



**REQUEST FOR PROPOSAL [RFP]**

**FOR**

**“PROCUREMENT OF MICROSOFT WINDOWS-7 EXTENDED SECURITY  
UPDATES LICENSES FOR DESKTOP OPERATING SYSTEM”**

Issued by: Canara Bank,  
Procurement Group, 1<sup>st</sup> Floor,  
DIT Wing, Naveen Complex,  
14, MG Road, Bengaluru -560 001  
Phone No - 080- 25590070,25584873  
Email Id - [hoditapm@canarabank.com](mailto:hoditapm@canarabank.com)





## A. BID SCHEDULE & ABBREVIATIONS

### 1. BID SCHEDULE

Sl. No.	Description	Details
1.	RFP No. and Date	RFP 06/2020-21 dated 11/06/2020
2.	Name of the Wing	Department of Information Technology
3.	Brief Description of the RFP	Procurement of Microsoft WINDOWS-7 Extended Security Updates (ESU) Licenses For Desktop Operating System
4.	Bank's Address for Communication	Deputy General Manager Canara Bank, Procurement Group, 1st Floor, DIT Wing, Naveen Complex, 14 MG Road, Bengaluru -560 001  Senior Manager, Procurement Group Tel - 080-25590070,25584873 Fax- 080-25596539 Email: <a href="mailto:hoditapm@canarabank.com">hoditapm@canarabank.com</a>
5.	Date of Issue of RFP	11/06/2020, Thursday
6.	Tender Fee (Non-refundable)	Rs.5,900 ( including 18% GST)
7.	Earnest Money Deposit (Refundable)	Rs.50,00,000/-
8.	Performance Guarantee/Bid Security Bank	10% of Total Order Value
9.	Purchase Preference Policies	Applicable
10.	Last Date and Time for Submission of Bids	03/07/2020, Friday upto 3.00 PM Venue: Canara Bank, First Floor, DIT Wing, HO (Annex), Naveen Complex, 14 M G Road, Bengaluru 560001.
11.	Date, Time & Venue for opening of Part A- Conformity to Eligibility Criteria.	03/07/2020, Friday at 3.30pm Venue: Canara Bank, Second Floor, Conference Hall, DIT Wing-HO (Annex), Naveen Complex, 14 M G Road, Bengaluru 560001.
12.	Date and time for opening of Technical Bid Part-B / Commercial Bid Part-C	Will be intimated at a later date.



13.	Pre-bid Meeting Date & Time	<p>1. Pre-bid meeting will be held on 23/06/2020, Tuesday at 3.30PM.  <u>Venue:</u> Canara Bank,                  Second Floor, Conference Hall,                  DIT Wing-HO (Annex),                  Naveen Complex,                  14 M G Road, Bengaluru 560001.</p> <p>2. Pre bid queries should be submitted as per Appendix-D.</p> <p>3. Pre-bid Queries to E-mail <a href="mailto:hoditapm@canarabank.com">hoditapm@canarabank.com</a> must reach us on or before 22/06/2020, Monday at 3.00PM. Subject of the email should be given as "Pre Bid Queries for RFP 06/2020-21 dated 11/06/2020". <u>Queries reaching afterwards will not be entertained.</u></p>
14.	Other Details	<p>i. The bidders must fulfil the Pre-Qualification criteria for being eligible to bid.</p> <p>ii. 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 <a href="http://canarabank.com/english/announcements/tenders">http://canarabank.com/english/announcements/tenders</a></p> <p>iii. No suggestions or queries shall be entertained after pre-bid meeting.</p>
<p>This document can be downloaded from following website <a href="http://canarabank.com/english/announcements/tenders">http://canarabank.com/english/announcements/tenders</a> and <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a>. In that event, the bidders should pay the Tender Fee for tender document by means of DD drawn on any Scheduled Commercial Bank for the above mentioned amount in favour of Canara Bank, payable at Bengaluru and submit the same as mentioned above.</p> <p>Any amendments, modifications, Pre Bid replies &amp; any communication etc. will be uploaded in the Bank's website only(i.e. <a href="http://canarabank.com/english/announcements/tenders">http://canarabank.com/english/announcements/tenders</a>). No individual communication will be sent to the individual bidders.</p>		





## DISCLAIMER

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

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

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



## 2. Abbreviations:

1.	BG	Bank Guarantee
2.	BOM	Bill of Material
3.	DD	Demand Draft
4.	DIT	Department of Information Technology
5.	EMD	Earnest Money Deposit
6.	ESU	Extended Security Updates
7.	GST	Goods and Service Tax
8.	HO	Head Office
9.	LAN	Local Area Network
10.	LD	Liquidated Damage
11.	MAF	Manufacturer Authorisation Form
12.	MSE	Micro and Small Enterprises
13.	MSME	Micro Small & Medium Enterprises
14.	MTBF	Mean Time Between Failure
15.	MTTR	Mean Time To Restore
16.	NEFT	National Electronic Funds Transfer
17.	NI Act	Negotiable Instruments Act
18.	OEM	Original Equipment Manufacturer
19.	OS	Operating System
20.	PDI	Pre Dispatch Inspection
21.	PERT	Project Execution and Review Technique
22.	RFP	Request For Proposal [Interalia the term 'Tender' is also used]
23.	RTGS	Real Time Gross Settlement
24.	UAT	Users Acceptance Test
25.	CSP	Cloud Service Provider



## LIST OF CONTENTS

<b>SECTION A - BID DETAILS &amp; ABBREVIATIONS</b>			
Clause No.	Clause Description	Clause No.	Clause Description
1.	Bid Schedule	2.	Abbreviations
<b>SECTION B - INTRODUCTION</b>			
1.	About Canara Bank	6.	Participation Methodology
2.	Definitions	7.	Eligibility Criteria
3.	About RFP	8.	Scope of Work
4.	Objective	9.	Technical/Functional Requirements
5.	Requirement Details		
<b>SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS</b>			
1.	Delivery of Licenses	5.	Software, Drivers and Manuals
2.	Penalties/Liquidated Damages	6.	Scope Involved During Warranty and AMC/ATS (if contracted)
3.	Payment Terms	7.	Subcontracting
4.	Onsite Resources & Support	8.	Defect liability
<b>SECTION D - BID PROCESS</b>			
1.	Clarification to RFP & Pre-Bid queries	9.	Software Version
2.	Pre-Bid Meeting	10.	Documentation
3.	Amendment to Bidding Document	11.	Cost & Currency
4.	Bid System Offer	12.	Erasures or Alterations
5.	Preparation of Bids	13.	Assumptions/Presumptions/Modification
6.	Tender Fee	14.	Submission of Bids
7.	Earnest Money Deposit (EMD)/Bank Guarantee In Lieu Of EMD	15.	Bid opening
8.	Make & Models		
<b>SECTION E - SELECTION OF BIDDER</b>			
1.	Preliminary Scrutiny	5.	Normalization of Bids
2.	Clarification of Offers	6.	Intimation to Qualified/Successful Bidders
3.	Evaluation of Bids	7.	Correction of Error in Commercial Bid
4.	Bidders Presentation/Site Visit/Product Demonstration/POC	8.	Determination of L1 Price



<b>SECTION F - OWNERSHIP &amp; AWARDING OF CONTRACT</b>			
1.	Bid Validity Period	7.	Project Execution
2.	Proposal ownership	8.	Security Deposit / Performance Bank Guarantee
3.	Project ownership	9.	Execution of Agreement
4.	Acceptance of offer	10.	Pricing
5.	Award of Contract.	11.	Order Cancellation/Termination of Contract
6.	Effective Date		
<b>SECTION G - GENERAL CONDITIONS</b>			
1.	General Order Terms	13.	Confidentiality and Non-Disclosure
2.	Roles & Responsibility during project Implementation	14.	Indemnity
3.	Responsibilities of the Selected Bidder	15.	Force majeure
4.	Human Resource Requirement	16.	Responsibilities of the Bidder
5.	Responsibility for completeness	17.	Corrupt and Fraudulent Practices
6.	Inspection of Records	18.	Adoption of Integrity Pact
7.	Negligence	19.	Amendments to the Purchase Order
8.	Assignment	20.	Amendments to the Agreement
9.	Publicity	21.	Modification/Cancellation of RFP
10.	Insurance	22.	Social Media Policy
11.	Guarantees	23.	Resolution of disputes
12.	Intellectual Property Rights	24.	Legal Disputes and Jurisdiction of the court
<b>SECTION H - PURCHASE PREFERENCE</b>			
1.	Micro & Small Enterprises	3.	Procurement through Local Suppliers (Make in India)
2.	Startup		

<b>ANNEXURES (To be submitted with Part A- Conformity to Eligibility Criteria)</b>	
1.	Bid Covering Letter
2.	Eligibility Criteria Declaration
3.	Bidder's Profile
4.	Service Support Details



5.	Track Record of Past Supply of Microsoft WINDOWS-7 Extended Security Updates (ESU) Licenses
6.	Non-Disclosure Agreement
<b>ANNEXURES(To be submitted with Part B -Technical Proposal)</b>	
7.	Technical & Functional Requirement of Microsoft WINDOWS-7 Extended Security Updates (ESU) Licenses
8.	Scope of work under Microsoft WINDOWS-7 Extended Security Updates (ESU) Licenses
9.	Undertaking of Authenticity of Microsoft WINDOWS-7 Extended Security Updates (ESU) Licenses in Canara Bank
10.	Compliance Statement
11.	Undertaking Letter
12.	Escalation Matrix
13.	Manufacturer Authorization Form
<b>ANNEXURES(To be submitted with Part-C -Commercial Bid)</b>	
14.	Bill of Material

<b>APPENDICES</b>	
A.	Instructions to be noted while preparing/submitting Part A- Conformity to Eligibility Criteria
B.	Instructions to be noted while preparing/submitting Part B- Technical Proposal
C.	Instruction to be noted while preparing/submitting Part C-Commercial Bid
D.	Format for Sending Prebid Queries
E.	Authorization Letter Format
F.	Bank Guarantee Format for Earnest Money Deposit
G.	Proforma of Bank Guarantee for Contract Performance
H.	Format for Bank Guarantee for Advance Warranty Payment
I.	Pre Contract Integrity Pact
J.	Business Rules and Terms & Conditions of Reverse Auction (Not Applicable)
K.	Location Details
L.	Vendor Risk Assessment

<b>FORMS (Purchase Preference)</b>	
FORM PP-A	Undertaking for Applicability of Purchase Preference Policy
FORM PP-B	Self-Declaration of MSEs and Startups



FORM PP-C	Undertaking by Bidder towards Mandatory Minimum LC (Local Content)
FORM PP-D	Certificate by Statutory Auditor of Bidder towards Mandatory Minimum LC
MeitY Form-1	Affidavit of Self Certification regarding Domestic Value Addition in an Electronic Product
DoT Form-1	Self-Certification regarding Local Content (LC) for Telecom Product, Services or Works



## **B. INTRODUCTION**

### **1. About Canara Bank:**

Canara BANK, a body Corporate and a premier Public Sector Bank established in the Year 1906 and nationalized under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head office at 112, J C Road Bengaluru-560002 and among others, having DIT Office at Naveen Complex, No.14, M G Road, Bengaluru-560001. Syndicate Bank has amalgamated with Canara Bank with effect from 01/04/2020. The amalgamated Bank i.e., Canara Bank is having pan India presence of more than 10,391 branches, 24 Circle Offices and 176 Regional Offices situated across the States. The Bank is working on Core Banking System using Flex cube solutions. The Bank is a forerunner in implementation of IT related products and services and continuously making efforts to provide the state of art technological products to its customers.

### **2. Definitions:**

- 2.1. 'Bank' means unless excluded by and repugnant context or the meaning thereof, shall mean 'Canara Bank', described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successor and permitted assigns.
- 2.2. 'RFP' means Request for Proposal for Procurement of Microsoft WINDOWS-7 Extended Security Updates Licenses for the Desktop operating system.
- 2.3. 'Bidder' means a vendor submitting the proposal in response to RFP.
- 2.4. 'Solution' means providing "Microsoft WINDOWS-7 Extended Security Updates Licenses for the Desktop operating system" in Canara Bank.
- 2.5. 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
- 2.6. 'Successful Bidder' / 'L1 bidder' means the Bidder who is found to be the lowest bidder after conclusion of the bidding process, subject to compliance to all the Terms and Conditions of the RFP, etc.

### **3. About RFP:**

The Bank wishes to select a Service Provider for Procurement of Microsoft WINDOWS-7 Extended Security Updates (ESU) Licenses For Desktop Operating System and Microsoft Office Subscription Licenses. In this connection, Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for Selection of Service Provider for Procurement of WINDOWS 7 ESU Licenses for the Desktop operating system as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.

### **4. Objective:**

- 4.1. Bank is looking for a suitable vendor for Procurement of Microsoft WINDOWS-7 Extended Security Updates Licenses for the Desktop operating system.

### **5. Requirement Details:**

- 5.1. Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for Procurement of Microsoft WINDOWS-7 Extended Security Updates Licenses for the Desktop operating system as per the Terms & Conditions, Technical Specifications/requirement and Scope of Work described elsewhere in this document. The brief description of Solution is furnished in following tables:



Sl. No.	Requirement	Reference in the RFP
a.	Procurement of WINDOWS 7 ESU Licenses for the Desktop operating system.	As per Technical Requirement and Scope of Work of the RFP

- 5.2. Detailed technical specification/requirement for each of the above is furnished in **Annexure-7 and Annexure-8**. Bank is looking for Procurement of WINDOWS 7 ESU Licenses for the Desktop operating system.
- 5.3. The Contract with the selected vendor will be valid from the date of acceptance of purchase order to 28<sup>th</sup> February 2022. The contract will be deemed completed only when all the contracted services by the Bank are provided and accepted by the Bank as per the requirements of the contract executed between the Bank and the Vendor.

**6. Participation Methodology:**

- 6.1. In a tender either the authorized Bidder on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- 6.2. If a Bidder bids on behalf of the Principal/OEM, the same Bidder shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product/service.
- 6.3. If any product of OEM is being quoted in the tender, the OEM cannot bid for any other OEM's product in the same tender.
- 6.4. In the event of Agent/Representative being not able to perform the obligations as per the provisions of this RFP, the Principal/OEM should assume complete responsibility on behalf of the Agent/Representative for providing end-to-end solution i.e., technology, personnel, financial and any other infrastructure that would be required to meet intent of this RFP.

**7. Eligibility Criteria:**

- 7.1. A vendor submitting the proposal in response to this RFP shall herein after be referred to as 'Bidder' for Procurement of WINDOWS 7 ESU Licenses for the Desktop operating system.
- 7.2. Interested Bidders, who can provide the WINDOWS 7 ESU Licenses for the desktop operating system and meeting the Eligibility Criteria as per Annexure-2 may respond.
- 7.3. Non-compliance to any of Eligibility criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation. The proof provided must be in line with the details mentioned in "Documents to be submitted for Eligibility Criteria Compliance". Any credential detail mentioned in "Eligibility Criteria Compliance" not accompanied by relevant proof documents will not be considered for evaluation.



## 8. Scope of Work:

- 8.1. The Bidder should offer WINDOWS 7 ESU Licenses for the desktop operating system.
- 8.2. The Bidder should be capable of providing the Microsoft products i.e. Windows 7 Extended Security Updates (ESU). The vendor should also be capable of coordinating with Microsoft to ensure all the benefits of Extended Security Updates (ESU) for Windows 7 OS.
- 8.3. The Bidder should co-ordinate with the Bank for renewal of subscription for the second year of the Enterprise Agreement at least 30 days prior to the anniversary.
- 8.4. The Bidder should immediately communicate the renewal requirements for the second years of the Enterprise Agreement to Microsoft and process the order at the time of requirement.
- 8.5. The quantity of "WIN7 ESU 2021 along per Device" mentioned in the Bill of Material i.e.15,000 are only indicative. The actual quantity of the same will be intimated to the successful bidder at the beginning of second year and payment will be made accordingly.
- 8.6. The Bidder has to also provide ESU Licenses for Regional Rural Banks (RRB), which includes Karnataka & Kerala Gramin Bank, which are sponsored by the Canara Bank.

## 9. Technical / Functional Requirements

The Bidder shall comply with the Technical & Functional Specifications narrated in Annexure-7. Bidder should also maintain confidentiality of information shared with them during the tenure of the project.



## C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAS)

### 1. Delivery of Licenses:

1.1. Bank shall provide the address and contact details for delivery of licenses while placing the order.

#### 1.2. Project Schedule are as follows:

Sl. No.	Contents	Timelines
1.	Acceptance of Purchase Order	Within 7 days from the date of Purchase Order.
2.	Delivery of the Licenses	Within 15 days from the date of acceptance of Purchase Order or 21 days from the date of Purchase Order.

1.3. Any deliverable that has not been implemented or not operational on account of which the implementation is delayed, will be deemed/treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract.

### 2. Penalties/Liquidated Damages:

2.1. Penalties/Liquidated damages for delay in Delivery of the Licenses would be as under.

2.1.1. Non-compliance of the delivery of Microsoft WINDOWS-7 Extended Security Updates (ESU) Licenses For Desktop Operating System as per clause (1.2.) will result in the Bank imposing penalty of 0.50% (Plus GST) on delay per week or part thereof, on the invoice value (exclusive of Taxes).

2.1.2. However, the total Penalty/LD to be recovered under above clauses 2.1.1 shall be restricted to 5% (Plus GST) of the total value of the order (exclusive of Taxes).

2.2. Penalties/Liquidated Damages for non-performance: If the specifications of the RFP are not met by the bidder during various tests, the bidder shall rectify the same at bidders cost to comply with the specifications immediately to ensure the committed uptime, failing which the Bank reserves its right to invoke the Bank Guarantee.

2.3. The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Purchase Orders issued, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.

2.4. All the above LDs are independent of each other and are applicable separately and concurrently.

2.5. LD is not applicable for the reasons attributable to the Bank and Force Majeure.



### 3. Payment Terms:

3.1. Payment schedule will be as under:

Sl. No.	Payment Stage	% of Payment
a.	Delivery of the Licenses.	100 % for the first year license cost after delivery of the first year licenses and acceptance by Bank. 100% for the second year license cost after delivery of second year licenses and acceptance by Bank.

3.2. Please note that Originals of invoices (plus One Copy) reflecting GST, GSTIN, State Code, State Name, Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office and Manufacturer's / Supplier's Warranty Certificate (wherever applicable) should be submitted while claiming payment in respect of orders placed.

3.3. Payment shall be released within 30 days of submission of relevant documents as per RFP terms.

3.4. 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 each location wise while claiming installation and acceptance payment.

3.5. 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.

### 4. Support:

4.1. The Bidder has to provide complete support and support will be required for end to end installation, implementation and maintenance of the proposed solution during contract period and Bidder will be responsible for resolving the issues on 24\*7\*365.

4.2. Support should include advising & helping the Bank in implementing controls for the risk advised by regulators/Govt. of India.

4.3. The Support should be for an unlimited number of incidents reported to them and provides a practical solution to resolve the issue. The support should be provided over phone, E mail web based, in person, if required. All escalations will be attended / responded-promptly within same business day.

4.4. The Bidder is responsible for providing Incident Management for offered solution. Bidder is responsible for providing practical solution for resolution of the issues and implementation of the same to resolve the issue. If the Issue requires CSPs/OEMs technical person's/ product developer etc. intervention, Bidder has to take up suitability with the appropriate level at CSP/OEM and obtain the solution and implement it for resolution of the issue. If the analysis of the issue requires LOG submission, Bidder will submit the same for further analysis in consultation with the Bank.

4.5. The Bidder should help Bank in resolving any security observations as per the IS policy of the Bank.



**5. Software, Drivers and Manuals:**

- 5.1. The 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.
- 5.2. All related documents, manuals, catalogues and information furnished by the bidder shall become the property of the Bank.

**6. Scope Involved During Contract Period:**

During the period of contract up to completion of Warranty and also during annual maintenance (if contracted), the bidder shall do the following:

- 6.1. During Contract period, Bidder should inform Bank about all release/version change/patches/ upgrades/ updates of software/ OS/ middleware etc. as and when released by the selected bidder/OEM.
- 6.2. If any software, License and updates provided by the OSD as free of cost, it should be provided by the selected bidder at free of cost to the Bank during contract period.
- 6.3. Any corruption in the software/License shall be rectified during the full period of the contract, at no extra cost to the Bank.
- 6.4. The bidder shall provide centralized complaint booking 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.
- 6.5. The Escalation Matrix should be provided for support, technical, Project, etc.
- 6.6. Bidder should keep the Bank explicitly informed about the end of support dates on related products/ hardware and should ensure support during warranty period.

**7. Subcontracting:**

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.

**8. Defect liability:**

In case any of the software/media 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 and AMC period (if contracted) of the contract, the 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.



### D. BID PROCESS

1.	Clarification to RFP & Pre-Bid queries	9.	Software Version
2.	Pre-Bid Meeting	10.	Documentation
3.	Amendment to Bidding Document	11.	Cost & Currency
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7.	Earnest Money Deposit (EMD)/Bank Guarantee In Lieu Of EMD	15.	Bid opening
8.	Make & Models		

The above mentioned clauses are part and parcel of the RFP. Bidders are requested to refer at the following website for the above mentioned clauses <https://canarabank.com/english/announcements/important-rfptender-documents-of-dit-wing/>.



## **E. SELECTION OF BIDDER**

### **1. Preliminary Scrutiny:**

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

### **2. Clarification of Offers:**

- 2.1. During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The bidder has to respond to the bank and submit the relevant proof /supporting documents required against clarifications, if applicable. The request for such clarifications and the 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 shall be binding on all the bidders and the Bank reserves the right for such waivers.

### **3. Evaluation of Bid:**

- 3.1. The Bid will be evaluated by a Committee of officers of the Bank. If warranted, the Bank may engage the services of external consultants for evaluation of the bid. It is Bank's discretion to decide at the relevant point of time.

#### **3.2. Part A-Conformity to Eligibility Criteria:**

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

#### **3.3. Part B-Technical Proposal:**

- 3.3.1. The Part B-Technical Proposal of only those bidders who qualified in Part A-Conformity to Eligibility Criteria, will be opened with due communication by the Bank. The Part B- Technical Proposal submitted by the bidder will be evaluated based on documents submitted as per Appendix-B. The proof of documents should be submitted as per Appendix-B and it will be evaluated by the Bank and Bank will seek clarification, if required.
- 3.3.2. The Technical Evaluation will be for Technical and Functional requirement as per Annexure-7.
- 3.3.3. At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.
- 3.3.4. The decision of Bank in this regard shall be final and no correspondence shall be entertained.
- 3.3.5. Bank may call for POC (Proof of concept), with the bidders. The scope for POC will be containing the scope as mentioned in this document elsewhere.



#### **3.4. Part C-Commercial Bid:**

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

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

- 4.1. The Bank reserves the right to call for a presentation on the features and functionalities from those Bidders who have qualified in **Part A-Conformity to Eligibility Criteria**.
- 4.2. The Bank at its discretion call for providing of Proof of Concept (PoC) of proposed solution at the location which is identified by the Bank.
- 4.3. Bidders are further required to be in preparedness to demonstrate the proposed solution by arranging for product walk-through at their own installations/principals/ R&D labs duly meeting the specific requirements/issues raised by the Bank.
- 4.4. Setting of evaluation criteria for product demonstrations shall be entirely at the discretion of the Bank. The decision of Bank in this regard shall be final and in this regard, no correspondence shall be entertained.
- 4.5. All expenses incurred in connection with the above shall be borne by the bidder. However, Bank will bear the travelling, boarding and lodging expenses related to its own personnel and its Consultants, if any.
- 4.6. The presentation/document shared during the presentation/POC shall form the integral part of the offer made by the vendor and features mentioned therein should be delivered as part of the offer by the bidder at no extra cost to Bank, irrespective of the fact that such features are explicitly mentioned in the RFP or not.

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

5.1. The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that, shortlisted bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that, any of the Bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion request all the technically shortlisted bidders to re-submit the technical and Commercial Bids once again for scrutiny. The resubmissions can be requested by the Bank in the following manner;

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

OR

5.1.2. Revised submissions of the entire bid in the whole

5.2. The Bank can repeat this normalization process at every stage of bid submission till Bank is satisfied. The shortlisted bidders agree that, they have no reservation or objection to the normalization process and all the technically shortlisted bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process.

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

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

The Bank will prepare a list of qualified bidders at each stage on the basis of evaluation of Part A-Conformity to Eligibility Criteria, Part - B Technical Proposal and Part C-Commercial Bid. The names of qualified bidders at each stage would be announced on the Notice



Board/Bank's website (i.e.). Commercial Bids of only technical qualified bidders shall be opened. Final list of the bidders (L1, L2, L3....etc) will be announced as indicated above. No separate intimation will be sent to successful Bidder.

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

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

- 7.1. Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.
- 7.2. If there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly.
- 7.3. If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
- 7.4. If there is discrepancy in the total arrived at Bill of Material (addition, subtraction, multiplication, division and carryover of amount from one page to another), correct total will be arrived by the Bank and the same will prevail over the total furnished in the Bill of Material
- 7.5. If there is a discrepancy between words and figures, the rate/ amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case, the amount in figures will prevail, subject to the above two provisions.
- 7.6. If the bidder does not accept the correction of errors, the bid will be rejected.

**8. Determination of L1 Price:**

- 8.1. L1 Price will be determined after giving effect to arithmetical correction, if any.
- 8.2. The L1 bidder will be determined on the basis of the lowest price quoted in the Commercial bid.
- 8.3. 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.
- 8.4. The bank reserves the right to re-tender without assigning any reasons whatsoever. The bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.
- 8.5. The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves the right to obtain revised price bids from the bidders with regard to change in RFP clauses. The Bank reserves the right to accept any bid in whole or in part.
- 8.6. The bidder who is L1 will be referred to as the selected bidder.



## F. OWNERSHIP & AWARDING OF CONTRACT

1.	Bid Validity Period	7.	Project Execution
2.	Proposal Ownership	8.	Security Deposit / Performance Bank Guarantee
3.	Project Ownership	9.	Execution of Agreement
4.	Acceptance of Offer	10.	Pricing
5.	Award of Contract	11.	Order Cancellation/Termination of Contract
6.	Effective Date		

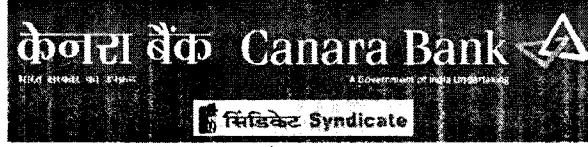
The above mentioned clauses are part and parcel of the RFP. Bidders are requested to refer at the following website for the above mentioned clauses <https://canarabank.com/english/announcements/important-rfptender-documents-of-dit-wing/>.



**G. GENERAL CONDITIONS:**

1.	General Order Terms	13.	Confidentiality and Non-Disclosure
2.	Roles & Responsibility during project Implementation	14.	Indemnity
3.	Responsibilities of the Selected Bidder	15.	Force majeure
4.	Human Resource Requirement	16.	Responsibilities of the Bidder
5.	Responsibility for completeness	17.	Corrupt and Fraudulent Practices
6.	Inspection of Records	18.	Adoption of Integrity Pact
7.	Negligence	19.	Amendments to the Purchase Order
8.	Assignment	20.	Amendments to the Agreement
9.	Publicity	21.	Modification/Cancellation of RFP
10.	Insurance	22.	Social Media Policy
11.	Guarantees	23.	Resolution of Disputes
12.	Intellectual Property Rights	24.	Legal Disputes and Jurisdiction of the court



The above mentioned clauses are part and parcel of the RFP. Bidders are requested to refer at the following website for the above mentioned clauses <https://canarabank.com/english/announcements/important-rfptender-documents-of-dit-wing/>.



## H. PURCHASE PREFERENCE

1.	Micro & Small Enterprises	3.	Procurement through Local Suppliers (Make in India)
2.	Startup		

The above mentioned clauses are part and parcel of the RFP. Bidders are requested to refer at the following website for the above mentioned clauses <https://canarabank.com/english/announcements/important-rfptender-documents-of-dit-wing/>.

  
DEPUTY GENERAL MANAGER  




**Note:** The following Sections, Annexures, Forms and Formats are uploaded in Bank's website under URL: <https://canarabank.com/english/announcements/important-rfptender-documents-of-dit-wing>. Bidders are requested to submit applicable Annexures, Forms and Formats by downloading from the above mentioned website.

<b>Sections</b>	
Section D	BID PROCESS
Section F	OWNERSHIP & AWARDING OF CONTRACT
Section G	GENERAL CONDITIONS
Section H	PURCHASE PREFERENCE
<b>Annexures</b>	
Annexure-1	Bid Covering Letter
Annexure-3	Bidder's Profile
Annexure-4	Service Support Details
Annexure-5	Track Record of Past Implementation of Projects
Annexure-6	Non-Disclosure Agreement
Annexure-9	Undertaking of Authenticity
Annexure-10	Compliance Statement
Annexure-11	Undertaking Letter
Annexure-12	Escalation Matrix
<b>Forms (Purchase Preference)</b>	
Form PP-A	Undertaking for Applicability of Purchase Preference Policy
Form PP-B	Self-Declaration of MSEs and Startups
Form PP-C	Undertaking by Bidder towards Mandatory Minimum LC
Form PP-D	Certificate by Statutory Auditor of Bidder towards Mandatory Minimum LC
MeitY Form - 1	Affidavit of Self Certification regarding Domestic Value Addition in an Electronic Product
DoT Form - 1	Self-Certification regarding Local Content (LC) for Telecom Product, Services or Works
<b>Bid Formats</b>	
Appendix D	Format for Sending Prebid Queries.
Appendix E	Authorization Letter Format.
<b>Bank Guarantee Formats</b>	
Appendix-F	Bank Guarantee Format for Earnest Money Deposit.
Appendix G	Proforma of Bank Guarantee for Contract Performance.
Appendix H	Format for Bank Guarantee for Advance Warranty Payment. (Not Applicable)



<b>Pre Contract Integrity Pact</b>	
Appendix I	Pre Contract Integrity Pact.
<b>Reverse Auction Formats (Not Applicable)</b>	
Appendix J	Business Rules and Terms and Conditions of Reverse Auction.
Appendix J (1) & Appendix J(3)	Format to be submitted before commencement of Reverse Auction.
Appendix J(2)	Format to be submitted after Reverse Auction by L1 vendor.
<b>Other Format</b>	
Appendix-K	Location Details.



**Annexure-2**  
**Eligibility Criteria Declaration**

The Deputy General Manager  
Canara Bank  
Procurement Group - DIT Wing  
HO: BENGALURU

**SUB: RFP for Selection of Service Provider for Procurement of Microsoft WINDOWS-7 Extended Security Updates (ESU) Licenses For Desktop Operating System.**

Ref: Your RFP 06/2020-21 dated 11/06/2020

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Eligibility Criteria.

	Sl. No.	Eligibility Criteria	Documents to be submitted with Part A-Confirmity to Eligibility Criteria	Bidder's Response and Documents Submitted
<b>CONSTITUTION</b>	a)	The Bidder should be a partnership firm registered under LLP Act, 2008/Indian Partnership Act, 1932 or Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013 and should have been in operation for last Three years as on RFP date.	Copy of Certificate of LLP registration. (OR) Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company (OR) Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies.	
<b>AUORIZATION</b>	b)	The Bidder should be an Authorized dealer/ Partner/ Reseller of Microsoft Products in India.	Bidder has to submit an Authorization letter from their OEM/OSD/OSO to deal/market their product in India and it should be valid for a minimum period of Three years from the date of RFP.	
<b>FINANCIALS</b>	c)	The Turnover of the Bidder should be minimum Rs.25.00 Crores each year during last 3 years (i.e. 2016-17, 2017-18 and 2018-19). The turnover must be individual company's turnover and not that of any group of companies.	Bidder has to submit copies of audited Balance Sheet for last 3 Years [i.e. 2016-17, 2017-18 and 2018-19]. <b>AND</b> Bidder must produce a certificate from the Company's Chartered Accountant to this effect.  The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number.	



	d)	The Bidder should have Positive Net Worth as on 31/03/2019.	The Bidder must produce a certificate from the Company's Chartered Accountant to this effect.  The documents certified by Chartered Accountants should mandatorily contain UDIN.	
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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.

Date

Signature with seal

Name :

Designation :



**Annexure-7**

**Technical Requirements for Procurement of Microsoft WINDOWS-7 Extended Security Updates (ESU) Licenses for Desktop Operating System.**

SUB: RFP for Selection of Service Provider for Procurement of Microsoft WINDOWS-7 Extended Security Updates (ESU) Licenses For Desktop Operating System.

Ref: Your RFP 06/2020-21 dated 11/06/2020

**Note:**

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

**A. Technical Requirements for WINDOWS ESU Licenses for Desktop Operating system.**

Sl. No.	Functional Requirement	Complied (Yes/No)	Deviation (if any)
1.	Bidder should provide the following documentation: Deployment of WINDOWS 7 ESU Licenses for Desktop Operating System		

Date

Signature with seal

Name :

Designation :



**Annexure-8**

**Scope of Work**

**SUB: RFP for Selection of Service Provider for Procurement of Microsoft WINDOWS-7 Extended Security Updates (ESU) Licenses For Desktop Operating System.**

**Ref: Your RFP 06/2020-21 dated 11/06/2020**

Sl. No.	Scope of Work	Bidder's Compliance (Yes/No)
1.	As per Clause no. 8 of Section-B	

Date

Signature with seal

Name :

Designation :







**Table - D**  
**Price details of Year 1 WINDOWS 7 ESU Licenses for Desktop Operating System for Regional Rural Banks**

Sl. No.	Item details	Unit Price of License (Excl. of Tax)	Qty	Total Cost of Licenses (Excl. of Tax)	Tax for Column E		Total Cost of Licenses (Incl. of tax)	
		A	B	C=A*B	D= % of Tax	E= Tax amt.	F=C+E	
1.	Win7 ESU 2021 Alng Per Device** (Karnataka Gramin Bank) (Part Number: AAD-50076)		1100***					
2.	Win7 ESU 2021 Alng Per Device** (Kerala Gramin Bank) (Part Number: AAD-50076)		700***					
3.	Total cost (total of column F of 1 and 2)							

\* For ESU, Year 1 is calculated from 15 January 2020 or any revised date of End of Support declared by Microsoft for Windows 7 whichever is later.

\*\* For ESU, Year 2 is calculated from 15 January 2021 or any revised date of End of Support declared by Microsoft for Windows 7 whichever is later.

\*\*\* The Quantity mentioned for the Year 2 is indicative and respective Banks will place the order as per the actual requirement before start of the second year.

**Table-E**  
**Total Cost for 2 Years Contract Period**

Sl. No.	Details	Total Cost of Ownership [inclusive of tax]
A	Total Cost of Year 1 WINDOWS 7 ESU Licenses for Desktop Operating System for Canara Bank as per Table-A [Column F]	
B	Total Cost of Year 2 WINDOWS 7 ESU Licenses for Desktop Operating System for Canara Bank as per Table-B [Column F]	
C	Total Cost of Year 1 WINDOWS 7 ESU Licenses for Desktop Operating System for Regional Rural Bank as per Table-C [total of Column F]	
D	Total Cost of Year 2 WINDOWS 7 ESU Licenses for Desktop Operating System for Regional Rural Bank as per Table-C [total of Column F]	
H	Total Cost of Ownership for Canara Bank and Canara Bank's RRBs [Sum of A, B, C and D]	

**Undertaking:**

- Bill of material is submitted on the letter head and is signed by an Authorised Signatory with Name and Seal of the Company.
- We confirm that we have gone through RFP clauses, subsequent amendments and replies to pre-bid queries (if any) and abide by the same.
- We have not changed the structure of the format nor added any extra items. We note that any such alternation will lead to rejection of Bid.



- iv. We agree that no counter condition/assumption in response to commercial bid will be accepted by the Bank. Bank has a right to reject such bid.
- v. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.

Date

Signature with seal

Name :

Designation :





### Appendix -A

### Instructions to be noted while preparing/submitting Part A- Conformity to Eligibility Criteria

The Proposal should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature (not initials) of the authorized signatory. All the Annexures should be submitted in Bidder's Letter Head.

- 1) Index of all the documents submitted with page numbers.
- 2) Cost of Tender document by way of DD payable at Bengaluru / Exemption Certificate.
- 3) Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD / Exemption Certificate.
- 4) Undertaking for applicability of Purchase Preference Policy as per Form PP-A. (if eligible)
- 5) Self-Declaration of MSEs/Startup as per Form PP - B. (if eligible)
- 6) Undertaking by Bidder towards Mandatory Minimum LC as per Form PP-C (In Case Bidder Seeking Benefit of PP-LC). (if eligible)
- 7) Certificate by Statutory Auditor of Bidder towards Mandatory Minimum LC as per Form PP-D (In Case Bidder Seeking Benefit of PP-LC). (if eligible)
- 8) Power of Attorney / Authorisation letter signed by the Competent Authority with the seal of the bidder's company / firm in the name of the person signing the tender documents with supporting documents.
- 9) Bid Covering letter as per Annexure-1.
- 10) Eligibility Criteria declaration as per Annexure-2 with documentary proof in support of the Eligibility Criteria.
- 11) Bidder's Profile as per Annexure-3.
- 12) Service Support Details as per Annexure-4.
- 13) Track Record of Past Implementation of Projects as per Annexure-5.
- 14) Non-Disclosure Agreement as per Annexure-6.
- 15) Signed Pre Contract Integrity Pact as per Appendix-I on non-judicial Stamp paper.
- 16) Bidder should submit Vendor Risk Assessment with all supporting documents as per Appendix-L attached to this RFP.
- 17) Write up on the Work Experience / Expertise on Supply of Microsoft WINDOWS-7 ESU Licenses for Desktop Operating System.
- 18) Bidder should have central help Desk available on 24x7x365 basis for support and complaint booking. Details of the Help Desk phone no. & email ID has to be provided.
- 19) Bidder should provide Call Log in procedure for call logging and ticketing.



## Appendix-B

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

The Technical Proposal should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature (not initials) of the authorized signatory. **All the Annexures should be submitted in Bidder's Letter Head.** Technical Offer for this RFP shall be made as under:

- 1) Index of all the document submitted with page numbers.
- 2) Compliance to the Technical & Functional Requirement of Microsoft WINDOWS-7 Licenses for Desktop Operating System as per Annexure-7.
- 3) Compliance to the Scope of Work as per Annexure-8.
- 4) Undertaking of Authenticity for Microsoft WINDOWS-7 for Desktop Operating System as per Annexure-9.
- 5) Compliance Statement as per Annexure-10.
- 6) Undertaking Letter as per Annexure-11.
- 7) Escalation Matrix as per Annexure-12.
- 8) Manufacturer Authorization form as per Annexure-13.
- 9) Masked bill of Material as per Annexure-14.
- 10) Technical Documentation (Product Brochures, leaflets, manuals, drawings).
- 11) A detailed list of the other Infrastructure required and any other precautions to be undertaken should be given in detail along with the Technical Proposal.



## Appendix-C

### Instruction to be noted while preparing/submitting Part C-Commercial Bid

The Commercial Bid should be made in an organized, structured, and neat manner. Brochures / leaflets etc., should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory. All the Annexures should be submitted in Bidder's Letter Head.

The suggested format for submission of commercial Offer for this RFP is as follows:

- 1) Bill of Materials as per Annexure-14.
- 2) Affidavit of Self Certification regarding Domestic Value Addition in an Electronic Product. (MeitY Form -1) (if eligible).
- 3) Self-Certification regarding Local Content (LC) for Telecom Product, Services or Works. (DoT Form - 1) (if eligible).



Appendix-L

VENDOR RISK ASSESSMENT

1. NAME AND ADDRESS OF THE VENDOR:

Regd Office
Correspondence address

2. Name of the Activity/Project with us:

I) COMPANY PARTICULARS:

Sl. No.	Particulars	Remarks
1.	Whether any change in constitution of firm	Yes/No
	If yes, term(yrs) from last change/initial estb	
	If yes, date of reconstitution	
2.	Main business of vendor	
	Experience in years(main business)	
	Subsidiary business (Annexe if many business)	
	Experience in years (Subsidiary business)	
3.	Whether unit is MSME/start up	Yes/No
4.	Is firm holds any quality certifications like ISO/BIS etc.,	Yes/No
	If yes, give details and how many certificates holds	
5.	Details of sister concerns dealing in same type of business like similar type of business or no similar type or no sister concern	
6.	Present Banker	
	Status of firm with present Banker(applicable if unit is sick/NPA only)	
7.	Constitution of Firm like individual or prop, partnership, LLP, ltd company, PSU etc	



**II) BUSINESS PARTICULARS OF FIRM:**

1.	Major clients of vendor (in nos)	
	Details of clients (annexe if many)	
2.	No of business projects received for last 2 year(nos)	
	Value of the above projects(Rs.)	
	No of projects , participated in last 2 year	
	No of projects in execution phase of last 2 year receipts.	
3.	Major competitors in market (NO)	

**III) LEGAL ISSUES AND OBLIGATIONS:**

1.	Ever blacklisted from any organization for last 5 years	Yes/No
	If yes, give details	
2.	Any notice received from any regulatory body	Yes/No
	If yes, give details	
3.	Any major litigations in police/court/DRT/Income tax/ED/CBI/ Labour court or any such regulatory body.	Yes/No
	If yes, give details	
4.	Whether all statutory dues like ESI, PF, tax, etc., are paid upto last ABS.	Yes/No
	If no, particulars of pending dues	
5.	Any major fraud/breach of policies within company noticed for last 2 years	Yes/No
	If yes, impact (amount)	

**IV) BUSINESS POSITION:**

1.	Firm is credit rated	Yes/No
2.	If yes, rating agency & present rating	
3.	Industry position of firm (like gartner listing, etc.,) and whether firm is in better position or best position or not in better position	

