

**REQUEST FOR PROPOSAL [RFP]
FOR
“SELECTION OF INSURER FOR RENEWAL OF CYBER RISK
INSURANCE POLICY FOR CANARA BANK”**

**Issued by: Canara Bank,
Procurement Group, 1st Floor,
DIT Wing, Naveen Complex,
14, MG Road, Bengaluru -560 001
Phone No - 080- 25590070, 25584873
Email Id - hoditapm@canarabank.com**

A. BID SCHEDULE & ABBREVIATIONS

1. BID SCHEDULE

Sl. No.	Description	Details
1.	RFP No. and Date	RFP 19/2019-20 dated 03/03/2020
2.	Name of the Wing	Department of Information Technology
3.	Brief Description of the RFP	Selection of Insurer for Renewal of Cyber Risk Insurance Policy for Canara Bank
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: hoditapm@canarabank.com
5.	Date of Issue of RFP	03/03/2020
6.	Tender Fee (Non-refundable)	NIL
7.	Earnest Money Deposit (Refundable)	NIL
8.	Performance Bank Guarantee/Bid Security	NIL
9.	Insurance Brokers	M/s Global Insurance Brokers Private Limited, 5th Floor, One Forbes, Dr. V.B. Gandhi Marg, Kala Ghoda, Fort, Mumbai - 400001 Contact Person 1: Kushagra Jajoo Email ID: kushagra.jajoo@globalinsurance.co.in Contact Person 2: Elina Mahunta Email ID: elina.mahunta@globalinsurance.co.in
10.	Last Date, Time and Venue for Submission of Bids	Last Date: 19/03/2020, Thursday on or before 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- Technical Proposal.	Date: 19/03/2020, Thursday at 3.30 PM Venue: Canara Bank, Second Floor, Main Conference Hall, DIT Wing-HO (Annex), Naveen Complex, 14 M G Road, Bengaluru 560001.
12.	Date and time for opening of Commercial Bid Part-B	Will be intimated at a later date.
13.	Pre-bid Meeting Date & Time	<ol style="list-style-type: none"> 1. Pre-bid meeting will be held on 11/03/2020, Wednesday at 3.30 pm Venue: Canara Bank, Second Floor, Main Conference Hall, DIT Wing-HO (Annex), Naveen Complex, 14 M G Road, Bengaluru 560001. 2. Pre bid queries should be submitted as per Appendix-C. 3. Pre-bid Queries to E-mail hoditapm@canarabank.com must reach us on or before 10/03/2020, Tuesday at 3.00pm. Subject of the email should be given as "Pre Bid Queries for RFP 19/2019-20 dated 03/03/2020". Queries reaching after 3.00 PM on 10/03/2020 will not be entertained.
14.	Other Details	<ol style="list-style-type: none"> 1. Subsequent changes made based on the suggestions and clarifications as per pre-bid meeting shall be deemed to be part of the RFP document and shall be uploaded on the Bank's corporate website http://canarabank.com/english/announcements/tenders 2. No suggestions or queries shall be entertained after pre-bid meeting.
<p>This document can be downloaded from following website and http://canarabank.com/english/announcements/tenders and https://eprocure.gov.in/epublish/app.</p> <p>Any amendments, modifications, Pre Bid replies & any communication etc. will be uploaded in the Bank's website only (i.e. http://canarabank.com/english/announcements/tenders). No individual communication will be sent to the individual bidders.</p>		

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 used in this Document:**

1.	BG	Bank Guarantee
2.	DD	Demand Draft
3.	DIT	Department of Information Technology
4.	EMD	Earnest Money Deposit
5.	GST	Goods and Service Tax
6.	HO	Head Office
7.	HTTP	Hyper Text Transfer Protocol
8.	HTTPS	Hyper Text Transfer Protocol Secure
9.	NEFT	National Electronic Funds Transfer
10.	NI Act	Negotiable Instruments Act
11.	RFP	Request For Proposal [Inter alia the term 'Tender' is also used]
12.	RTGS	Real Time Gross Settlement

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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. The Bank is having Pan India presence of more than 6,300 branches, 21 Circle offices, 117 Regional Offices situated across the States & five Overseas Branches at London & Leicester, New York, Hong Kong, Dubai & Johannesburg. The Bank is working on Core Banking System using Flexcube 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.

As per announcement of Government of India, Bank is in the process of amalgamation with Syndicate Bank. The proposed Cyber Risk Insurance Policy should cover the Amalgamated Entity with effect from 01/04/2020. Cost for the same should be included in Commercials.

2. Definitions

- 2.1. 'Bank' means unless excluded by and repugnant to the context or the meaning thereof, shall mean 'Canara Bank', described in more detail in above paragraph 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 Insurer for Renewal of Cyber Risk Insurance Policy for Canara Bank".
- 2.3. 'Bidder' means a vendor submitting the proposal in response to the RFP.
- 2.4. 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
- 2.5. 'Successful Bidder' / 'L1 bidder' means the Bidder who shall be identified as such by the Bank after completion of the selection process, subject to compliance to all the Terms and Conditions of the RFP, etc.

3. About RFP

- 3.1. The Bank intends to cover the Bank from risk arising out of Cyber incidents by obtaining the Cyber Risk Insurance Policy. In this connection, Bank invites sealed offers ('Technical Bid' and 'Commercial Bid') for Engagement of Insurance Companies for providing Cyber Risk Insurance Coverage to Canara Bank as per the Terms & Conditions, Scope of Work described elsewhere in this document.
- 3.2. Note: This RFP should not be considered as a statement of intent for availing the services, unless a purchase order or notification of award is published by Canara Bank if any, as an end result of this RFP process.
- 3.3. The proposed Cyber Risk Insurance Policy should cover the Amalgamated Entity (Canara Bank & Syndicate Bank) with effect from 01/04/2020.

4. Objective

The Bank is looking at a highly professional relationship with the Insurance Companies who shall provide the Comprehensive Cyber Risk Insurance Coverage for the Bank.

5. Requirement Details

Bank invites sealed offers ('Technical Bid' and 'Commercial Bid') from IRDA licensed Insurance Companies for providing Comprehensive Cyber Risk Insurance Coverage for the Bank as per the Terms & Conditions, Scope of Work described elsewhere in this document.

The proposed Cyber Risk Insurance Policy should cover the Amalgamated Entity (Canara Bank & Syndicate Bank) with effect from 01/04/2020.

6. Participation Methodology

In this RFP only IRDA licensed Insurance Companies can participate. Bids other than licensed companies will be not be considered by the Bank.

7. Eligibility Criteria

7.1. A vendor submitting the proposal in response to this RFP shall hereinafter be referred to as 'Bidder' and Providing Cyber Risk Insurance Coverage to Canara Bank shall hereinafter be referred as "Service".

7.2. Interested Bidders, who can provide Comprehensive Cyber Risk Insurance Coverage to Canara Bank and meet the Eligibility Criteria as per Annexure-2, may respond.

7.3. Canara Bank reserves the right to verify/evaluate the claims made by the bidder independently. Any deliberate misrepresentation will entail rejection of the offer.

8. Scope of Work

8.1. The Broader Scope of work shall include but not be limited as mentioned in Annexure-5. Bidder has to confirm compliance to the Scope of Work as mentioned in Annexure-5. 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. Coverage Value / SUM assured Value is Rs.3,15,00,00,000/- (Rupees Three Hundred Fifteen Crore only) with deductible of Rs.50,00,000/- (Rupees Fifty Lakhs only) for each and every claim for the policy period from 31.03.2020 to 30.03.2021.

C. DELIVERABLES & SERVICE LEVEL AGREEMENTS (SLAs)

1. Service Level Agreements:

Between

Canara Bank a Public Sector Bank and a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Registered Office at No.112, J C Road, Bangalore 560 002 (hereinafter referred to as "Canara Bank") which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns of the First Part.

And

_____ (bearing CIN _____) a company, incorporated under the provisions of _____, having its Registered Office at _____, (hereinafter referred as "Bidder") for the purpose of this Service Agreement, which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the Second Part.

Canara Bank and the Bidder shall individually be referred to as "Party" and collectively be referred to as "Parties";

Canara Bank has, from the Bidder, purchased Cyber Risk Insurance Policy (hereinafter referred to as "Policy");

The Insurance Policy bearing number _____ ("Policy") for the period from _____ to _____ ("Policy Period") issued by _____ is attached hereto as Annexure A.

Canara Bank has requested for a mutually agreed servicing procedure for their insurance program and for the management and settlement of claims (that may arise) towards the above said policy from the Bidder, and the policy is provided subject to *the terms, conditions and exclusions attached to the policy.*

NOW, IN CONSIDERATION OF THE INSURANCE PREMIUM BEING PAID BY THE COMPANY TO THE BIDDER AND THE PROMISES SET FORTH HEREINAFTER, SUBJECT TO THE TERMS, CONDITIONS AND EXCLUSIONS OF THE POLICY, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:

A. TERM

This agreement shall commence from _____ and shall be valid until end of the policy period and in accordance with the Termination clause of the policy. However, all duties/liabilities of Parties under this Agreement shall continue until any and all claims raised within the policy period by the Company under the policy are settled.

B. BIDDER DELIVERABLES

All services being proposed to be rendered by the Bidder shall be delivered if and when required by the Company within purview of the insurance contract under consideration of



this Agreement. The Company shall view each deliverable as a separate deliverable and not as a consecutive or connected deliverable to the rest of the proposed deliverables. As such, the Company may combine deliverables in any sequence it deems fit and shall not be obliged to require all the proposed deliverables from the Bidder

C. ISSUANCE OF POLICY

Timely placement and issuance of the policy is to be made by the Bidder as per the regulatory mandated process of 21 days after submission and compliance of all details/documents/information by the Company required for the said issuance of the policy.

D. CLAIMS PROCEDURE

The following procedure is agreed upon and adopted between the Parties to deal with all claims arising under the said policy:

i. Intimation of Loss

The Company shall, upon discovering a loss which can be lodged as a claim under the said policy, will submit immediately or as soon as practicable in accordance with the conditions of the policy, all relevant details, information and documents to the Bidder's dedicated officer(s) appointed for Canara Bank in reference to the co-ordinates listed in Annexure B.

ii. The incident or loss shall be notified by one of the following modes:

a. E-mail Notification

The Notification of loss can be sent by e-mail to contact points as per Annexure B.

b. By Registered/Speed Post

Loss intimation can be sent as a letter, by post, courier or hand-delivery at the address listed out in Annexure B herein.

iii. Post Receipt of Intimation

On receipt of the notification of loss from Canara Bank in either format stipulated in D-ii (a.) or D-ii (b.) above, the Bidder will acknowledge receipt of the notification, register the claim, share the claim number and arrange for the conducting of an investigation/survey, if required, and share their contact details.

iv. The notification of claim shall include:

- Incident Note
- FIR copy, if needed
- Claim Form duly filled
- Details of the person to be contacted
- Loss Estimation, if any
- Any other documents required on the basis of the nature of the claim

The Company shall provide all relevant information as soon as practically possible to facilitate the management and assessment of the claim, and the process of the survey wherever required.

E. ASSESSMENT PRINCIPLES:

- i. The Bidder and the Company will jointly work towards the expeditious settlement of admissible claims.
- ii. The Company will render all possible help to the surveyor / investigator / forensic expert / any other consultant and the Bidder in arriving at the quantification of the loss.
- iii. The Company will provide all assistance to the Bidder or anyone acting on behalf of the Bidder to the extent necessary for the purposes of assessing the claim.

F. SETTLEMENT AND PAYMENT OF CLAIMS:

- i. Canara Bank shall send the claim intimation and standard documents to Bidder.
- ii. Turn Around Time: Admissible claims would be settled by the Bidder as per the terms, conditions and exclusions of the policy and in line with Regulation 15: Claim Procedure in respect of a General Insurance Policy, of the IRDAI (Protection of Policyholders Interests) Regulations, 2017.
- iii. Settlement Advice will be sent to the Company immediately upon settlement of claim.
- iv. All claims shall be remitted directly into the Company's prescribed bank account, details of which the Company will provide at the suitable time.

G. CLAIM REPORTS

Reports & updates of all claims will be provided to the Company detailing the exact status of each claim. All parties agree to adhere to this Agreement provided herein. This Agreement will be read along with the policy document issued by the Bidder to the Company and at all times, will be valid.

H. TERMINATION

This Agreement may be terminated by the Company at its option without assigning any reason, by giving 90 days' prior notice to the other Party, in writing. However, roles, responsibilities and liabilities of the Parties under this Agreement shall continue until any and all claims already raised by the Company under the policy are settled.

I. GOVERNING LAWS & JURISDICTION

This Agreement shall be governed in accordance with the laws in India and the courts in Bengaluru shall have exclusive jurisdiction to try all suits or proceedings, matters or things in connection with this Agreement.

IN WITNESS WHEREOF the parties to this Agreement have set their hands and seal in this agreement on this ____ day of _____, 2019.

Signed on behalf of:

CANARA BANK

[BIDDER]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Witness: _____

Witness: _____

Title: _____

Title: _____

Date: _____

Date: _____



Annexure A

[Policy Copy]

Annexure B

Contact Details

I. E-mail Notifications:

Bidder's e-mail ID(s)

II. Registered/Speed Post Notifications

Bidder's Address

2. Payment Terms:

- 2.1. 100% Payment will be released after acceptance of the Purchase order and submission of proforma invoice.
- 2.2. The payments will be released through NEFT / RTGS 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.

3. 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.

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 in the format given in Appendix C.
- 1.2. All communications regarding points requiring clarifications and any doubts shall be given in writing to the Deputy General Manager, Canara Bank, DIT Wing, HO (Annex), 14 MG Road, Naveen Complex, Bengaluru-560001 or an email can be sent to hoditapm@canarabank.com by the intending bidders as per the schedule.
- 1.3. No queries will be entertained from the bidders after the above date and time.
- 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 Bid Schedule to clarify any point/doubt raised by them in respect of this RFP. 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 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 written 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 (www.canarabank.com) and 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 vendors 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 bid system has following 2 (Two) parts:

- 4.1. **Part A-Technical Proposal:** Indicating the response to the Scope of Work. The format for submission of Technical Proposal is as per Appendix-A.
- 4.2. **Part B-Commercial Bid:** Furnishing all relevant information as required as per Commercials as per Annexure-9. The format for submission of Commercial Bid is as per Appendix-B.

5. Preparation of Bids:

5.1. The Bid shall be typed or written in English language with font size of 12 in indelible ink and shall be signed (not initials) by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall affix signature (not initials) in all pages of the Bids, except for un-amended printed literature.

5.1.1. The Three parts as stated above, should be placed in Three separate envelopes super scribed with 'Technical Proposal' and 'Commercial Bid' respectively and properly closed and sealed. Thereafter, the three envelopes shall be placed inside separate envelopes and properly closed and sealed. The final envelope should be super scribed as "Offer for RFP 19/2019-20 dated 03/03/2020 for Selection of Insurer for Renewal of Cyber Risk Insurance Policy for Canara Bank" (includes separately sealed 'Technical Proposal' and 'Commercial Bid') on the top of the envelope. All the envelopes shall bear the name and complete postal address of the bidder as well as the addressee, namely the Deputy General Manager, Canara Bank, Procurement Group, DIT Wing, First Floor, Naveen Complex, 14 M G Road, Bengaluru - 560001.

5.1.2. All the pages of Bid including Brochures 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 paginated with Name, Seal and Signature (not initial) of the Authorized Signatory. Bids with erasing / overwriting / cutting without authentication may be liable for rejection. Authorization letter for signing the Bid documents duly signed by Company's Authorized signatory should be submitted.

5.1.3. All the envelopes shall bear the name and complete postal address of the Bidder and authority to whom the Bid is submitted.

5.2. Part A-Technical Proposal:

5.2.1. Technical Proposal should be submitted as per the format in Appendix-A. Relevant technical details and documentation should be provided along with Technical Proposal.

5.2.2. It is mandatory to provide the technical details under Scope of Work required by the bank in the exact format of Annexure-5 of this tender.

5.2.3. The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of information as per the format given in the offer.

5.2.4. The Bank shall not allow / permit changes in the Services once it is submitted.

5.2.5. The Technical Proposal should be complete in all respects and contain all information sought for, as per Appendix-A. The Part A-Technical Proposal should be complete and should cover all products and services.

5.2.6. After ensuring the above, it shall be placed inside a separate Envelope and sealed and super scribed on the top of the cover as “PART A-Technical Proposal for RFP 19/2019-20 dated 03/03/2020 for Selection of Insurer for Renewal of Cyber Risk Insurance Policy for Canara Bank”.

5.3. Part B-Commercial Bid:

5.3.1. Commercial Bid should be submitted as per the instruction in Appendix-B.

5.3.2. Commercial Bid shall be submitted as per Commercials and other terms and conditions of RFP on prices. Commercials should give all relevant price information as per Annexure-9. Any deviations from the Commercials / non submission of prices as per the format shall make the bid liable for rejection.

5.3.3. Under no circumstances the Commercials should be kept in Part-A (i.e. Technical Proposal) Covers. The placement of Commercials in Part A (i.e. Technical Proposal) will make bid liable for rejection.

5.3.4. The Technical Proposal should not contain any price information. Any change in the Commercials format may render the bid liable for rejection.

5.3.5. 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.

5.3.6. The Commercial Bids that are incomplete or conditional are liable to be rejected.

5.3.7. The Bidder should indicate the individual taxes, and its applicable rate along with the estimated amounts to be paid by the Bank.

5.3.8. After ensuring the above, it shall be placed inside a separate Envelope and sealed and super scribed on the top of the cover as “PART B-Commercial Bid for RFP 19/2019-20 dated 03/03/2020 for Selection of Insurer for Renewal of Cyber Risk Insurance Policy for Canara Bank”.

6. Costs & Currency:

The Offer must be made in INR only as per Commercials (Annexure-9).

7. 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.

8. 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.

9. Submission of Bids:

- 9.1. 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 Bid.
- 9.2. The bid/s properly super scribed in the manner prescribed in earlier clauses of this RFP should be deposited in the **Tender Box** on the Date & Time and at the Venue specified in the Bid Schedule.
- 9.3. 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.
- 9.4. Bids sent through post/courier will not be accepted/evaluated. Bids should be deposited in the Tender Box.
- 9.5. If the envelopes, including the outer envelope is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid's misplacement or premature opening.
- 9.6. The following officials will facilitate in bid related queries and make arrangements for deposit of bid documents.

First Official	Alternate Official
Mr. Parameswariah M Senior Manager Canara Bank Procurement Group, DIT Wing, First Floor, Naveen Complex, 14 M G Road, Bengaluru - 560 001. Tel - 080 25590070	Mr. Nagendra Babu M Divisional Manager Canara Bank Procurement Group, DIT Wing Naveen Complex, 14 M G Road, Bengaluru - 560 001. Tel - 080 25590832

- 9.7. In case bid documents are too bulky to be placed inside the tender box, arrangements will be made by the above-mentioned officials to receive the tender. However, bidder should reach the venue before the date and time stipulated in this tender.

10. Bid Opening:

- 10.1. The bids shall be opened on the Date & Time and at the Venue specified in the Bid Schedule, in the presence of the Bidder's representative/s who may choose to attend the bid opening.
- 10.2. 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.

Note: Authorization letter should be carried in person.

- 10.3. 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.
- 10.4. 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.



- 10.5. 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 bid in their absence.
- 10.6. The **Part A- Technical Proposal** submitted by the bidder will be evaluated based on the Documents submitted as per Appendix-A. The **Part B-Commercial Bids** of only those bidders who qualified in **Part A- Technical Proposal** will be opened with due communication by the bank.

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 Bank will evaluate the bid submitted by the bidders under this RFP. The Bid will be evaluated by a Committee of officers of the Bank. If warranted, the Bank may engage the services of external consultants for evaluation of the bid. It is Bank's discretion to decide at the relevant point of time.
- 3.2. **Part A- Technical Proposal:** The Part A- Technical Proposal submitted by the Bidder will be evaluated based on Annexure-2 along with supporting documents attached as prescribed under Appendix A. 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-Commercial Bid:** The Part B-Commercial Bid of only those Bidders who qualified in Part A- Technical Proposal will be opened with due communication by the Bank. The Part B-Commercial Bid submitted by the bidder will be evaluated based on Commercials submitted by the Bidder.

4. Intimation to Qualified/Successful Bidders:

The Bank will prepare a list of qualified bidders at each stage on the basis of evaluation of bids. The names of qualified bidders at each stage will be announced on the Notice Board/Bank's website (i.e. www.canarabank.com). 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.

5. Correction of Error in Commercial Bid:

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

- 5.1. Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.
- 5.2. 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.
- 5.3. If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
- 5.4. If there is discrepancy in the total arrived at Commercials (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 Commercials.
- 5.5. 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.
- 5.6. If the bidder does not accept the correction of errors, the bid will be rejected.

6. Determination of L1 Price:

- 6.1. L1 Price will be determined after giving effect to arithmetical correction, if any.
- 6.2. Based on technical evaluation and adherence to Scope of Work as per Annexure-5, bidders will be shortlisted.
- 6.3. Commercial bids will be evaluated on the basis of Annexure -9.
- 6.4. Bidder with lowest quoted premium will be treated as the highest scorer (L1). The bank further reserves the right to negotiate with L1 bidder.
- 6.5. The Bank does not bind itself to accept 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.
- 6.6. 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.
- 6.7. 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.

F. OWNERSHIP & AWARDING OF CONTRACT

1. Bid Validity Period:

The Offer submitted and the prices quoted therein shall be valid for 30 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 important to the evaluation and selection process, it is necessary that, the bidder carefully prepares the proposal as per the prescribed format only. Under no circumstance, the format can be changed, altered or modified. Bidders must provide categorical and factual replies to specific questions. Correct and current technical details must be completely filled in. The Appendices/Annexures to this RFP shall form integral part of the RFP.

3. Acceptance of Offer:

- 3.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 3.2. The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.
- 3.3. 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.
- 3.4. The bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

4. Award of Contract:

- 4.1. The Bidder who is L1 after completion of evaluation Process, will be referred to as the selected bidder and Bank will notify the name of the selected bidder by display in the Notice Board/ website of the Bank.
- 4.2. The contract shall be awarded to selected L1 Bidder.
- 4.3. The selected bidder shall submit the acceptance within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted.
- 4.4. Bank reserves its right to consider at its sole discretion the late acceptance of the offer by selected bidder.

5. Effective Date:

- 5.1. The policy shall be effective from the date of receipt and realization of premium by the Bidder for the policy period from 31.03.2020 to 30.03.2021.

6. Service Execution:

The selected bidder shall nominate a Point of Contact immediately on acceptance of the order, who shall be the single point of contact from the Bidder's end. However, for escalation purpose, details of other persons shall also be given as per **Annexure-8**.

7. Execution of Agreement:

7.1. Within 21 days from the date of acceptance of the Order, the selected bidder shall sign a stamped "Service Level Agreement" with the Bank at Bengaluru as per the format to be provided by the Bank.

7.2. 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.

8. Pricing:

8.1. The Price offered to the Bank must be in INR but exclusive of GST. The Bidder has to quote the applicable GST separately in the Commercials.

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



G. GENERAL CONDITIONS:

1. General Terms

Normally, the contract will be placed with the successful bidder as per the details given in the bid document. But, if there is any change in name/address/constitution of the bidding Firm/Company at any time from the date of bid document, the same shall be informed by the bidder 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 ultimate decision under such situation shall rest with the Bank and the decision of the Bank shall be final.

2. Responsibilities of the Selected Bidder

2.1. 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.

2.2. The Bank will call for Audited Balance Sheet of the selected Bidder at any point of time and the selected Bidder shall provide the same.

3. 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 under this RFP and the vendor shall extend all cooperation in this regard.

4. 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.

5. Publicity

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

6. Confidentiality and Non-Disclosure

6.1. The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of execution of this RFP. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking as given in Annexure-4.

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

7. Indemnity

- 7.1. The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times as per Scope of Work as mentioned in **Annexure-5**.
- 7.2. The Bidder shall indemnify 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:
- 7.2.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;
- 7.2.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;
- 7.3. The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements.
- 7.3.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
- 7.3.2. The limits specified in above clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.
- 7.3.3. All Employees engaged by the Bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.
- 7.4. Bidder's aggregate liability shall be subject to an overall limit of the liability mentioned in the policy document.

8. Responsibilities of the Bidder

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

- 8.1. 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.
- 8.2. The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
- 8.3. No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- 8.4. 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.

9. Corrupt and Fraudulent Practices

- 9.1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy.
- 9.2. "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
- 9.3. "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.
- 9.4. 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.
- 9.5. 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.
- 9.6. 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.
- 9.7. 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.
- 9.8. The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of Bidder by the Bank.

10. Adoption of Integrity Pact

- 10.1. 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.
- 10.2. Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- 10.3. The Bidders shall submit signed Pre-Contract integrity pact as per Appendix-E along with Part-A Technical Proposal. Those Bids which are not containing the above are liable for rejection.
- 10.4. Bidders are to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

- 10.5. Integrity Pact in respect of 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.
- 10.6. Integrity pact shall be signed by the person who is authorized to sign the Bid.
- 10.7. The Name and Contact details of the Independent External Monitor (IEM) nominated by the Bank are as under:

Sri. Dilip Mavinkurve Email:dilipmav.canbank@gmail.com	Sri. Hari Santosh Kumar Email:hsantoshkumar50@gmail.com
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11. Amendments to the Agreement

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

12. 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.

13. Social Media Policy

- 13.1. No person of the bank or the contractors and third parties shall violate the social media policy of the bank.
- 13.2. 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:
- 13.2.1. Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.
- 13.2.2. Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of social media related systems and procedures.”

14. Resolution of Disputes

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

15. Legal Disputes and Jurisdiction of the court

15.1. 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.

15.2. 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.


DEPUTY GENERAL MANAGER

Annexure-1

Bid Covering Letter

Reference No:

Date:

The Deputy General Manager,
Canara Bank,
Asset Procurement & Management Group,
Department of Information and Technology,
Naveen Complex, 14 M G Road,
Bengaluru - 560 001, Karnataka

Dear Sir,

SUB: RFP for Selection of Insurer for Renewal of Cyber Risk Insurance Policy for Canara Bank.

Ref: Your RFP 19/2019-20 dated 03/03/2020

Having examined the tender document including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer for subject items are in conformity with the said tender in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

If our offer is accepted, we undertake to provide **Cyber Risk Insurance Policy for Canara Bank as per RFP Scope and Terms & Conditions.**

We agree to abide by this offer till expiry of the contract period from the date of opening of Commercial Bid and for such further period as mutually agreed between the bank and successful bidder, and agreed to in writing by the bidder. We agree to abide by and fulfil all the terms and conditions of the tender 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 tender together with the return acceptance of the contract.

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

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

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
Eligibility Criteria Declaration

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

SUB: RFP for Selection of Insurer for Renewal of Cyber Risk Insurance Policy for Canara Bank.

Ref: Your RFP 19/2019-20 dated 03/03/2020.

We have carefully gone through the contents of the above referred RFP and Replies to Pre-bid Queries and Amendments and furnish the following information relating to Eligibility Criteria.

Sl. No.	Eligibility Criteria	Documents to be submitted for Eligibility Criteria Compliance	Bidder's Response and Documents Submitted
a	The Bidder should be an IRDA certified/licensed Insurance Company.	Copy of latest renewed license issued by IRDA.	
b	The Bidder should have provided Cyber Risk Insurance Coverage to atleast one Scheduled Commercial Bank in India.	Copy of Purchase Order/Reference letter/ Notification of award from the Bank.	

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 Eligibility Criteria should be part of Eligibility bid.

Date

Signature with seal

Name :

Designation :

Annexure-3

Bidder's Profile

SUB: RFP for Selection of Insurer for Renewal of Cyber Risk Insurance Policy for Canara Bank.

Ref: Your RFP 19/2019-20 dated 03/03/2020

Sl. No.	Particulars	Details
a)	Name of the Firm/Company	
b)	Date of Establishment/Incorporation	
c)	Address of Corporate Office	
	Address of the Registered Office	
	Contacts person details and Complete Address for placing order	
d)	Telephone No	
	E-mail Address	
	Website	
e)	PAN number for Income Tax Purpose	
	GST Number	
	<u>Beneficiary Bank Details</u>	
	Beneficiary Name	
	Beneficiary Account Number	
	Type of Bank Account (Current/OD/OCC etc.)	
	IFSC Code	
Beneficiary Bank Name & Branch address		

Date

Signature with seal

Name :

Designation :



Annexure-4

Non-Disclosure Agreement

SUB: RFP for Selection of Insurer for Renewal of Cyber Risk Insurance Policy for Canara Bank.

Ref: Your RFP 19/2019-20 dated 03/03/2020

THIS AGREEMENT (the "Agreement") is entered into on this _____ day of _____ by _____ and between Canara Bank, having its office at 14, Naveen complex, HO(annex), M.G Road Bengaluru -560001, hereinafter called the "BANK" which term shall wherever the context so require includes its successors and assigns,

AND M/s _____, a company registered under the Companies Act having its registered office _____ hereinafter called the "Insurer" which term shall wherever the context so require includes its successors and assigns,

WHEREAS The Bank is inter-alia engaged in the business of banking and has been procuring Cyber Risk Insurance Cover for various banking operations.

M/s _____ has been engaged in the business of providing Cyber Risk Insurance Cover for Canara Bank.

The parties intend to engage in discussions and negotiations concerning establishment of business relationship between them. In the course of discussions and negotiations, it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietor information for the purpose of business relationship.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. Confidential information

"Confidential Information" means any information which by its very nature should be considered as confidential & secretive and which is disclosed in the course of carrying on the activities as Cyber Risk Insurance Coverage/ Policy provider of the Bank, or due to the privileges enjoyed by service provider in the process of procurement of Cyber Risk Insurance Policy and management of insurance claims for the Bank ,whether before or after the execution of this Agreement and whether disclosed in writing, orally or otherwise .Confidential Information does not include information, which is generally available to the public at the time of its disclosure to the service provider; or becomes known to the public through no fault/ action of the Service provider in violation of the terms herein; or is legally known to the service provider at the time of disclosure by the Bank; or is furnished by the Bank to third parties without restriction; or is furnished to the service provider by a third party who to the

service provider's knowledge legally obtained such information and the right to its disclosure

"Receiving Party" means the party who receives the confidential information and is obligated to keep it secret. "Receiving Party" may use the information solely for and in connection with the Purpose.

"Disclosing Party" means party who discloses Confidential Information.

2. Use of Confidential Information

Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.

The receiving party shall not use or disclose for any purpose any confidential information or any materials derived there from, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above. The Receiving Party may disclose confidential information to consultants only if the consultant has executed non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. The Receiving party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement.

Neither party shall make news release, public announcements, give interviews, posting on social media, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

3. Exemptions

The obligations imposed upon either party herein shall not apply to information, data or know how whether or not designated as confidential, that:

- Is or becomes publicly known through no unauthorized act of the Receiving party.
- Is rightfully received from a third party without restriction and without breach of this agreement.
- Is independently developed by the Receiving party without use of the other party's Confidential Information and is so documented.

- Is disclosed without similar restrictions to a third party by the Party owning the confidential information.
- Is approved for release by written authorization of the disclosing party; or
- Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party an made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.
- Information is received from official website or official page or portal on social media, if any, of the party.

4. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof.

The obligations of the receiving party respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

5. Title and Proprietary Rights

Notwithstanding the disclosure of any confidential information by the Bank to the cyber insurance broker, the Bank shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for same which are or thereafter may be obtained by the cyber insurance broker is either granted or implied by the conveying of confidential information.

6. Return of Confidential Information

Upon written demand of the disclosing party, the receiving party shall (i) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph.

7. Remedies

The receiving party acknowledges that if the receiving party fails to comply with any of its obligations hereunder, the disclosing party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The receiving party agrees that, in addition to all other remedies provided at law or in equity, the disclosing party shall be entitled to injunctive relief hereunder or any such other relief/remedies as are otherwise available to the disclosing party as per law.

8. Entire Agreement

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder, shall be assignable or otherwise transferable.

9. Severability

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this agreement shall not be affected or impaired.

10. Dispute Resolution Mechanism

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there-in the specific disputes. In the event of parties failing to consent upon a single arbitrator than BOTH PARTIES shall approach Court of Law for the appointment of sole arbitrator as provided under the Arbitration and Conciliation Act 1996. Place of Arbitration shall be Bengaluru, INDIA which will be governed by Indian Arbitration and Conciliation Act 1996. Proceedings of Arbitration shall be conducted in English language only.

11. Jurisdiction

The parties to this agreement shall submit to the jurisdiction of courts in Bengaluru.

12. Governing Laws

The provisions of this agreement shall be governed by the laws of India.

13. Authority to Execute the Contract

Each person executing this Agreement warrants and represents that he or she has the authority to enter into this Agreement on behalf of the party whose name appears below their signature.

In witness whereof, the parties hereto have set their hands through their authorized signatories.

Signed, sealed and Delivered by the

Said _____ (For Insurance Company) in presence of

Said _____ (For the Bank) in presence of

This Agreement shall be effective from the date of execution hereof.

For CANARA BANK

FOR INSURANCE COMPANY

**Seal
Signature & Date**

**Seal
Signature & Date**

Witness Name		
Designation		
Signature		



Annexure-5

Scope of Work

SUB: RFP for Selection of Insurer for Renewal of Cyber Risk Insurance Policy for Canara Bank.

Ref: Your RFP 19/2019-20 dated 03/03/2020

Limit required/Sum Assured value is Rs.3,15,00,00,000/- (Rupees Three Hundred Fifteen Crore only) with deductible of Rs.50,00,000/- (Rupees Fifty Lakhs only) for each and every claim. All points mentioned in scope of work are mandatory to comply.

Form	Cyber Risk Insurance Policy	
Policyholder	Canara Bank	
Registered Address:	First Floor, Technology Operations Wing HO (Annex) Naveen Complex, 14 MG Road, Bangalore-560001	
Policy Period:	31 st March 2020 to 30 th March 2021	
Limit of Liability	Rs.3,15,00,00,000/- (Rupees Three hundred and fifteen Crores only) each & every claim and in aggregate with a deductible of Rs.50,00,000/- (Rupees Fifty lakhs only)for each and every claim. Network Interruption : Waiting Period of 8 hrs	
Territory/ Jurisdiction	Worldwide	
Governing Law	India	
Retroactive date	Canara Bank: 31st March, 2018 Syndicate Bank: 01st January, 2020 - As expiring for expiring limit of liability and as of inception of the policy for higher limit of liability	
	Coverage's	Bidders Remark's
Coverages	<ul style="list-style-type: none"> • Data Liability Upto the limit of Liability • Data Administrative Obligation Upto the limit of Liability • Reputation and Response Cost Upto the limit of Liability • Multimedia Liability Upto the limit of Liability • Cyber/ Privacy Extortion Upto the limit of Liability • Network Interruption Upto the limit of Liability 	
Additional Conditions & Extension	<ul style="list-style-type: none"> • Damages also includes non-compensatory damages, including punitive, multiple or exemplary damages where insurable by law • Defense Costs includes defense cost incurred for Multimedia Liability without insurer's prior written consent • Computer system amended to include third party service providers • Insured amended to include subcontractors, to the extent that they are working on behalf of the 	

	<p>Company; entities that the Company is required by contract to add as an Insured under the policy, but only for the wrongful acts of the Company</p> <ul style="list-style-type: none"> • Control Group Clause • Insurer's Consent is amended for any Claim where the total claim value, including Defence Costs and Damages combined, is less than 100% of any applicable Retention, the Insured may settle the Claim without the written consent of the Insurer • Insured's Consent is amended to include 50% of Loss incurred after the date of such refusal (including 50% of the Defence Costs incurred with the Insurer's prior written consent); This provision shall not apply to any settlement where the total incurred Loss does not exceed the applicable Retention amount • Waiver of Subrogation wherever required • Retention is amended to delete highest retention clause • Policy to be Non-cancellable except in event of non-payment premium • E-Theft/Fraudulent Fund Transfer Coverage • Amended Network security to cover Security failure due to a virus, Trojan horse, worm or logic bomb • Cyber/Privacy extortion extended to cover ransom lost in transit • Auto Acquisition-35% • Coverage for Telephone Phreaking sub-limited to INR 140,000,000 • Extended Reporting Period-120 days • Qualifying breach of Corporate information amended to include any unauthorized disclosure or transmission of Corporate information by Insured. • Coverage for Theft of Personal Funds sub-limited to INR 140,000,000 • Reward Expenses • Coverage for PCI DSS Costs • Coverage for Clean Up Cost sub-limited to INR 140,000,000 • Professional Fees includes costs incurred during the first 48 hours of a Qualifying Breach of Data Security 	
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	<p>without the prior consent of the Insurer</p> <ul style="list-style-type: none"> • Newsworthy event amended to cover Material Interruption or Extortion Threat • Psychological Support expenses • Electronic data amended to include electronic data incident • Coverage for Social Engineering Fraud sub-limited to INR 350,000,000 • Credit and Monitoring amended to include ID Theft insurance • Coverage for Fraudulent Communication Loss sub-limited to INR 350,000,000 • Material Interruption due to System failure sub-limited to INR 350,000,000 • Amended Loss of Personal Information clause • Forensic services amended 	
Exclusion	<ul style="list-style-type: none"> • Infrastructure/System Exclusion • Terrorism Exclusion with carve back for Cyber Terrorism • No Criminal Acts Exclusion • Amended Conduct Exclusion with final adjudication language • No Intentional Acts Exclusion • No Data risk Exclusion • No Unsolicited Material Exclusion • No Unauthorised or unlawfully collected data Exclusion • OFAC Endorsement • All other exclusion as per policy wordings 	

Date:

Signature with seal

Name:

Designation:



Annexure-6

Compliance Statement

SUB: RFP for Selection of Insurer for Renewal of Cyber Risk Insurance Policy for Canara Bank.

Ref: Your RFP 19/2019-20 dated 03/03/2020

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.

Compliance	Compliance (Yes / No)	Remarks / Deviations
Terms & Conditions		
Scope of Work as Per Annexure-5		

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

Date

Signature with seal

Name :

Designation :



Annexure-7

Undertaking Letter

SUB: RFP for Selection of Insurer for Renewal of Cyber Risk Insurance Policy for Canara Bank.

Ref: Your RFP 19/2019-20 dated 03/03/2020

- a. We understand that Bank shall be placing Order to the Selected Bidder exclusive of taxes only.
- b. We also confirm that we have quoted for Renewal of Cyber Risk Insurance Policy for Canara Bank (as per terms and conditions of the tender), giving the rates/price in Commercials.
- c. We also confirm that we have not changed the format of Commercials.

Date

Signature with seal

Name :

Designation :



Annexure-8

Escalation Matrix

SUB: RFP for Selection of Insurer for Renewal of Cyber Risk Insurance Policy for Canara Bank.

Ref: Your RFP 19/2019-20 dated 03/03/2020

Service Related Issues:

Sl. No.	Name	Level of Contact	Full Office Address	Phone No.	Mobile No.	Fax	Email address
a.		First Level Contact					
b.		Regional/Zonal Head (if response not received within 7 working days)					
c.		Head Office (if response not received within 7 working days)					

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

Date

Signature with seal

Name :

Designation :

Annexure-9

Commercials

SUB: RFP for Selection of Insurer for Renewal of Cyber Risk Insurance Policy for Canara Bank.

Ref: Your RFP 19/2019-20 dated 03/03/2020

Notes

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

Sl. No.	Item Details	Total Cost (Excl. of Tax)		Tax for Column A		Total Cost (Incl. of Tax)
		A	B	Tax %	Tax Amount	D=A+C
				C		
1.	Premium for 1 Year for Renewal of Cyber Risk Insurance Policy for Canara Bank as per the Scope of Work and RFP for a total coverage of Rs.3,15,00,00,000/- (Rupees Three Hundred Fifteen Crore only) with deductible of Rs.50,00,000/- (Rupees Fifty Lakhs only) for each and every claim.					

Undertaking

- i. Commercials 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.

Date

Signature with seal

Name :

Designation :



APPENDIX -A

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

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) 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 tender documents with supporting documents.
- 3) Bid Covering letter as per Annexure-1.
- 4) Eligibility Criteria declaration as per Annexure-2 with documentary proof in support of the Eligibility Criteria.
- 5) Bidder's Profile as per Annexure-3.
- 6) Non-Disclosure Agreement as per Annexure-4.
- 7) Compliance to the Scope of Work as per Annexure-5.
- 8) Compliance Statement as per Annexure-6.
- 9) Undertaking Letter as per Annexure-7.
- 10) Escalation Matrix as per Annexure-8.
- 11) Signed Pre Contract Integrity Pact as per Appendix-E in non-judicial Stamp paper.

APPENDIX-B

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

The Commercial 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.** Commercial Offer for this RFP shall be made as under:

- 1) Commercials as per Annexure-9.



APPENDIX- C

Pre-Bid Queries Format

Bidders have to provide their queries on eligibility criteria, scope of work, terms & conditions etc. in excel format as mentioned below. Bidders are requested to categorize their queries under appropriate headings. Bidders are requested to provide a reference of the page number, state the clarification point and the queries/suggestion/deviation that they propose as shown below (all the pre bid queries will be entertained in this Microsoft Excel format by e-mail):

Bidder Name	Clause no	Page no.	Clause	Query	Bank Response

Place:

Date:

Signature:

Name & Designation:

Business Address:



APPENDIX- D

Confirmation Letter

To,
The Deputy General Manager,
Canara Bank,
Procurement Group,
Department of Information and Technology,
Naveen Complex, 14 M G Road,
Bengaluru - 560 001, Karnataka

Dear Sir,

Sub: RFP for Selection of Insurer for Renewal of Cyber Risk Insurance Policy for Canara Bank

Ref: Your RFP 19/2019-20 dated 03/03/2020

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for **Cyber Risk Insurance Policy** as detailed in your above referred RFP.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP. We also confirm that the offer shall remain valid for 30 days from the date of the offer.

All the Annexure with other Technical documents duly filled in and signed are enclosed. We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.

Yours faithfully,

Authorized Signatories

(Name & Designation, seal of the firm)

Date:



APPENDIX- E

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

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, Bangalore 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 _____, Deputy General Manager, DIT Wing, HO, Bengaluru representing Canara Bank, of the BUYER, of the FIRST PART

AND

M/s. _____ represented by Shri _____ Chief Executive Officer/Authorized 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

1.2. WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/item) /engage the services and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is willing to offer/has offered the stores/services and

1.3. 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.

1.4. 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:-

- 4.1. 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.
- 4.2. 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.
- 4.3. 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.
- 4.4. 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.
- 4.5. 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.
- 4.6. 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.
- 4.7. 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.
- 4.8. 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.

4.9. 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.
 - iv. To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of (Name of the Bank/Financial Institution) while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER /CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER .
 - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.
 - vi. To cancel all or any other contracts with the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
 - vii. To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - viii. To recover all sums paid in violation of this Pact by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.
 - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, the same shall not be opened.
 - x. Forfeiture of The 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.
 - xi. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
- 7.2. The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/ SELLER/CONTRACTOR/SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 7.3. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/SELLER/ CONTRACTOR shall be

final and conclusive on the BIDDER/SELLER /CONTRACTOR. However, the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

8.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any 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 5 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 at on

BUYER
Name of the Officer
Designation
Name of Wing
Canara Bank
Witness

BIDDER
CHIEFEXECUTIVEOFFICER/AUTHORISED SIGNATORY

Witness

1)

1)

2)

2)



Appendix-F

Authorization Letter Format

(To be presented by the authorized person at the time of opening of Eligibility Criteria Bid/Technical Proposal/ Commercial Bid (Indicative) 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,
Asset Procurement & Management Group,
Department of Information and Technology,
Naveen Complex, 14 M G Road,
Bengaluru - 560 001 Karnataka

Dear Sir,

SUB: RFP for

Ref: Your RFP No..... dated

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

