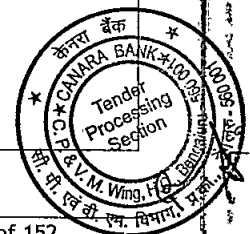


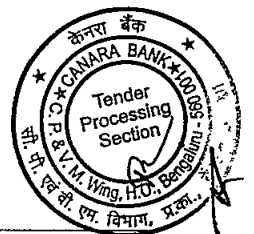
Table-B

General Conditions		
Sl. No.	Description	Compliance Yes/No
1.	ALL AMC/ATS Support back-to-back engagement proof with OEM to be shared with bank for reference.	
2.	The proposed Hardware/Software generation in this RFP should be latest version the date of RFP submission and the proposed Hardware and Software should not become End of Sales for three years from the date of the submission of the RFP and End of Support/ Life for 6 years from the date of the submission of the RFP.	
3.	For all the hardware supplied in this project should have dual power and required cable rack mounting kits to be supplied.	

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 Technical cum Eligibility.

Date:
Place:

Signature with seal
Name:
Designation:





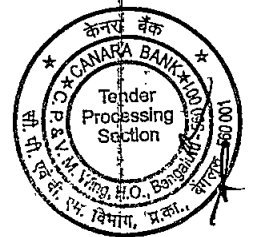
Annexure-3
Bidder's Profile

(Bidder's Profile has to be submitted in company's letter head)

SUB: Selection of Vendor for Supply, Installation, Configuration and Maintenance of IBM Power 10 Servers, Storages, SAN Switches and allied components

Ref: RFP 02/2024-25 dated 17/03/2025.

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)	Whether registered as MSE for the item under the RFP? (Proof of registration as MSE for the item under the RFP)	
6)	Whether in technical collaboration with Foreign Company? If so give details	
7)	Number of Years in the Business	
8)	Number of years of experience in Handling large projects for Banks.	
9)	Address for Correspondence: Registered Office: Corporate Office:	
10)	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)	
11)	<u>Details of Service Net Work</u> Bengaluru: Mumbai:	



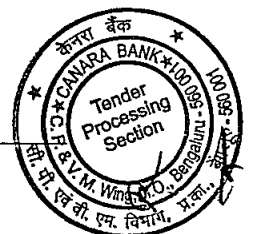
12)	PAN number GSTIN <u>Beneficiary Bank Details</u> Beneficiary Name Beneficiary Account Number Type of Account (OD/OCC etc.) IFSC Name of the Bank and Branch address	
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Wherever applicable submit documentary evidence to facilitate verification.

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 :



केनरा बैंक



Canara Bank

Annexure-4
Bid Security Declaration

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

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

SUB: Selection of Vendor for Supply, Installation, Configuration and Maintenance of IBM Power 10 Servers, Storages, SAN Switches and allied components

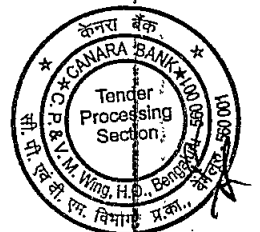
Ref: RFP 02/2024-25 dated 17/03/2025.

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:
Date:

[Signature of Authorised Signatory]
Name:
Designation:
Seal:



Annexure-5

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

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

SUB: Selection of Vendor for Supply, Installation, Configuration and Maintenance of IBM Power 10 Servers, Storages, SAN Switches and allied components

Ref: RFP 02/2024-25 dated 17/03/2025.

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

(Enclose necessary documentary proof)

Place:
Date:

[Signature of Authorized Signatory of Bidder]

Name:
Designation:
Seal



Annexure-7

Scope of Work

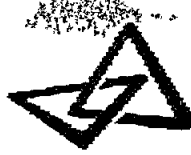
(Should be submitted on Company's letter head with company seal and signature of the authorized person)

SUB: Selection of Vendor for Supply, Installation, Configuration and Maintenance of IBM Power 10 Servers, Storages, SAN Switches and allied components.

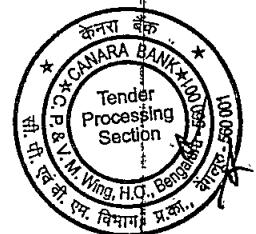
Ref: RFP 02/2024-25 dated 17/03/2025.

Sl. No.	General Scope of Work for the project	Compliance Yes/No
1.	The scope of the Services and Maintenance is to be provided for a period of Three years from the date of project signoff by the bank (i.e. 3 years warranty).	
2.	All necessary entitlements e.g., paper licenses/Key etc. for both hardware and software should be provided to the Bank.	
3.	The Bidder need to ensure support of product & change of components @ zero cost in case of any part becoming obsolete/EOL & EOS during the warranty period	
4.	During the warranty period, the Vendor is bound to do all hardware spares replacement and update of proposed hardware to next or required version without extra cost to the Bank covering all parts & labour from the date of acceptance of the systems by the Bank at the respective locations i.e. on-site comprehensive warranty. The Bank, however, reserves the right to enter into Annual Maintenance Contract (AMC) agreement either location-wise or from a single centralized location.	
5.	All supplied Hardware should have redundant Power Supply and necessary cables and Rack and Rack mounting Kit.	
6.	The warranty for the proposed hardware will start from the date of project signoff.	
7.	Bidder has to coordinate with Bank System Integrator while implementing the solution and during any point of time when ever issue is raised by the Bank.	
8.	Bidder should keep the Bank explicitly informed about the end of support dates on related products/ hardware and should ensure support during warranty period.	
9.	The Bidder should note that servers and other items being procured shall be delivered at locations as per requirements of the Bank.	
10.	The Configuration as per the technical and other specifications offered of all equipment & other items must be functional and installed from the day one after project signoff.	
11.	All necessary cables and other accessories required for successful installation of the hardware items as per the scope of work to be supplied by the Vendor and the cost of the same to be added along with the respective Hardware items while quoting.	
12.	The bidder should lay the required cables (Copper & Fiber cables) for connectivity and also should replace the faulty cables as and	

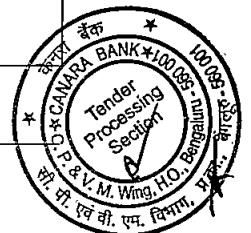




	when required without any additional cost to the bank during the entire contract period	
13.	Bidder should follow a standard development process to ensure that proposed servers meet functional, security performance and regulatory requirements of the bank.	
14.	Bidder should comply as per the IT related policies of the bank. (Details will be shared to the successful Bidder)	
15.	Bidder is responsible in installing the Hardware, Software and other items as per Technical Specifications and Scope of work in the bank environment. And as per the bank secure configuration documents	
16.	Bidder must generate and provide a complete holistic report before handover to ensure 100% serviceability of delivered hardware.	
17.	Bidder is responsible for collection of logs and submission of the logs for further analysis and providing the solution to resolve any hardware incidents.	
18.	Bidder must engage professional team/services onsite to implement/install Hardware, Software & other items.	
19.	Bidder is responsible to inform, if any new stable version/update/Service pack/firmware/code upgrade/upgrade of proposed hardware is available by OEM, to the bank within seven days (7 days) of the release and provide the upgrade solution (software) within one month of such releases without any cost to the bank during the period of contract.	
20.	If any more additional licenses are procured by the bank through the successful Bidder all such licenses are to be maintained by the bidder.	
21.	Bidder has to provide the escalation matrix to escalate any incident.	
22.	The selected Bidder should make availability of spare part/services, component etc., as and when required, and complete maintenance of the software during the contract period.	
23.	Bidder is responsible to provide the periodic reports of the proposed hardware health as per the bank requirement.	
24.	All installed hardware firmware must be of stable version and all recommended patches should be installed by the Bidder and the same to be submitted to the bank on quarterly basis.	
25.	Bidder shall conduct preventive maintenance as may be necessary from time to time to ensure that equipment is in efficient running condition so as to ensure trouble free functioning.	
26.	All the connectivity for the hardware i.e. LAN and SAN switches including required cables and other items need to be ensured by the bidder.	
27.	All proposed equipment's are required to connect existing and proposed SAN infrastructure.	
28.	The proposed hardware should be free from any kind of vulnerabilities.	
29.	Bidder should keep the bank explicitly informed the end of support dates on the related products/Hardware and should ensure a support during the warranty period.	

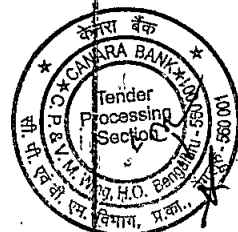


30.	Bidder must also provide the necessary power cables, LAN cables, FC cables from source to their provided rack as per the guideline of the Bank.	
31.	The Bidder has to coordinate with existing bank vendor for the SAN cable lay, connectivity and Zoning of the SAN ports as required connecting the Proposed Hardware and Software.	
32.	Bidder support should include advice and help the bank in implementing controls for the risk advised by regulators/Govt. of India.	
33.	For delivery location, the Bidder has to provide items with the related hardware, all subsystems, operating systems, system software, software drivers and manuals etc.	
34.	The Bidder should note that Servers & Other Items being procured shall be delivered at locations as per requirements of bank and the Vendor will be required to support all such installations. The Bank reserves the right to change location by giving prior notice.	
35.	The Hardware and Software installation and configuration for the entire set up to be handled by the qualified/experienced personnel only.	
36.	During installation if the bank requires any new Software/OS/Utility for project completion, Vendor has to install without any cost where the licenses of the software are with the Bank.	
37.	The Bidder shall conform the integrity of the software supplied i.e. the software is free from bugs, malware, covert channels in code etc.	
38.	Bank will not provide any remote session like Team Viewer, WebEx etc. for any kind of installation, bug fixing, update and upgrade in entire project tenure.	
39.	The Bidder should provide email, telephonic and onsite support.	
40.	The proposed server FC HBA interface ports should be compatible with the SAN switches provided in this part of rfp.	
41.	All hardware delivered to be rack mounted, powered on and configured properly, server rack with PDU supplied as part of this RFP	
42.	Bidder to carry out Internal structured cabling both Copper (CAT 6/CAT 7 and Fibre (OM4) for devices supplied by successful bidder, with sufficient redundancy where ever applicable/ required within server racks, network racks.	
43.	Bidder to carry out the internal cabling/ laying only through a certified vendor and to share the test report to Bank for acceptance. All the cables to be properly labelled, tagged and color coded as per industry standards. Cable laying, labeling and dressing will be done by Bidder without any additional cost to Bank.	
44.	Structured Cabling to be used from OEM's like Amp/CommScope SYSTIMAX/ Panduit.	
45.	Design Documents and Knowledge transfer to the implementation of the projects to be shared	
46.	Data centre readiness check. To identify suitable rack position ensuring required power, cooling to new devices and adjacent devices.	



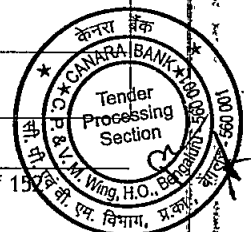


47.	Providing Pre-requisite for Newly Supplied Hardware for Installation.	
48.	Data Centre Site Readiness Check	
49.	Hardware BOM Verification	
50.	Rack Placement at DC and DR	
51.	Unpack the BOM, Racking, Stacking and Cabling at DC and DR	
52.	All the LPAR creation and migration counts and Storage luns creations there might be 20% variation in this project based on the bank requirement	
53.	Hardware Power On and Firmware Upgrade. Any other activity required to complete the Power-ON.	
54.	During the Warranty Period following Scope will be covered, <ul style="list-style-type: none"> • Ticketing with OEM • OEM Remote Technical Support (RTS) (if required on bank discretion) • OEM Onsite Technical Support (Field) (if required on bank discretion) • Break Down Support for OEM Hardware as supplied • Firmware Upgrade Support • Linux/ AIX / Power VC / Power HA update which includes Technology Level and Service Pack. • Quarterly System Health Check. 	
55.	Bidder has to coordinate with the existing SI and respective OEM for all ongoing activities for the entire project tenure	
56.	The Bidder will responsible for the following:	
A	Delivery of proposed hardware to Bank locations specified in BID.	
B	Safely Unpacking of shipped boxes at staging area.	
C	Physical movement of supplied hardware from staging area to Server Farm.	
D	Identification and labelling of hardware assets as per delivery invoices.	
E	Rack assembling, installation and power connectivity from industrial sockets and testing of required power rating.	
F	Mounting of servers, storages and SAN switches to server rack as per industry best practices.	
G	Server power on and cable dressing.	
H	Server Management connectivity.	
I	LAN and SAN Cable lay with proper labelling, tagging and cable dressing.	
J	Configuration of RAID as per requirement of bank in supplied Servers and storages	
K	LAN connectivity to bank existing network switch	
L	All activities related to server and storage Administration assigned during the implementation period and till project sign off without any extra cost.	
Sl. No.	Scope of Work for Servers	Compliance Yes/No

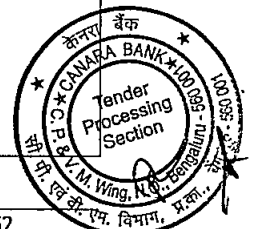




	<ul style="list-style-type: none"> Design review and final design document for customer signoff and provide Pre-requisites for the implementation phase Network Ports & Storage Ports required Connectivity to the Network & SAN switch 	
11	<p><u>Implementation of Low-Level Design</u></p> <p>Configuration of Target Power hardware at DC & DR as per the design,</p> <ul style="list-style-type: none"> Validation of hardware installation Review HMC Scanner for the Adapter Placement as per the design Prepare/ Build the NIM Server for the Installation VIOS deployment and Virtualization configuration Validation of Network and SAN connectivity VIOS Failover Tests and Implementation validation Create new LPAR profiles. AIX installation and configuration on UAT DB LPARs MKSYSB restoration of existing UAT App LPARS to new UAT LPARS Provide support during DB/ Oracle RAC installation. Installation done by Lab DB team Augmentation of existing DRPT DB LPARs with additional CPU, Memory, Network and SAN adapters. PowerSC hardening to LPARs Integrate new 2xPower10 UAT servers and new 3xFS9500 2 x FS7300 storages in PowerVC Implementation of I/O Drawer on existing four power 10 server (2 Dc & 2 DRC) 	
12	<p>Bidder will be responsible for performing the activities mentioned in the scope section and delivering deliverables as mentioned below.</p> <ul style="list-style-type: none"> LLD design documents Implementation of LLD as per scope 	
13	<p><u>DATABASE Server implementation Approach</u></p> <p><u>Data Collection & Review</u></p> <ul style="list-style-type: none"> Review Database lpars Collect baseline configuration data of current environment, analyzing the current resource configuration required for arriving at the detailed system design and implementation architecture. Provide input gathering template to customer for collecting LPAR profiles, IP/Net-work configurations, critical application sizing's and IO requirements as below AWR, ASH and ADDM reports DB and Patch version ASM disk Group and filesystems information 	
14	<p>Bidder to provide the following database related activity.</p> <p><u>Low Level Design of servers</u></p>	

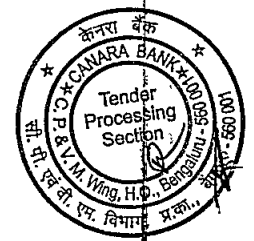


	<ul style="list-style-type: none"> 2 x E1080 in DC, 6 x AIX7.3 LPARs, install Oracle 19c ASM + RDBMS software and apply latest RU update patches. 2 x E1080 in DR, 5 x AIX7.3 LPARs, install Oracle 19c ASM + RDBMS software and apply latest RU update patches. 2 x E1080 in DRPT, 2 x AIX7.3 LPARs, install Oracle 19c RAC clusterware ASM + RDBMS software and apply latest RU update patches. Restore database from the latest Flashcopy/DB backup on one UAT lpar till successful project completion. Restore new db from the latest Flashcopy/DB backup on UAT lpar till successful project completion. 	
Sl. No.	Scope of Work for Storages	Compliance Yes/No
1	The Bidder needs to configure/implement the Storage as per the BANK policy. Need to provide the SOP with step-by-step procedure to BANK technical personnel. Need to provide document for each feature how to use/configure/admin it.	
2	Install & configure storage hardware and software components	
3	Integrate storage systems with existing and proposed infrastructure including servers, networks, SAN	
4	Showcase the Monitor storage performance metrics including throughput, latency, and IOPS.	
5	Identify performance bottlenecks and implement optimization strategies such as load balancing, caching, or tiering.	
6	Tune storage configurations and parameters to maximize efficiency and responsiveness.	
7	Design and implement data protection strategies including backup, replication, and snapshotting.	
8	Implement security controls to protect sensitive data and prevent unauthorized access.	
9	Configure access controls, encryption, and authentication mechanisms according to industry best practices and regulatory requirements.	
10	Generate regular reports on storage capacity, utilization trends, and performance metrics as per bank requirement	
11	documentation on storage configurations, procedures, and troubleshooting guidelines.	
12	performing code upgrade on quarterly basis.	
13	<p>Bidder team is requested to provide the following storage works</p> <p>Low level design of:</p> <ul style="list-style-type: none"> 3 x FS9500 storage in DC 3 x FS9500 storage in DR 1 x FS7300 at DC 1 x FS7300 at DR 3x 48-port SAN blade upgrade in existing SAN512B-7 Director1 in DC 3x 48-port SAN blade upgrade in existing SAN512B-7 Director2 in DC 	

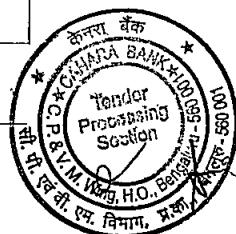




	<p>3 x 48-port SAN blade upgrade in existing SAN512B-7 Director1 in DR 3 x 48-port SAN blade upgrade in existing SAN512B-7 Director2 in DR 2 x SAN128B-7 switches with 96 Port in DC 2 x SAN128B-7 switches with 96 Port in DR SAN port connectivity to above of E1080 LPARs and FS9500 storages using new SAN128B-7 switches</p>	
<p>14</p>	<p>Implementation of LLD for: 3 x FS9500 storage in DC 3 x FS9500 storage in DR 1 x FS7300 at DC 1 x FS7300 at DR 3x 48-port SAN blade upgrade in existing SAN512B-7 Director1 in DC 3x 48-port SAN blade upgrade in existing SAN512B-7 Director2 in DC 3 x 48-port SAN blade upgrade in existing SAN512B-7 Director1 in DR 3 x 48-port SAN blade upgrade in existing SAN512B-7 Director2 in DR 2 x SAN128B-7 switches with 96 Port in DC 2 x SAN128B-7 switches with 96 Port in DR Logical configuration of the listed SAN and storage components, which includes array creation, SAN zoning, host mapping, and volume creation.</p>	
<p>11</p>	<p><u>Storage Implementation Approach</u></p> <p>A) Low level design of 6 x FS9500 Storage, 2 X FS7300 which includes</p> <ol style="list-style-type: none"> Array, Pool, Volume configuration FS9500 & above listed E1080 servers SAN connectivity across a pair of SAN128B-7 SAN directors. Host SAN zoning for 30 x AIX LPARs with FS9500 ports Host creation and Volume mapping for all the 30 x AIX LPARs <p>B) Logical implementation of 6 x FS9500 Storage, 2 X FS7300 which includes</p> <ol style="list-style-type: none"> Creation of Encrypted array and pool Creation of host objects for 30 x AIX LPARs Creation of SAN zoning for 30 x AIX LPARs with the new FS9500 storage across a pair of SAN128B-7 SAN directors. <p>C) Spectrum Control and storage integration</p> <ol style="list-style-type: none"> Spectrum control software integration with 6 x FS9500 storages Spectrum control software integration with 2 x FS7300 storages 	

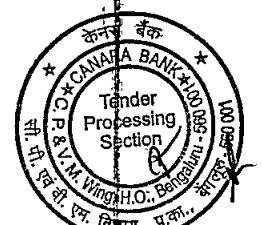


	<p>D) Storage-level support during ODG/ RMAN migration for up to 12 UAT setups</p> <p>a. Storage support includes volume mapping, multipath verification.</p> <p>b. One-time high-level performance assessment such as IOPS, throughput and response time for pre & post migration period</p> <p>E) Handover of new FS9500, FS7300 setup to the client admin team</p> <p>a. The final LLD will be shared with client team. A walk through will be provided on the new Storage setup as part of post-implementation closure task.</p>	
Sl. No.	Scope of Work for Network Switches	Compliance Yes/No
1	Bidder has to supply, install, commission, integrate, implement, manage and maintain the Switches along with required license for a period of 3 years (warranty) at Bank DC and DRC from the date of project sign off.	
2	Bidder has to take Back-to-Back OEM support for all Hardware/Appliance, software, licenses etc.	
3	Bidder should ensure planning and designing for proposed solution.	
4	Bidder should ensure that proposed solution should work for Data, Voice and Video	
5	Bidder should adopt best practices to implement the solution and should ensure that there should not be any degradation in performance of any application due to implementation of proposed solution. If there is any degradation of performance, Vendor should replace/Upgrade the required hardware without any additional cost to Bank.	
6	Bidder should carry out all the configuration changes as per the proposal with minimum downtime.	
7	Bidder should carry out required switching in the proposed solution	
8	Bidder should deliver all equipment with latest IOS/Patches etc.	
9	Bidder should ensure use the IP address provided by Bank for any of the host without network architectural changes at DC and DRC	
10	Bidder should ensure that solution is interoperable with different OEMs for Open standard technology Deployment	
11	Bidder should ensure that proposed solution work for alternate service provider in Load balancing/Load sharing/Auto fall back in the LAN	
12	Bidder has to act as a single point of contact for the execution of the project. Initiate project kick-off meeting between their Solution Architect and Bank Project Manager. Develop project plan and track the progress against the project plan. Manage project resources, risks and issues as per project plan. Conduct regular progress meeting with Bank	
13	Bidder has to Plan, Design considering various failovers scenarios, integrate with existing and future infrastructure, maintain and coordinate with OEM at Bank Data Centre and & Data Recovery Centre.	





14	Bidder includes low- & high-level diagrams, planning of the implementation and should be aimed at ensuring that a new network or service meets the needs of the Bank.	
16	Bidder should ensure high resilience, scalability, high security, and high availability without any single point of failure.	
17	The above-mentioned HA should take care of Hardware/ Software/ Device/ Power/ Interface failure.	
18	Bidder to submit Migration plan, implementation document, solution architecture, traffic flow, cabling diagram etc.	
19	Bidder should advise and help Bank in optimizing network security, implementing security control for the risk advised by regulators, Govt. of India etc. for Provided Hardware and Software.	
20	Bidder should ensure there should be 24x7x365 TAC Support from direct OEM for any technical issue with Committed Response time to Severity-1 issues should be less then equal to 30 minutes from OEM.	
21	The Bidder should ensure RMA Shipment should be within four hours after confirmation from OEM TAC.	
22	Bidder to assign IP address and host name to all the proposed switches.	
23	Bidder to set modes of port (Duplex, Half Duplex, Auto) and assign them to the VLANs as per the implementation plan document.	
24	Bidder to Configure the Security hardening like ACL, AAA, NTP, SNMP, Net flow & Logging etc.	
25	Bidder to configure the device to integrate with SIEM, NBA etc.	
28	Bidder to Create the L2 VLAN on the switch wherever required.	
29	Bidder to configure high availability features such as power supply redundancy, fabric engine redundancy etc.	
31	Bidder to assign the VLAN/Trunk on the respective interface connecting to Server form switch.	
32	Bidder to configure the required user/Server/Switch interface with respective VLANs.	
33	The equipment provided by Vendor should not reach End of Life or End of Support date by the OEM within the contract period. In the event of the supplied equipment reaching as EOL or EOS within the period of 5 years from the date of commissioning of the equipment, Vendor has to replace the equipment with equipment having equivalent or higher configurations. Vendor should keep the Bank explicitly informed about the end of support dates on related products/License/hardware/Software and should ensure support during contract period.	
34	Bidder to design & plan IP/network schema with the Bank team for the proposed architecture.	
35	Install the proposed switches in the Rack and do the Power on Self-Test.	
36	Bidder should ensure Mounting, Installation, commissioning should be done without impacting Bank exiting Network setup	
38	All the equipment must support on dual stack IPv4 plus IPv6.	
39	Bidder to Perform and document ping or connectivity tests to demonstrate the correct installation of the Router and Switches,	



	validate the configuration and share the report of ping test and port configuration, high availability features etc.	
40	Bidder should deliver Final Connectivity Document, Configuration Document, Inventory documents, Acceptance test documents, Training attendance sheets and feedback forms.	
41	Vendor has to ensure proposed switches support with 802.1X proxies, NAC solutions, and any other source of user identity information.	
42	Bidder should ensure that during various phases of implementation, the performance, security, etc. of the existing network/Security setup is not compromised.	
43	Bidder has to provide equipment & peripherals with rack mounting kit to accommodate all components in the rack space provided in the Bank's Data centres.	
44	All necessary entitlements e.g., paper licenses/Key etc. for both hardware and software should be provided to the Bank.	
46	Bidder should Upgrade/ Provide/ inform Bank about all release/ version change of patches/ upgrades/updates of Hardware/ software/ OS/ signatures product development path, etc. of the proposed solution as and when released by the OEM. Wherever required, Bank may seek help/support from the System Integrator.	
47	Bidder has to own the responsibility of making the solution run as desired by the Bank.	
48	Bidder must provide detailed SOP, troubleshooting steps of the provided solution along with the Installation and Administration guide for reference, which must include High level Design (HLD) and Low-Level Design (LLD) documents at no extra cost to the Bank.	
49	Bidder should ensure all devices should have redundant power supply and network connectivity is dual homed.	
50	Bidder should support and integrate Switches as per Bank's network architecture requirements.	

Project Manager

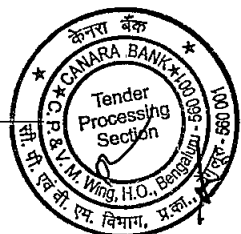
Prior to the start of this project, the vendor shall designate a person as Project Manager, who will be the focal point for Bidder communications relative to this project and will have the authority to act on behalf of the bidder in all matters regarding this project.

Project Manager's responsibilities will include the following:

- Lead and assign the department SPOC for Bidder to interact with the various departments involved in the project. Manage your personnel and responsibilities for this project.
- serve as the interface between Bidder and all your departments participating in the project.

Scope of Work under SLA:

- Ticketing with OEM Regional Command Centre (RCC)
- OEM Remote Technical Support (RTS)
- OEM Onsite Technical Support (Field)





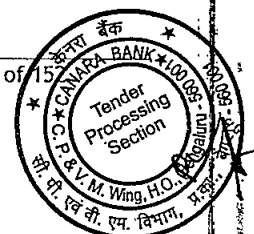
- Break Down Support for OEM Hardware & System software as supplied
- Remote or Onsite Firmware Upgrade Support
- Remote or Onsite AIX/ Power VC/ Power HA update which includes Technology Level and Service Pack.
- Quarterly System Health Check.
- Any other activity required for maintaining SLA

Hardware Power On Installation Scope for IBM Server, Storage, SAN & N/w Switches and all other components supplied as part of RFP:

- Data centre readiness check. Bidder will provide all technical pre requisite to Bank. Bidder will also perform site readiness check to identify suitable rack position and provide inputs for required power & cooling to new devices.
- Providing Pre-requisite for Newly Supplied Hardware for Installation.
- Hardware BOM Verification
- Rack Placement at DC and DR
- Unpack the BOM, Racking, Stacking and Cabling at DC and DR
- Hardware Power On and Firmware Upgrade.

General terms and conditions:

1. The Upgradation of the Solution without any impact on day to day working.
2. Without prejudice to the above, the Upgradation will require the reflection, at the Bank's option of all functionality, bug fixes and other customizations implemented on the existing Solution.
3. The provision of all necessary services, including Facility Management Services if any, for the maintenance of Software, including the provision of necessary resources, for the Software Upgradation and pursuant to the Project.
4. All original invoices, licenses, manuals, media pertaining to hardware, software will be handed over at the respective delivery locations against acknowledgement from the Bank Officials.
5. Bidder shall provide all the items stated in their proposal, which may or may not have been mentioned in the order like any system/storage related software/firmware/code or any hardware components which may be required to ensure commissioning and functioning of the hardware, software and network devices within the price indicated in the order.
6. After delivery, installation & implementation of the hardware & software, the Bank at its discretion may conduct post-delivery audit by a reputed third party within one month to ensure delivered items are in conformity with order. If such audit report reveals any deficiencies/ shortcomings; Bidder should make such deficiencies/short comings at their cost immediately.
7. Bidder shall coordinate with other OEMs & service providers in ensuring that all the deliverables and commitments made to the Bank for this project are honoured without fail.



8. Bidder to co-ordinate with our DC Bengaluru and DRC Mumbai, IT Wing for proper and complete implementation of the project
9. Bidder shall ensure that, as per the proposals, the Upgraded Hardware and Software is technically and functionally capable of handling increased load in terms of transactions, concurrent users, batch processing, etc., and is scalable to handle the project load of the Bank.
10. Normally, the Purchase Order will be placed on Bidder as per the details given in the proposal. But, if there is any change in Name/Address/Constitution of Bidder at any time from the date of Purchase Order, the same shall be informed by Bidder to the Bank immediately. This shall be supported with necessary documentary proof or court orders, if any. Further, if Bidder is undergoing any re-organisation/restructuring/merger/demerger and on account such a change and Bidder 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 of the Bank to place orders or otherwise under such situation shall rest with the Bank and the decision of the Bank will be final.
11. Bidder shall ensure that the project is provisioned in such manner that it meets all the technical and functional requirements of the Bank as envisaged in the Scope of Work and all activities are completed in accordance with the implementation schedule. Furthermore, Bidder shall ensure that the entire project is completed within the payment terms mentioned in this Purchase Order. Subject to the terms of this Purchase Order, no escalation in costs for any reason whatsoever, whether foreseeable or not shall be permitted.
12. Bidder shall ensure that there is no system downtime disruption to Branches during the implementation of the Software/ Hardware Upgrade and facilitate an efficient and smooth maintenance of the Upgraded application environment.
13. All the LPAR creation and migration counts and Storage LUNs creations there might be 20% variation in this project based on the bank requirement.

We comply with the above Scope of Work, Non-compliance to any of the scope of work will lead to disqualification of the bidder in Technical proposal.

Date:

Signature with seal

Name:

Designation:





Annexure-8

Technical Specifications and Quantity

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

SUB: Selection of Vendor for Supply, Installation, Configuration and Maintenance of IBM Power 10 Servers, Storages, SAN Switches and allied components.

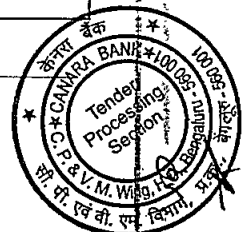
Ref: RFP 02/2024-25 dated 17/03/2025.

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

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

1. DC - 2 Nos and DR- 2Nos

NEW UAT Server @ DC- 2Nos-Each E1080 Server having (200 Core Active out of 240 physical Core)- (6.5TB active out of 8TB physical RAM)- 26 x Dual Port 10Gb/25Gb NICs-26 x Dual Port 32Gb FC HBA- 200 x AIX Enterprise Edition (Inclusive 200 nos of PowerSC & 200 nos of PowerVC) with warranty 3YR			
Partno	Specification	Qty	Total Qty
9080-HEX	Server 1:9080 Model HEX	1	2
	Power Cable - Drawer to IBM PDU, 200-240V/10A	20	
	25GbE Optical Transceiver SFP28	52	
	PCIe4 LP 2-Port 25/10/1 GbE RoCE SFP28 Adapter	14	
	PCIe4 2-Port 25/10/1 GbE RoCE SFP28 Adapter	12	
	800GB Mainstream NVMe U.2 SSD 4k for AIX/Linux	4	
	60-core (4x15) 3.55 to 4.00 GHz (max) Power10 Processor with 5U system node drawer	4	
	1 core Processor Activation for #EDP4	200	
	4-NVMe U.2 (7mm) Flash drive bays	4	
	512 GB Memory Activations for HEX	13	
	256 GB (4x64GB) DDIMMs, 3200 MHz, 16GBIT DDR5 Memory	32	
	PCIe4 32Gb 2-port Optical Fibre Channel Adapter	12	



	PCIe4 LP 32Gb 2-port Optical Fibre Channel Adapter	14
	PCIe Gen4 I/O Expansion Drawer	2
5765-CD3	IBM AIX 7 Enterprise Edition which includes PowerSC and PowerVC	200
5765-VE4	IBM PowerVM V4	200
7965-S42	POWER RACK	1
	4.3m (14-Ft) 1PH/63A 200-240V Power Cord	4
	High Function 12xC13 Single-Phase or Three-Phase Wye PDU plus	4

NEW UAT Server @ DR- 2Nos-Each E1080 Server having (200 Core Active out of 240 physical Core)- (6.5TB active out of 8TB physical RAM)- 26 x Dual Port 10Gb/25Gb NICs-26 x Dual Port 32Gb FC HBA- 200 x AIX Enterprise Edition (Inclusive 200 nos of PowerSC & 200 nos of PowerVC) with warranty 3YR

Partno	Specification	Qty	Total Qty
9080-HEX	Server 1:9080 Model HEX	1	2
	Power Cable - Drawer to IBM PDU, 200-240V/10A	20	
	25GbE Optical Transceiver SFP28	52	
	PCIe4 LP 2-Port 25/10/1 GbE RoCE SFP28 Adapter	14	
	PCIe4 2-Port 25/10/1 GbE RoCE SFP28 Adapter	12	
	800GB Mainstream NVMe U.2 SSD 4k for AIX/Linux	4	
	60-core (4x15) 3.55 to 4.00 GHz (max) Power10 Processor with 5U system node drawer	4	
	1 core Processor Activation for #EDP4	200	
	4-NVMe U.2 (7mm) Flash drive bays	4	
	512 GB Memory Activations for HEX	13	
	256 GB (4x64GB) DDIMMs, 3200 MHz, 16GBIT DDR5 Memory	32	
	PCIe4 32Gb 2-port Optical Fibre Channel Adapter	12	
	PCIe4 LP 32Gb 2-port Optical Fibre Channel Adapter	14	
	PCIe Gen4 I/O Expansion Drawer	2	
5765-CD3	IBM AIX 7 Enterprise Edition which includes PowerSC and PowerVC	200	
5765-VE4	IBM PowerVM V4	200	
7965-S42	POWER RACK	1	
	4.3m (14-Ft) 1PH/32A Power Cord	8	
	High Function 12xC13 Single-Phase or Three-Phase Wye PDU plus	8	

2.I/O Drawer upgradation POWER10 at both DC- 2Nos and DR -2Nos

E1080- S/N78A1DD8,78A1DF8,78A1D88,78A1D788-
Each system having One IO Drawer (6 nos of Dual Port 32GB FC adapter and 6 Nos of Dual Port 25GbE Network adapter)

MTM	Description	Qty	Total Qty
	Power Cord 2.7M (9-foot), Drawer to IBM PDU,	2	4
	25GbE Optical Transceiver SFP28	12	





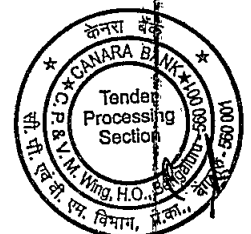
9080-HEX (IO Drawer- Upgradation)	PCIe4 2-Port 25/10/1 GbE RoCE SFP28 Adapter	6	
	3.0M CXP x16 Copper Cable Pair for PCIe4 Exp	2	
	PCIe x16 to CXP Converter Card, Supports opt	2	
	PCIe4 32Gb 2-port Optical Fibre Channel Adapter	6	
	PCIe Gen4 I/O Expansion Drawer	1	

3. CEC Upgradation at DR-2 Nos:

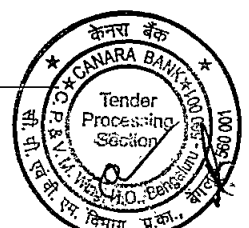
E1080- S/N78A1D98,78A1DB8, Each CEC having (60Core active out of 60 core) -(2TB RAM out of 4TB)-5 nos of Dual Port 25GbE Ethernet adapter -5 Nos of Dual port 32GB FC Adapter- 60 nos of AIX Enterprise Edition (Which includes 60 nos of Powersc and 60 nos of PowerVc)			
MTM	Description	Qty	Total Qty
9080-HEX (DRPT)	Power Cord 4.3m (14-ft), Drawer to IBM PDU	4	2
	25GbE Optical Transceiver SFP28	10	
	PCIe4 LP 2-Port 25/10/1 GbE RoCE SFP28 Adapter	5	
	60-core (4x15) 3.55 to 4.00 GHz (max) Power	1	
	1 core Processor Activation for #EDP4	60	
	512 GB DDR5 Memory Activations for HEX	4	
	256 GB (4x64GB) DDR5 Memory DDIMM	16	
	PCIe4 LP 32Gb 2-port Optical Fibre Channel Adapter	5	
	4.3m (14-Ft) 1PH/32A Power Cord	2	
	High Function 12xC13 Single-Phase or Three-Phase	2	
	PowerVM V4	60	
	IBM AIX 7 Enterprise Edition (which includes PowerSC and PowerVC)	60	

Storages and SAN Upgrade and SAN Switches:

DC Site			
SN	Description	Component	BoM
1	FS9500_UAT1	Storage	FS9500, 2TB Cache, 48x19.2TB NVMe FCM (Raw-921.6TB, after DRAID6-679.29TiB), 16x32Gbps FC, 8x64Gbps FC, Encryption feature
2	FS9500_UAT2	Storage	FS9500, 2TB Cache, 48x19.2TB NVMe FCM (Raw-921.6TB, after DRAID6-679.29TiB), 16x32Gbps FC, 8x64Gbps FC, Encryption feature
3	FS9500_UAT3	Storage	FS9500, 2TB Cache, 48x19.2TB NVMe FCM (Raw-921.6TB, after DRAID6-

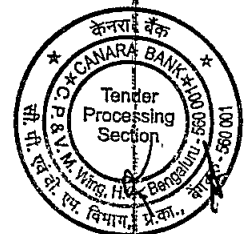


			679.29TiB), 16x32Gbps FC, 8x64Gbps FC, Encryption feature
4	Additional Cache Memory	Storage	Additional - 1TB Cache per storage
5	Storage Control for FS9500 storage	Storage Control	12-qty of IBM Spectrum Control Select Edition, Per Storage Device
6	OEM Rack	Datacenter Rack	1x Rack with 4qty of 9xC19 & 2qty of 12xC13 1p/3p Wye PDU, 6x4.3m (14-Ft) 1PH/63A 200-240V Power Cord Sufficient rack filler to be provided to fill up the unused rack space
7	64G SAN Director-1 upgrade (SN:755231F)	SAN Director SW Blade upgrade	SAN512B-7 Director Upgrade, 3x48p 64Gbps SW Blade with 64Gbps SFP+ (144 ports)
	64G SAN Director-2 upgrade (SN:787100G)	SAN Director SW Blade upgrade	SAN512B-7 Director Upgrade, 3x48p 64Gbps SW Blade with 64Gbps SFP+ (144 ports)
8	SAN128B-7	SAN switch-1	SAN128B-7, 96x 64Gbps SW ports with 64Gbps SFP+ (96 ports)
9	SAN128B-7	SAN switch-2	SAN128B-7, 96x 64Gbps SW ports with 64Gbps SFP+ (96 ports)
10	DC_FS7300_Archival	Storage	FS7300, 1.5TB Cache, 24x15.36 TB 2.5" Flash Drive (Raw-368.64TB, after DRAID6-266.38TiB), 16x32Gbps FC, Encryption feature
			Expansion Enclosure-1: 24x15.36 TB 2.5" Flash Drive (Raw-368.64TB, after DRAID6-266.38TiB)
			Expansion Enclosure-2: 24x15.36 TB 2.5" Flash Drive (Raw-368.64TB, after DRAID6-266.38TiB)
11	Spectrum Control for archival Storage	Storage monitoring	6-qty of IBM Spectrum Control Select Edition, Per Storage Device





DR Site			
SN	Option	Component	BOM
8	FS9500_UAT1	Storage	FS9500, 2TB Cache, 48x19.2TB NVMe FCM (Raw-921.6TB, after DRAID6-679.29TiB), 16x32Gbps FC, 8x64Gbps FC, Encryption feature
9	FS9500_UAT2	Storage	FS9500, 2TB Cache, 48x19.2TB NVMe FCM (Raw-921.6TB, after DRAID6-679.29TiB), 16x32Gbps FC, 8x64Gbps FC, Encryption feature
10	FS9500_UAT3	Storage	FS9500, 2TB Cache, 48x19.2TB NVMe FCM (Raw-921.6TB, after DRAID6-679.29TiB), 16x32Gbps FC, 8x64Gbps FC, Encryption feature
11	Additional Cache Memory	Storage	Additional - 1TB Cache per storage
12	OEM Rack	Datacenter Rack	1x Rack with 4qty of 9xC19 & 2qty of 12xC13 1p/3p Wye PDU, 6x4.3m (14-Ft) 1PH/32A 200-240V Power Cord Sufficient rack filler to be provided to fill up the unused rack space
13	64G SAN Director-1 upgrade (SN:787100D)	SAN Director SW Blade upgrade	SAN512B-7 Director Upgrade, 3x48p 64Gbps SW Blade with 64Gbps SFP+ (144 ports)
	64G SAN Director-2 upgrade (SN:755233L)	SAN Director SW Blade upgrade	SAN512B-7 Director Upgrade, 3x48p 64Gbps SW Blade with 64Gbps SFP+ (144 ports)
14	SAN128B-7	SAN switch-1	SAN128B-7, 96x 64Gbps SW ports with 64Gbps SFP+ (96 ports)
15	SAN128B-7	SAN switch-2	SAN128B-7, 96x 64Gbps SW ports with 64Gbps SFP+ (96 ports)
16	DR_FS7300_Archival	Storage	FS7300, 1.5TB Cache, 24x15.36 TB 2.5" Flash Drive (Raw-368.64TB, after

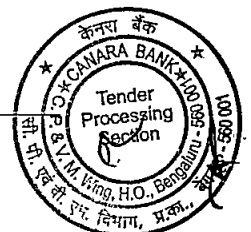


		DRAID6-266.38TiB), 16x32Gbps FC, Encryption feature
		Expansion Enclosure-1: 24x15.36 TB 2.5" Flash Drive (Raw-368.64TB, after DRAID6-266.38TiB)
		Expansion Enclosure-2: 24x15.36 TB 2.5" Flash Drive (Raw-368.64TB, after DRAID6-266.38TiB)

Note: The proposed storage should have the capability of external storage virtualization with arrays from different vendors when required. Storage should have the capability to natively replicate the data through storage level between existing core banking storage and proposed UAT storage & archival storage, also proposed storage systems should be integrated with existing storage monitoring platform (IBM spectrum control). Also, existing CBS storage and proposed storage should have similar operating code, APIs etc.

Network Switches for DC (5) and DRC (5):

Line Number	Part Number	Description	Qty
1.0	N9K-C93180YC-FX3	Nexus 9300 48p 1/10/25G, 6p 40/100G, MACsec, SyncE	10
1.0.1	CON-SNTP-N9KC93X3	SNTC-24X7X4 Nexus 9300 48p 1/10/25G, 6p 40/100G, MAC	10
1.1	MODE-NXOS	Mode selection between ACI and NXOS	10
1.2	NXK-AF-PI	Dummy PID for Airflow Selection Port-side Intake	10
1.3	NXOS-CS-10.4.2F	Nexus 9300, 9500, 9800 NX-OS SW 10.4.2 (64bit) Cisco Silicon	10
1.4	NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	10
1.5	NXA-FAN-35CFM-PI	Nexus Fan, 35CFM, port side intake airflow	40
1.6	NXK-MEM-16GB	Additional memory of 16GB for Nexus Switches	10
1.7	NXA-PAC-650W-PI	Nexus NEBs AC 650W PSU - Port Side Intake	.20





1.8	CAB-C13-C14-IN	Power Cord Jumper, C13-C14 Connectors, 1.4 Meter Length India	20
1.11	NXOS-SLP-INFO-9K	Info PID for Smart Licensing using Policy for N9K	10
1.12	SVS-B-N9K-ADV-XF	EMBEDDED SOLN SUPPORT SWSS FOR NEXUS-9K	10
1.13	C1A1TN9300XF-3Y	DCN Advantage Term N9300 XF, 3Y	10
1.9	SFP-10/25G-CSR-S	Dual Rate 10/25GBASE-CSR SFP Module	480
1.10	QSFP-40/100-SRBD	100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF	60

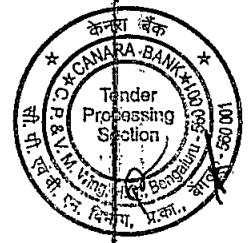
We comply with the above Technical Specification requirements, Non-compliance to any of the above requirement will lead to disqualification of the bidder in technical proposal.

Date:

Signature with Seal

Name:

Designation:



Annexure-9
Non-Disclosure Agreement
[On Firm's / Company's letter head]

SUB: Selection of Vendor for Supply, Installation, Configuration and Maintenance of IBM Power 10 Servers, Storages, SAN Switches and allied components

Ref: RFP 02/2024-25 dated 17/03/2025.

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 14, Naveen complex, HO(annex), M.G Road Bengaluru -560001 hereinafter referred to as the BANK and,

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

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

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

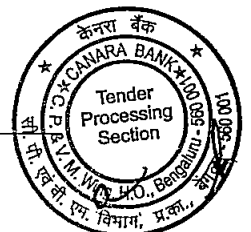
The Bidder shall not, without the BANK's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those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

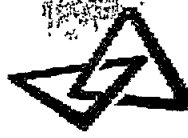
Date:

Signature with seal

Name:

Designation:



**Annexure-10****Undertaking of Authenticity**

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

SUB: Selection of Vendor for Supply, Installation, Configuration and Maintenance of IBM Power 10 Servers, Storages, SAN Switches and allied components

Ref: RFP 02/2024-25 dated 17/03/2025.

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

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

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

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

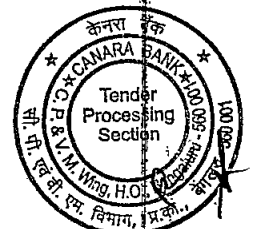
In case of default and we are unable to comply with the above at the time of delivery or during installation, for the IT Hardware/Software/Solution/Services already billed, we agree to take back the Hardware/Software/Solution/Services without demur, if already supplied and return the money if any paid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

Date:

Signature with seal

Name:

Designation:



Annexure-11
Compliance Statement
[On Firm's / Company's letter head]

SUB: Selection of Vendor for Supply, Installation, Configuration and Maintenance of IBM Power 10 Servers, Storages, SAN Switches and allied components

Ref: RFP 02/2024-25 dated 17/03/2025.

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 of the subject RFP		
Compliance to Technical Specification		

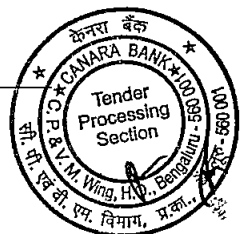
(If left blank it will be construed that there is no deviation from the specifications given above)

Date

Signature with seal

Name:

Designation:





Annexure-12

Undertaking Letter

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

SUB: Selection of Vendor for Supply, Installation, Configuration and Maintenance of IBM Power 10 Servers, Storages, SAN Switches and allied components

Ref: RFP 02/2024-25 dated 17/03/2025.

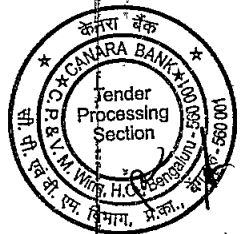
- a. We also confirm that we have quoted the services with GST only.
- b. We also confirm that in case of invocation of any Bank Guarantees submitted to the Bank, we will pay applicable GST on Bank Guarantee amount.
- c. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.
- d. 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.

Date

Signature with seal

Name:

Designation:



Annexure-13
Escalation Matrix
[On Firm's / Company's letter head]

SUB: Selection of Vendor for Supply, Installation, Configuration and Maintenance of IBM Power 10 Servers, Storages, SAN Switches and allied components

Ref: RFP 02/2024-25 dated 17/03/2025.

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 4 Hours)					
c.		Regional/Zonal Head (If response not recd in 24 Hours)					
d.		Country Head (If response not recd in 48 Hours)					

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)					

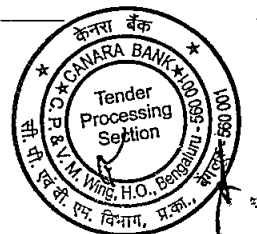
Any change in designation, substitution will be informed by us immediately.

Date

Signature with seal

Name:

Designation:





Annexure-14
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,
Centralized Procurement & Vendor Management Wing,
Naveen Complex,
14 M G Road, Bengaluru - 560 001, Karnataka

Dear Sir,

SUB: Selection of Vendor for Supply, Installation, Configuration and Maintenance of IBM Power 10 Servers, Storages, SAN Switches and allied components

Ref: RFP 02/2024-25 dated 17/03/2025.

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 RFP bid offer.

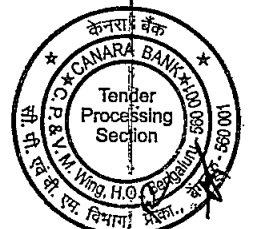
We (Manufacturer/Original Software Owner/Developer) hereby extend our full guarantee and warranty as per terms and conditions of the RFP bid and the contract for the Hardware/products/equipment and services offered against this invitation for RFP bid offer by the above firm and will extend technical 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/sfor 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 Hardware offered by the bidder to the Bank are correct, viable, technically feasible for implementation and the Hardware will work without any hassles in all the locations. We also confirm that all the equipment offered are not "End of Life" during the next One Year and "End of Support" for total Contract Period.

We hereby commit to the RFP 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-15
Bill of Material

SUB: Selection of Vendor for Supply, Installation, Configuration and Maintenance of IBM Power 10 Servers, Storages, SAN Switches and allied components

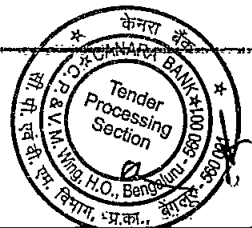
Ref: RFP 02/2024-25 dated 17/03/2025.

Notes

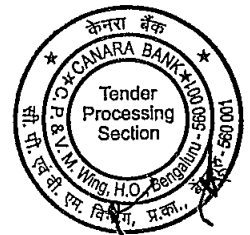
1. These details should be on the letterhead of Bidder and each & every page should be signed by an Authorized Signatory with Name and Seal of the Company.
2. The base location for the project execution would be Bangalore.
3. Please be guided by RFP terms, subsequent amendments and replies to pre-bid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

Table - A
Price details of Hardware and Software Items

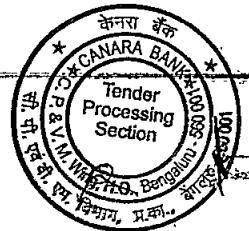
Sl. No.	Item Details	Unit Price with Three years Comprehensive onsite warranty and support (Excl. of Taxes)	Qty.	Total Cost Price with Three years Comprehensive onsite warranty and support (Excl. of Taxes)	Tax for Column c		Total Cost Price with Three years Comprehensive onsite warranty and support (Incl. of Taxes)
					% of Tax	Tax Amt.	
		a	b	c=a*b	d	e=cxd	f=c+e
1.	IBM Power 10 Server Each E1080 Server having (200 Core Active out of 240 physical Core)- (6.5TB active out of 8TB		4				



	physical RAM)- 26 x Dual Port 10Gb/25Gb NICs-26 x Dual Port 32Gb FC HBA) Technical Specification (Annexure-9)						
2.	I/O Drawer upgradation on existing Power 10 Server Each system having One IO Drawer (6 nos of Dual Port 32GB FC adapter and 6 Nos of Dual Port 25GbE Network adapter)		4				
3.	CEC Upgradation (Central Electronic Complex) Each CEC having (60Core active out of 60 core)- (2TB RAM out of 4TB)-5 nos of Dual Port 25GbE Ethernet adapter -5 Nos of Dual port 32GB FC Adapter		2				
4.	FS9500 Storage FS9500, 2TB Cache, 48x19.2TB NVMe FCM (Raw-921.6TB, after DRAID6-679.29TiB), 16x32Gbps FC, 8x64Gbps FC, Encryption feature. Additional - 1TB Cache per storage and 2-qty of IBM Per Storage Device as mentioned as per Technical Specification (Annexure-9)		6				



5.	<p>Rack</p> <p>Rack with 4qty of 9xC19 & 2qty of 12xC13 1p/3p Wye PDU, 6x4.3m (14-Ft) 1PH/63A 200-240V Power Cord - For DC</p> <p>1x Rack with 4qty of 9xC19 & 2qty of 12xC13 1p/3p Wye PDU, 6x4.3m (14-Ft) 1PH/32A 200-240V Power Cord - For DRC as per Technical Specification (Annexure-9)</p>		4			
6.	<p>64 G SAN Director Upgrade (3 Blades per director)</p> <p>SAN512B-7 Director Upgrade, 3x48p 64Gbps SW Blade with 64Gbps SFP+ (144 ports)</p>		4			
7.	<p>SAN Switch</p> <p>SAN128B-7, 96x 64Gbps SW ports with 64Gbps SFP+ (96 ports) as per Technical Specification (Annexure-9)</p>		4			
8.	<p>FS7300 Archival Storage</p> <p>FS7300, 1.5TB Cache, 24x15.36 TB 2.5" Flash Drive (Raw-368.64TB, after DRAID6-266.38TiB), 16x32Gbps FC,</p>		2			



11.	FC Cards upgrade for existing IBM SV3 SVC		36					
12.	AIX Enterprise Edition (Inclusive PowerSC & PowerVC)		920					
13.	IBM Spectrum Control Select Edition for FS 9500 Storage		12					
14.	IBM Spectrum Control Select Edition for archival FS7300 Storage		6					
15.	Total Cost for Hardware and Software (Sum of Sl. No. 1 to 14)							

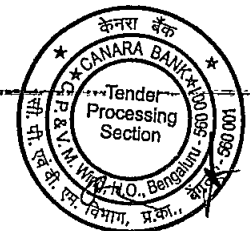


Table - B
Price details for Auxiliary Infrastructure Components

[Amount in Indian Rupees]

Sl. No.	Item Details	Cost of infrastructure service with Comprehensive warranty and support for 3 Years (Excl. of Tax)	Tax for column a		Total Cost of infrastructure service with Comprehensive warranty and support for 3 Years (Incl. of Tax)
			% tax		
		a	b	c = a x b	d
1.	Cost for Supply of all auxiliary components like fiber cables etc., and Hardware Power On Installation as per the scope of the RFP.				

Table - C
One-time Implementation charges

[Amount in Indian Rupees]

Sl. No.	Item Details	One time Implementation Charges (Excl. of Tax)	Tax for column a		Total Price (Incl. of Tax)
			% tax	Tax Amt.	
		a	b	c = a x b	d = a+c
1.	Implementation cost of project as per scope of work including migration				

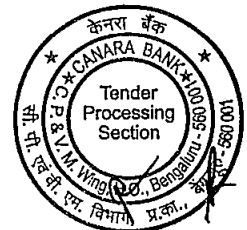


Table - D
SLA charges for 3-year Warranty Period

[Amount in Indian Rupees]

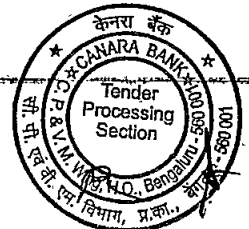
Sl. No	Items Details	Cost for SLA charges for 3 year warranty period (year wise)			Cost for SLA charges for 3 year warranty period (Excl. of Tax)	Tax for Column		Total Cost for SLA charges for 3 year warranty period (Incl. of Tax)
		1 st year	2 nd year	3 rd year		% tax	Tax Amt.	
		a	b	c		d = a+b+c	e	
1.	SLA charges for 3 year Warranty period.as per the scope of the RFP.							

Table- E

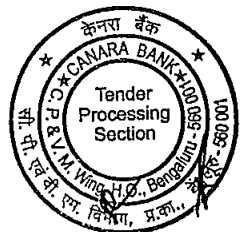
AMC/ATS cost for items mentioned in Table-A (if Contracted)

[Amount in Indian Rupees]

Sl. No.	Description	Post Warranty AMC/ATS Charges year wise								
		AMC/ATS Charges (Excl. of tax)					Total AMC /ATS for two Years (Excl. of Tax)	Tax for Column c		Total AMC/ ATS for two Years (Incl. of Tax)
		1st Year	2nd Year	3rd Year	4th Year	5th Year		% tax	Tax Amt.	
		a	b	c	d	e	f= a+b+c+d+e	g	h	l= f+h
1.	IBM Power 10 Server Each E1080 Server having (200 Core Active out of 240 physical Core)- (6.5TB active out of 8TB	NA	NA	NA						

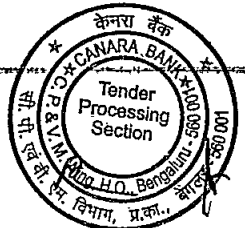


	physical RAM)- 26 x Dual Port 10Gb/25Gb NICs- 26 x Dual Port 32Gb FC HBA- 200 x AIX Enterprise Edition (Inclusive 200 nos of PowerSC & 200 nos of PowerVC) Technical Specification (Annexure- 9)								
2.	I/O Drawer upgradation on existing Power 10 Server Each system having One IO Drawer (6 nos of Dual Port 32GB FC adapter and 6 Nos of Dual Port 25GbE Network adapter)	NA	NA	NA					
3.	CEC Upgradation (Central Electronic Complex) Each CEC having (60Core active out of 60 core)- (2TB RAM out of 4TB)-5 nos of Dual Port 25GbE Ethernet adapter -5 Nos of Dual port 32GB FC Adapter- 60 nos of AIX Enterprise Edition (Which includes 60 nos of Powersc and 60 nos of PowerVc)	NA	NA	NA					
4.	FS9500 Storage FS9500, 2TB Cache, 48x19.2TB NVMe FCM (Raw- 921.6TB, after DRAID6-679.29TiB), 16x32Gbps FC, 8x64Gbps FC, Encryption feature. Additional - 1TB Cache per storage and 2-qty of IBM Spectrum Control Select Edition, Per Storage Devices mentioned as per Technical Specification (Annexure-9)	NA	NA	NA					
5.	Rack Rack with 4qty of 9xC19 & 2qty of 12xC13 1p/3p Wye PDU, 6x4.3m (14-Ft) 1PH/63A 200-	NA	NA	NA					





	240V Power Cord - For DC 1x Rack with 4qty of 9xC19 & 2qty of 12xC13 1p/3p Wye PDU, 6x4.3m (14-Ft) 1PH/32A 200-240V Power Cord - For DRC as per Technical Specification (Annexure-9)								
6.	64 G SAN Director Upgrade (3 Blades per director) SAN512B-7 Director Upgrade, 3x48p 64Gbps SW Blade with 64Gbps SFP+ (144 ports)	NA	NA	NA					
7.	SAN Switch SAN128B-7, 96x 64Gbps SW ports with 64Gbps SFP+ (96 ports) as per Technical Specification (Annexure-9)	NA	NA	NA					
8.	FS7300 Archival Storage FS7300, 1.5TB Cache, 24x15.36 TB 2.5" Flash Drive (Raw-368.64TB, after DRAID6-266.38TiB), 16x32Gbps FC, Encryption feature Expansion Enclosure-1: 24x15.36 TB 2.5" Flash Drive (Raw-368.64TB, after DRAID6-266.38TiB) Expansion Enclosure-2: 24x15.36 TB 2.5" Flash Drive (Raw-368.64TB, after DRAID6-266.38TiB) as per Technical Specification (Annexure-9)	NA	NA	NA					



9.	Network Switches (N9K-C93180YC-FX3) Nexus 9300 48p 1/10/25G, 6p 40/100G, MACsec, SyncE as per Technical Specification (Annexure-9)	NA	NA	NA					
10.	Linear Tape Open (LTO-8) Ultrium Data Cartridge requirement 740-qty of LTO8 with Custom VOLSER starting seq: DC1800L8 @ DC 560-qty of LTO8 with Custom VOLSER starting seq: DR2555L8 @ DRC as per Technical Specification (Annexure-9)	NA	NA	NA					
11.	FC Cards upgrade for existing IBM SV3 SVC	NA	NA	NA					
12.	AIX Enterprise Edition (Inclusive PowerSC & PowerVC)	NA	NA	NA					
13.	IBM Spectrum Control Select Edition for FS 9500 Storage	NA	NA	NA					
14.	IBM Spectrum Control Select Edition for archival FS7300 Storage	NA	NA	NA					
Total AMC/ATS cost for items mentioned in Table-A (Sum of Sl. No. 1 to 14)									

Note:

- The total AMC/ ATS cost shall not exceed more than 10% of the Total Cost for respective Hardware as per Table- A.
- The Bank, at its discretion may enter into Annual Maintenance Contract (AMC)/ Annual Technical Support (ATS) of hardware, software, License supplied with the bidder after completion of respective warranty periods.

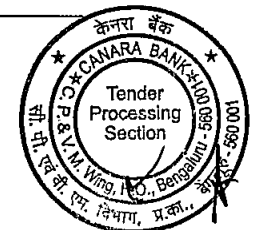


Table - F
Total Cost of the Hardware, Software and optional items for 5 Years

[Amount in Indian Rupees] (Incl. of Taxes)

Sl. No.	Requirement Details	Total Cost
1.	Total Cost for Hardware and Software as per Table- A	
2.	Total Cost of infrastructure service with Comprehensive warranty and support for 3 Years as per Table- B	
3.	Total Price of One Time Implementation as per Table- C	
4.	Total Cost for SLA charges for 3 year warranty period as per Table- D	
5.	Total AMC/ ATS for two Years as per Table- E	
6.	Total Cost of Ownership (Sum of Sl. No. 1 to 5)	

Declaration:

Undertaking

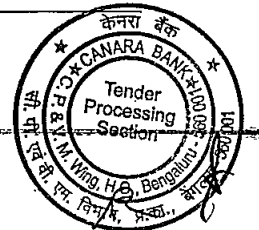
- i. Bill of material is submitted on the letter head and is signed by an Authorized Signatory with Name and Seal of the Company.
- ii. We confirm that we have gone through RFP clauses, subsequent amendments and replies to pre-bid queries (if any) and abide by the same.
- iii. We have not changed the 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.
- vi. We undertake to deliver all the deliverables as per the RFP document.

Date

Signature with seal

Name:

Designation:

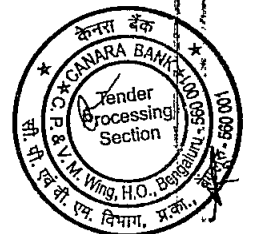


Appendix -A

Instructions to be noted while preparing/submitting Part A - Technical cum Eligibility

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) 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 (if eligible).
- 7) List of Major Customers of the bidder as per Annexure-5.
- 8) Office Details as per Annexure-6.
- 9) Compliance to the Scope of Work as per Annexure-7.
- 10) Technical Specifications and Quantity as per Annexure-8.
- 11) Non-Disclosure Agreement as per Annexure-9.
- 12) Undertaking of Authenticity as per Annexure-10
- 13) Compliance Statement as per Annexure-11.
- 14) Undertaking Letter as per Annexure-12.
- 15) Escalation Matrix as per Annexure-13.
- 16) Manufacturer Authorization Form as per Annexure-14.
- 17) Masked bill of Material as per Annexure-15.
- 18) Financial Performance of the bidder as per Annexure - 16
- 19) Signed Pre Contract Integrity Pact as per Appendix-G in non-judicial Stamp paper.

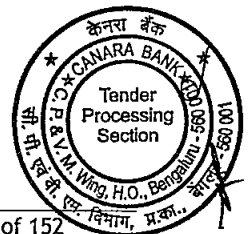


Appendix-B

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-15.





Appendix-C

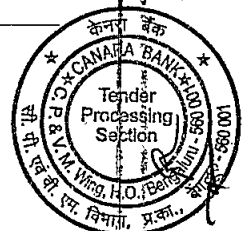
Format for sending Pre-Bid Queries

(Bidders should submit the queries in excel format only)

SUB: Selection of Vendor for Supply, Installation, Configuration and Maintenance of IBM Power 10 Servers, Storages, SAN Switches and allied components

Ref: RFP 02/2024-25 dated 17/03/2025.

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



Appendix-D
Authorization Letter Format

(To be presented by the authorized person at the time of opening of Technical cum Eligibility/ 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:

The Deputy General Manager,
Canara Bank,
Centralised Procurement & Vendor Management Wing,
Naveen Complex, 14 M G Road,
Bengaluru - 560 001Karnataka

Dear Sir,

SUB: Selection of Vendor for Supply, Installation, Configuration and Maintenance of IBM Power 10 Servers, Storages, SAN Switches and allied components

Ref: RFP 02/2024-25 dated 17/03/2025.

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.

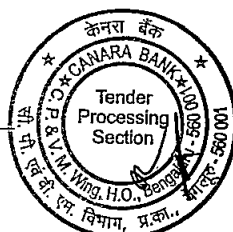
The specimen signature is attested below:

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-E

Bank Guarantee Format for Earnest Money Deposit

To:

The Deputy General Manager,
Canara Bank,
CP&VM Wing, Head Office,
Naveen Complex, 14 M G Road
BENGALURU

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

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

THE CONDITIONS of this obligation are:

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

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

Notwithstanding anything contained herein

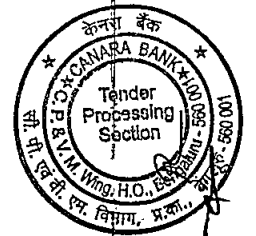
- i) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only)
- ii) This Bank Guarantee is valid up to _____ and
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on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

Dated _____ day of _____ 2023.

(SIGNATURE & SEAL OF THE BANK)

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

Name of the Bank: Canara Bank
Name of the Branch: CP & VM Wing
IFSC Code: CNRB0000007



Appendix-F

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,
CP&VM Wing, Head Office,
Naveen Complex, 14 M G Road
BENGALURU

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

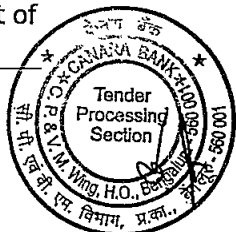
AND WHEREAS in terms of the Conditions as stipulated in the Contract, the CONTRACTOR is required to furnish, a Bank Guarantee by way of Performance Guarantee, issued by a Scheduled Bank in India, in your favour, as per Clause _____ of the CONTRACT, to secure due and satisfactory compliance of the obligations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

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

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

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

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs _____ (Rupees _____) an amount equivalent to 10% of the Total Cost of ownership incl. GST against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs _____ (Rupees _____) may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.





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

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

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

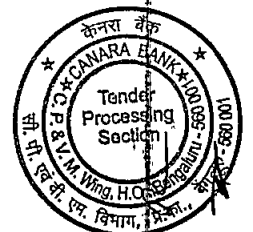
You will have the fullest liberty without affecting Performance Guarantee from time to time to vary any of the terms and conditions of the Contract or extend the time of performance of the Contract or to postpone any time or from time to time any of your rights or powers against the CONTRACTOR and either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

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

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

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

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



केनरा बैंक  Canara Bank

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

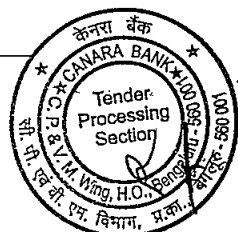
- i. Our liability under this guarantee shall not exceed Rs. _____ (Rupees _____ only)
- ii. This guarantee shall be valid upto _____ and;
- iii. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at Bengaluru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

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

Dated this _____ day of _____ 2023.

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: CP&VM Wing
IFSC Code: CNRB0000007





Appendix-G
Pre Contract Integrity Pact
(This has to be submitted in the non-judicial Stamp Paper)

SUB: Selection of Vendor for Supply, Installation, Configuration and Maintenance of IBM Power 10 Servers, Storages, SAN Switches and allied components

Ref: RFP 02/2024-25 dated 17/03/2025.

1. GENERAL

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

AND

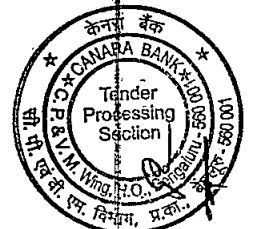
M/s. _____ represented by Shri _____ Chief Executive Officer/Authorised Signatory (hereinafter called the "BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART

WHEREAS the BUYER proposes to select a _____ and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is willing to offer/has offered the stores/services and

1.2. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is a private company/ public company/Government undertaking/ partnership/ LLP/registered export agency/service provider, duly constituted in accordance with the relevant law governing its formation/incorporation/constitution and the BUYER is a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970.

1.3. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER has clearly understood that the signing of this agreement is an essential pre-requisite for participation in the bidding process in respect of Stores/Equipment/Items/Services proposed to be procured by the BUYER and also understood that this agreement would be effective from the stage of invitation of bids till the complete execution of the agreement and beyond as provided in clause 13 and the breach of this agreement detected or found at any stage of the procurement process shall result into rejection of the bid and cancellation of contract rendering BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER liable for damages and replacement costs incurred by the BUYER.

2. NOW, THEREFORE, the BUYER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER agree to enter into this pre-contract integrity agreement, hereinafter referred to as Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful bidder, and it is intended through this agreement to avoid all forms of corruption by following a system



that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

- 2.1. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service/Materials at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2. Enabling BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures.

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

3. COMMITMENTS OF THE BUYER

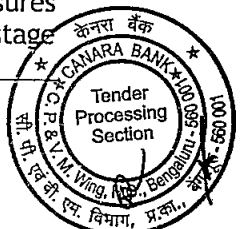
The BUYER commits itself to the following: -

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

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

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

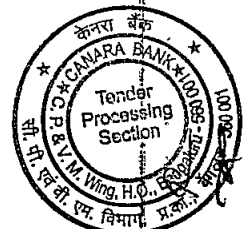
The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage





of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

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



4.8. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

5.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Bank, Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

5.2. If the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER makes incorrect statement on this subject, BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can be disqualified from the tender/bid process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

6.1. Every BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER while submitting commercial bid, shall deposit an amount as specified in RFP/Tender Documents as Earnest Money/Security, Deposit, with the BUYER through any of the instruments as detailed in the tender documents.

6.2. The Earnest Money/Security Deposit shall be valid for a period till the complete conclusion of the contractual obligations or for such period as mentioned in RFP/Contract, including warranty period, whichever is later to the complete satisfaction of BUYER.

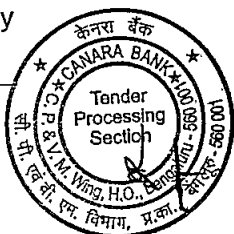
6.3. In the case of successful BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4. No interest shall be payable by the BUYER to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

7.1. Any breach of the provisions herein contained by the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required: -

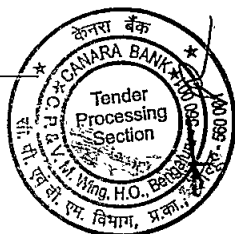
- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. However, the proceedings with the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) would continue.
- ii. To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.



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

9. INDEPENDENT EXTERNAL MONITORS

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





10. FACILITATION OF INVESTIGATION

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

11. LAW AND PLACE OF JURISDICTION

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

12. OTHER LEGAL ACTIONS

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

13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 3 years or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later. In case BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

14. The parties hereby sign this Integrity Pact on.....[Insert Date].

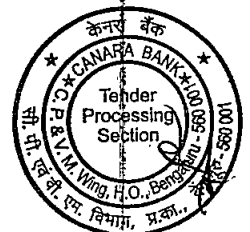
BUYER
Name of the Officer
Designation
Canara Bank
Place: _____*

BIDDER
Authorized Signatory/PoA Holder
Designation: _____
Place: _____*

Witness:
1)
2)

Witness:
1)
2)

*Buyer and Seller to mention their respective place of execution.



Appendix-H
DRAFT CONTRACT AGREEMENT

Draft Contract Agreement

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

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

BETWEEN

Canara Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 112, J C Road, Bengaluru - 560002 in India, represented by the Authorised Signatory of its CP & VM Wing, Mr., (Designation) , (hereinafter referred to as "PURCHASER") 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:

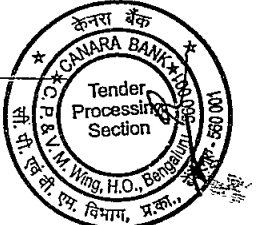
The Purchaser and Vendor/service provider are hereinafter collectively referred to as "Parties".

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;



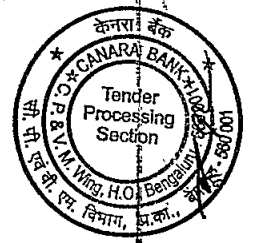


- 1.3 any reference to a month shall mean a reference to a calendar month as per the Gregorian calendar;
- 1.4 In this Agreement, unless the context otherwise requires:
- 1.4.1 words of any gender are deemed to include the other gender;
- 1.4.2 words using the singular or plural number also include the 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
- The Bid Form and the Price Schedule submitted by the Bidder.
 - The Bill of Material.
 - The Technical & Functional Specifications.
 - The Terms and Conditions of the Contract.
 - The Purchaser's Letter of Intent/Notification of Award.
 - Schedule of Dates, Amounts etc.
 - Pre-Contract Integrity Pact.
 - 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:

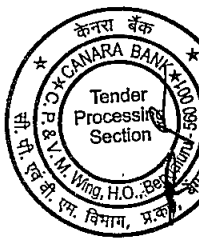
8.1. VENDOR/ SERVICE PROVIDER shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the VENDOR/ SERVICE PROVIDER under the contract without the prior written consent of the BANK.

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



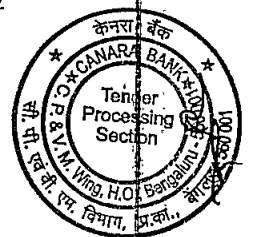


reasonably be expected from a highly skilled and experienced professional engaged in the same type of undertaking under similar circumstances. Further the vendor/service provider shall identify and designate skilled personnel necessary for the operation of critical functions under this agreement. Such 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:

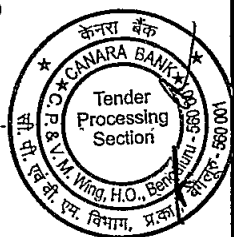
- 10.1. The Bank reserves its right to terminate this CONTRACT at any time without assigning any reasons, by giving a 30 day's notice.
- 10.2. The Bank reserves its right to cancel the entire / unexecuted part of CONTRACT at any time by assigning appropriate reasons and recover expenditure incurred by 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:

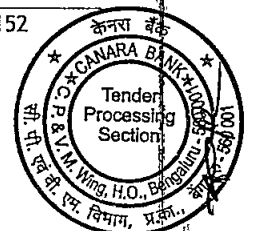
- 11.1. Vendor/Service Provider shall submit a structured & detailed Exit Management plan along with Training and Knowledge transfer for its exit initiated by the Bank.
- 11.2. Vendor/Service Provider shall update the Transition and Exit management on half yearly basis or earlier in case of major changes 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.

- 11.3.4A 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.
- 11.3.5 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.
- 11.3.6 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:

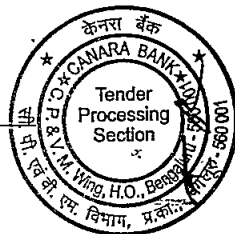
13.1. VENDOR/ SERVICE PROVIDER warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER warrants that the deliverables shall not infringe 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



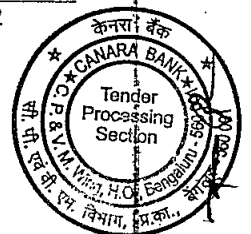


for such deliverables, along with the replacement costs incurred by BANK for procuring equivalent equipment in addition to the penalties levied by BANK. However, BANK shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, VENDOR/ 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.

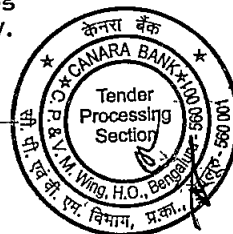
14.4. VENDOR/ SERVICE PROVIDER's aggregate liability shall be subject to an overall limit of the total Cost of the project.

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.

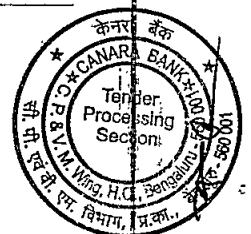
18. CONFIDENTIALITY AND NON-DISCLOSURE:

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;



- e) Was available in the public domain at the time of such disclosure through no wrongful act on the part of VENDOR/ SERVICE PROVIDER.
- f) Is received by VENDOR/ SERVICE PROVIDER without the breach of this Agreement.
- g) Is required by law or regulatory compliance to disclose to any third person.
- h) 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.

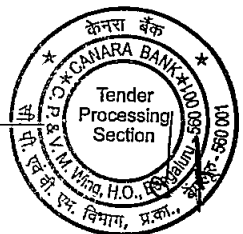
19. FORCE MAJEURE:

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:

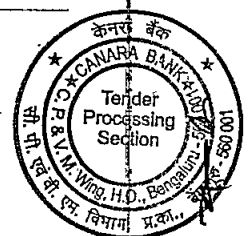
The VENDOR/ SERVICE PROVIDER or subcontractor(s) shall not hire any of the existing/ ex/retired employee of the Bank during the contract period or after the closure/termination of contract even if existing/ ex/retired employee actively seek employment from the VENDOR/ SERVICE PROVIDER or sub-contractor(s). 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:

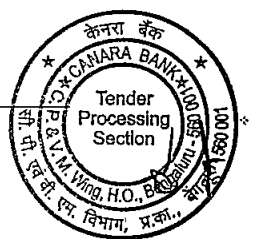
- 22.1. VENDOR/ SERVICE PROVIDER shall comply with Bank's various policies like Information Security policy and Cyber Security Policy, Internet Policy, Information System Audit Policy, E-Mail policy and Guidelines.
- 22.2. In case of any security incident including but not limited to data breaches, denial 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 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 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 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 Bengaluru, India . Proceedings of the mediation shall be conducted in English language.

26. GOVERNING LAWS AND JURISDICTION OF THE COURT:

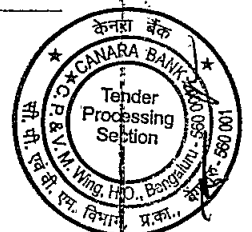
All disputes and controversies between Bank and VENDOR/ SERVICE PROVIDER shall be subject to the exclusive jurisdiction of the courts in Bengaluru and the parties agree to submit themselves to the jurisdiction of such court as this Contract shall be governed by the laws of India.

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 Head Office (Annex),



Centralized Procurement and Vendor Management Wing,
#14, M G Road, Naveen Complex,
Bengaluru -560001

Designated Contact Person: (Designation)
Phone: 080-2559244
Email: suppliermanagement@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:

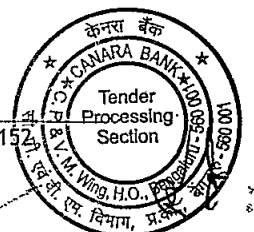
- 29.1. VENDOR/ SERVICE PROVIDER represents and warrants that it has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
-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

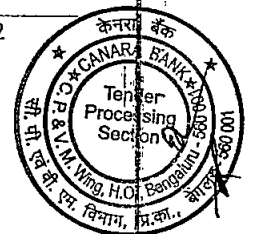




Escalation Level	Name	Designation	Office Address	Mobile Number	Role & Responsibility	E-mail ID
First Level	-----	-----	-----	-----	-----	-----
Senior Level/Middle Level	--	-----	-----	-----	-----	-----
Highest Level	--	-----	-----	-----	-----	-----

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



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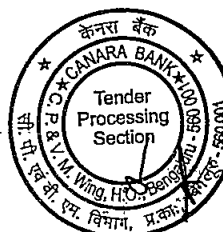
had not been included. Further, the Parties [BANK and VENDOR/ SERVICE PROVIDER] shall endeavour to replace such invalid, unenforceable or illegal provision by one that is valid, enforceable, and legal and achieve substantially the same economic effect as the provision sought to be replaced.

- 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:

Signature:
Name:
Designation:
For & on behalf of



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Canara Bank

(BANK)

(VENDOR/ SERVICE PROVIDER)

In the presence of:

In the presence of:

Signature: 1:

Signature: 1:

Name:

Name:

Designation:

Designation:

Signature: 2:

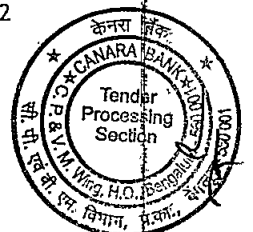
Signature: 2:

Name:

Name:

Designation:

Designation:



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. "Subprocessor" 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:

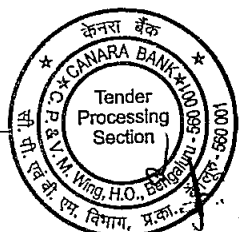
2.1. In the course of providing Services to Canara Bank, the Processor may Process Personal Data on behalf of Canara Bank.

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.

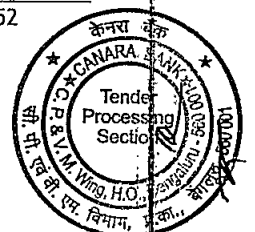
- 3.1.1. The Processor shall process Personal Data only on the documented instructions from Canara Bank from time to time. Canara Bank shall notify the Processor of any amendments to existing instructions or additional instructions in relation to the processing of Personal Data in writing and Processor 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.

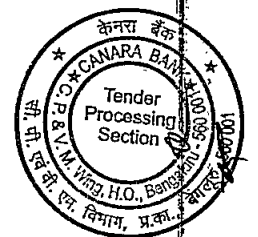
3.10. Deletion or return of Personal data:

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

1.1. Services

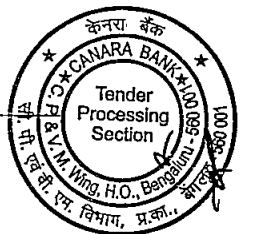
<<Insert a description of the Services provided by the Data Processor (under the Principle Service Agreement, where relevant)>>.



Schedule-2

Personal Data

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



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- 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.

