



(HEAD OFFICE::BENGALURU)

**RFP FOR SUPPLY OF UIDAI CERTIFIED MANPOWER, HARDWARE
MAINTENANCE SUPPORT & SOFTWARE RELATED SUPPORT FOR
AADHAAR SEVA KENDRAS (ASKs).**

Issued By:

Canara Bank
Aadhaar Seva Kendra Section
FI Wing
Head Office Annexe, 5th Floor,
2nd Cross, Gandhinagar,
Bengaluru -560009

BID DETAILS IN BRIEF

Sl. No.	Description	Details
1.	RFP No. and date	RFP No. FIW/02/2021 dated 28.05.2021
2.	Brief Description of the RFP	Supply of UIDAI certified manpower, hardware maintenance support & software related support for aadhaar seva kendras (ASKs).
3.	Bank's Address for Communication and Submission of Tender	The Deputy General Manager Canara Bank Aadhaar Seva Kendra Section Financial Inclusion Wing Head Office Annexe, 5 th Floor, 2nd Cross, Gandhinagar, Bengaluru -560009 Karnataka
4.	Date of Issue	28.05.2021
5.	Last Date of Submission of Queries for pre bid Meeting	02.06.2021, 3.00 PM
6.	Date of Pre Bid Meeting	03.06.2021, 3.00 PM ONLINE
7.	Last Date of Submission of Bids	18.06.2021, 3.00 PM ONLINE
8.	Date and time of Opening of Part A- Technical Bid.	Will be intimated at a later date.
9.	Date and time of Opening of Part-B- Commercial Bid (Indicative Price Bid)	Will be intimated at a later date.
10.	Application Fees (Not Refundable)	Nil (Based on self declaration)
11.	Earnest Money Deposit(Refundable)	Nil (Based on self declaration)
12.	Performance Bank Guarantee/Security Deposit	Rs 10,000/- per allotted ASK

This document can be downloaded from Bank's website <http://www.canarabank.com/English/Scripts/Tenders.aspx>.

DISCLAIMER

The information contained in this Request for Proposal (“RFP”) document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of Canara Bank (or Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by Canara Bank to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as “Bidder” or “Bidders” respectively). The purpose of this RFP is to provide the Bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder require. 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 require. 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 update, amend or supplement the information in this RFP. Canara Bank reserves the right to reject any or all the expression of interest / proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Canara Bank shall be final, conclusive and binding on all the parties.

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ABBREVIATIONS USED IN THIS DOCUMENT

1	UIDAI	Unique Identification Authority of India
2	BG	Bank Guarantee
3	EA	Enrolment Agency
6	EMD	Earnest Money Deposit
7	HO	Head Office
8	LD	Liquidated Damage
9	NEFT	National Electronic Funds Transfer
10	OS	Operating System
11	ASK/EC	Aadhaar Seva Kendra (Aadhaar Enrolment & Updation Centre)/ Enrolment Centre
12	RFP	Request For Proposal [Interalia the term 'Tender' is also used]

13	RTGS	Real Time Gross Settlement
14	GST	Goods and Service tax
15	RRB	Regional Rural Bank
16	SLA	Service Level Agreement
17	SCB	Scheduled Commercial Bank
18	SP	Service Provider

INTRODUCTION

About Canara Bank

CANARA BANK is 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 Bangalore-560002. The Bank is having PAN India presence of more than 10491 branches , 24 Circle offices and 176 Regional Offices situated across all States. The Bank is working on Core Banking System using Flex cube solutions v11.8 and it is a forerunner in implementation of IT related products & services and it continuously make efforts to provide the state of art technological products to its customers. The Bank is a Registrar and also an Enrolment Agency under UIDAI for enrolment and updation of Aadhaar of residents.

About RFP

This Request for Proposal is being issued by Canara Bank inviting proposals from eligible Bidders for

- Supplying trained and UIDAI certified Manpower for providing various services related to Aadhaar such as carrying out the enrolment of residents for the Unique Identification (UID) and updating the demographic & biometric details etc.
- Hardware maintenance support of Bank owned hardware at ASKs.
- Technical support to all software relating to ASKs.

for a period of THREE year from the date of Agreement. The tenor may be extendable at the discretion of the Bank as per the requirement/ direction from UIDAI/ Government of India, as per the terms and conditions, technical specifications and scope of work described elsewhere in this document.

Canara Bank along with Sponsored RRBs has established 1494 Aadhaar Seva Kendras Pan India in the identified branches, for providing Aadhaar services such as Aadhaar enrolment and updations to residents. Bank has purchased on its own Aadhaar enrolment Kits required for functioning. The proposed RFP is for supply of Manpower for doing Operator work, handling hardware issues and providing technical support relating to ASKs. The Aadhaar Seva Kendras are divided in 15

Clusters (group of states) across the country. Each bidder is permitted to Bid for any **THREE clusters only**. The details of the Clusters are furnished in Appendix I. Separate On-line Reverse Auction will be held Cluster-wise and the bidders have to ensure to participate in interested cluster of such on-line reverse auction.

The RFP document is not a recommendation, offer or invitation to enter into a contract agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate Agreement being executed between the Bank and successful bidder as identified by the Bank after completion of the selection process.

Instructions to Bidder: Standard

PART 1 - STANDARD

1.1 Definitions

- 1.1.1 “Bank” means the ‘Bank’ as defined in the agreement with UIDAI with which the selected Bidder signs the Contract for the Services. In this project, the ‘Bank’ is the Canara Bank.
- 1.1.2 “Bidder” means any Agency that may provide or provides the Manpower, hardware maintenance support and software related support for providing Aadhaar services in the ASKs to the bank under the Contract, also referred as “Service Provider”.
- 1.1.3 “Instructions to Bidders” means the document which provides interested Bidders with all information needed to prepare their bids. This document also details out the process for the selection of the Bidder.
- 1.1.4 “Scope of Work” (SOW) which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Bank and the Bidder.
- 1.1.5 “Standard Contract” is the one which provides the standard contract agreement to be signed between the Bank and the selected Bidder.
- 1.1.6 “Cluster” means the Commercial bid for each geographical area as specified by the Bank. Bank will accept bid for Single Cluster or Multiple Cluster. The Cluster details are furnished in Appendix-I

1.2 Introduction

- 1.2.1 This RFP (Request For Proposal) is being issued for undertaking Aadhaar Services such as Demographic and Biometric data collection of Residents in the States/Union Territories grouped into 15 Clusters.

- 1.2.2 The Bank will select a company/firm in accordance with the method of selection specified in this document.
- 1.2.3 The date, time and address for submission of the bid is given above.
- 1.2.4 Interested Bidders are invited to submit a Commercial Bid for providing services required for the assignment.
- 1.2.5 The Bank is not bound to accept any bids and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.

1.3 Eligibility Criteria:

S.No.	Eligibility of the Bidder	Supporting Documents
1.	<p>The bidder is registered in India as per the Indian Companies Act, 1956 (including Section 25 of the Act/ The Partnership Act, 1932 / Societies Registration Act 1860, the Indian Trusts Act 1882/ its equivalent in the respective states or Proprietorship entities having a PAN number and should have been in operation for a period of at least 3 years as on date of RFP.</p> <p>Bidder should not be NBFC.(Non Banking Financial Company)</p> <p>Consortium of members is not allowed to participate in BID process.</p>	<p>Copy of the certificate of incorporation/Registered deed/any other mandatory document that supports evidence of legal status should be enclosed as documentary proof along with the below mentioned below.</p> <p>i. Proof for organization's PAN number, GST etc.,</p> <p>ii.Letter of Authority/the Power of Attorney duly attested by the bidder demonstrating that the representative has been duly authorized to sign.</p>
2	<p>The Bidder Company should have made positive Net worth in at least two financial years.</p>	<p>A copy of audited annual reports / financial statements for FY- 2019-2020 & unaudited financial statements for the FY 2020-21 shall be submitted with the offer in support of net sales turnover and positive net worth.</p>
3	<p>The Bidder should have an average turnover of Rs.2 crore or above during the immediate 2 last financial years</p>	<p>A copy of audited annual reports / financial statements for FY- 2019-2020 & unaudited financial statements for the FY 2020-21 shall be submitted with the offer in support of net sales turnover and positive net worth.</p>

4	The Bidder shall not have been blacklisted by any government organization such as UIDAI/IBA/ RBI/GOVT./ Public Sector Undertakings during/ Registrar with UIDAI the last 3 years and the said disability if existed should not be in force as on the date of submission of Bid bids.	Notarized Affidavit.
5	The services of the bidder should not have been terminated for unsatisfactory work or fraudulent activity by Central, or any State/UT Government or their undertakings.	Notarized Affidavit.
6	Bidder company should not be owned or controlled by any Director or employee (or relatives of Canara Bank)	Self-declaration letter
7	Currently, the bidder should have been empanelled by any Scheduled Commercial Bank/RRBs/Central or State Government agencies/Registrars of UIDAI in India for Aadhaar Enrolment Agency related work for at least 50 ASKs	<p>i. Service level Agreement between bidder and Bank.</p> <p>ii. Letter from existing SCB/RRB/Govt Agency which covers the following details-</p> <ul style="list-style-type: none"> • Name of the client • Number of Locations • Type of Model(CAPEX/OPEX) • Number of years of engagement • Name of the person who can be referred to from Clients' side, with Name, Designation, Postal Address Phone and Fax numbers, E-Mail IDs, etc.,
Only those bidders who meet the eligibility criteria specified above will be eligible to respond to this RFP. The bidder's proposal shall contain the relevant information and supporting documents to substantiate the eligibility of the bidder vis-à-vis the technical criteria.		

1.4 Only one Bid

- 1.4.1 A Bidder shall submit only one Commercial bid for each interested Cluster. If a bidder submits or participates in more than one bid for same Cluster, all such bids submitted by that bidder shall be disqualified.

1.5 Bid Validity

- 1.5.1 The bid submitted by the vendors shall be valid for a period of 365 days from the date of submission.

1.6 Tenor of Contract

The tenor of contract is for a period of THREE year from the date of Agreement which is extendable for further period of another THREE years at the discretion of the bank or as required/ direction from UIDAI/ Government of India.

1.7 Scope of work AS PER APPENDIX II

1.8 Clarification to RFP and Pre-Bid Queries:

- 1.8.1 The bidder should carefully examine and understand the specifications, terms & conditions of the RFP and may seek clarifications, if required. The bidders in all such cases should seek clarification in writing in the same serial order as that of the RFP by mentioning the relevant page number and clause number of the RFP as per format provided under Annexure XIV
- 1.8.2 All communications regarding points requiring clarifications and any doubts shall be given in writing via email to hofiuid@canarabank.com by the intending bidders before the last Date of Submission of Queries for pre bid Meeting.
- 1.8.3 No queries will be entertained from the bidders after the above date and time.
- 1.8.4 No oral or individual consultation will be entertained.

1.9 Pre-Bid meeting:

- 1.9.1 A pre-bid meeting through Video Conferencing (Microsoft Teams) of the intending bidders will be held as mentioned in Bid details in brief to clarify any point/doubt raised by them in respect of this RFP.
- 1.9.2 Bidders interested in participating the Pre Bid meeting should share the scanned copy of authorization letter along with valid ID card of the participant by email to hofiuid@canarabank.com latest one day prior to the date of Pre-bid Meeting.
- 1.9.3 Upon perusal of the same, the link/meeting ID will be shared to the participant to participate in the meeting (Microsoft Teams).
- 1.9.4 No separate communication will be sent for this meeting. 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 **only ONE representative** from each Bidder to participate in the pre-bid meeting.
- 1.9.5 Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 1.9.6 Bank will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the Bidders in the meeting.
- 1.9.7 The Bank will consolidate all the written queries and any further queries during the pre-bid meeting & the replies for the queries shall be made available in the Bank's website (<http://canarabank.com/english/announcements/tenders>) 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 & parcel of the RFP and it will be binding on the bidders.

- 1.9.8 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.

1.10 Taxes and Duties

- 1.10.1 The service provider shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc.
- 1.10.2 Providing clarifications/particulars/documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc will be the responsibility of the service provider at his cost.
- 1.10.3 Tax deduction at Source - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Service Provider. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the service provider from his responsibility to pay any tax that may be levied in India on income and profits made by the successful bidder in respect of this contract.
- 1.10.4 The Service provider shall deduct such applicable taxes out of the payments made to the operators and remit to the concerned authorities within the stipulated time line. The Bank shall not be responsible for the same whatsoever.

1.11 Goods and Service Taxes (GST) and its compliance:

- 1.11.1 Goods and Service Tax law in India is a comprehensive, multi-stage, destination based tax that will be levied on every value addition. Service provider shall have to follow GST law as per time being enforced along with certain mandatory feature mentioned hereunder-
- 1.11.2 TDS (Tax Deducted on Source) is required to be deducted as per applicable under GST law on the payment made or credited to the Service Provider of taxable goods and Services. It would enhance the tax base and would be compliance and self maintaining tax law based on processes. The statutory compliances contained in the statues include obtaining registration under the GST law by the existing assesses as well as new assesses, periodic payments of taxes and furnishing various statement return by all the registered taxable person.
- 1.11.3 It is mandatory to pass on the benefit due to reduction in rate of tax or from Input Tax Credit (ITC) to the Bank by way of commensurate reduction in the prices under the GST law.
- 1.11.4 If Service Provider as the case may be, is blacklisted in the GST (Goods and Services Tax) portal or rating of a Service Provider falls below a mandatory level, as decided time to time may be relevant ground of cancellation of contract.
- 1.11.5 Bank shall deduct tax at source, if any, as per the applicable law of the land time being enforced. The Service provider shall pay any other taxes separately or along with GST if any attributed by the Government Authorities including Municipal and local bodies or any other authority authorized in this regard.

information. The Technical Proposal should be complete and should cover all products and services. Technical Proposal without masked Bill of Materials will be liable for rejection.

2.3.8 Masked Bill of Material which is not as per below instruction will make Bid liable for rejection:

2.3.8.1 Should be replica of Bill of Material except that it should not contain any price information (with Prices masked).

2.3.8.2 It should not provide any price information like, unit price, tax percentage, tax amount, AMC/ATS charges, Implementation Charges etc.

2.4 **Part B-Commercial Bid(Indicative):**

2.4.1 Commercial Bid (Indicative) shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. Bill of Material should give all relevant price information as per **Annexure-XII(B)**. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.

2.4.2 Under no circumstances the Bill of Material should be kept in Part A (i.e. Technical Proposal) Cover. **The placement of Bill of Material in Part A (i.e. Technical Proposal) cover will make bid liable for rejection.**

2.4.3 The Bill of Material must be attached in Technical Proposal as well as Commercial Bid (Indicative). The format will be identical for both Technical Proposal and Commercial Bid (Indicative), **except that the Technical Proposal should not contain any price information (with Prices masked).** Any change in the Bill of Material format may render the bid liable for rejection.

2.4.4 Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.

2.4.5 Any change in the Bill of Material format may render the bid liable for rejection. The Commercial Bids (Indicative) that are incomplete or conditional are liable to be rejected.

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

2.5 **Submission of Bids through E-Tendering Portal:**

2.5.1 Online Submission: (E-Tendering)

This Tender will follow E-Tendering process [e-bids] which will be conducted by Banks' authorized E-Tendering Vendor M/s e-Procurement Technologies Ltd., [abcProcure] through their Website as per details given below:

- a. Submission of Technical Bid & Commercial Bid by the Bidder.
- b. On-line Reverse Auction by the Bank.

Representative of Bidders will be given training for e-Tendering portal access by M/s e-Procurement Technologies Ltd., [abcProcure].

The response to the present tender will be submitted by way of Two stage bidding process "Technical bid & Commercial bid". Bidders need to submit all two bids



through online mode at Bank's e-Tendering portal <https://canarabank.abcpocure.com>. Physical submission of Bids will not be accepted/evaluated.

Last date for submission of bids is **AS PER BID DETAILS IN BRIEF** by online mode for both Technical and Commercial bids and all interested participants are requested to upload the bids through online mode by using Digital certificate.

2.5.2 Rules for Web Portal Access:

- 2.5.2.1 Bidder should be in possession of Class II or Class III Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders may use Digital Certificates issued in the name of individuals upon submission of authorization certificate from the company for the same to the e-tendering service provider and prior approval from Bank officials. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
- 2.5.2.2 E-Tendering will be conducted on a specific web portal as detailed in Bid Schedule of this RFP meant for this purpose with the help of the Service Provider identified by the Bank as detailed in above clause.
- 2.5.2.3 Bidders will participate in E-Tendering event from their own office/place of their choice. Internet connectivity/browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
- 2.5.2.4 In the event of failure of their internet connectivity (due to any reason whatsoever it may be) either the service provider or Bank is not responsible.
- 2.5.2.5 In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements/alternatives such as back-up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the E-Tendering Auction (if Applicable) successfully.
- 2.5.2.6 However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
- 2.5.2.7 Failure of power at the premises of bidders during the E-Tendering cannot be the cause for not participating in the E-Tendering.
- 2.5.2.8 On account of this, the time for the E-Tendering cannot be extended and Bank is not responsible for such eventualities.
- 2.5.2.9 Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of E-Tendering irrespective of the cause.
- 2.5.2.10 Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.

- 2.5.2.11 However, during the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service Provider.

2.6 Information for Online Participation:

Bidders who wish to participate in online tenders will have to register with the website (<https://canarabank.abcprocure.com>) through the "New user Registration" link provided on the home page. Bidder will create login id & password on their own in registration process.

FACILITIES PROVIDED TO REGISTERED BIDDERS/ VENDORS BY THE SERVICE PROVIDER M/S e-Procurement Technologies Ltd:

The following facilities shall be provided to the registered bidders/ vendors for participating in the e-tendering process.

- 2.6.1 Digital Signature Certificate issued by approved certifying authority.
- 2.6.2 Hardware token to store the Digital Signature.
- 2.6.3 Training to the Vendor/Contractor for participating in the bids through e-tendering Website.
- 2.6.4 24x7, 365 days call center support/ email/ phone/ fax/ chat / mobile etc. in all possible medium.
- 2.6.5 Registration with the e-tendering website.
- 2.6.6 Bidders/Vendors/Contractors shall be permitted to participate in any other e-tender on the service provider's website for any other organization to whom the services are being provided.
- 2.6.7 User Manual/ Training Kit to the Vendor/ Contractor.
- 2.6.8 Any no. of users of Vendor/ Contractor organization can take training on the e-tendering system.
- 2.6.9 Bidders who wish to participate in this tender need to procure Digital Signature Certificate as per Information Technology Act-2000 using that they can digitally sign their electronic bids. Bidders can procure the same from any or the CCA approved certifying agencies, or they may contact e-Procurement Technologies Ltd. at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid Digital Signature Certificate need not procure the same. In case bidders need any clarification regarding online participation, they can contact,

e-Procurement Technologies Ltd. (abc Procure)
Corporate Office:
B-705 Wall Street-2, Opp-Orient Club,
Nr.Gujarat College, Ellis Bridge, Ahmedabad.
Tel: +91-079-40016802 - 882
Fax: +91-079-40016816/876
Cell: +91-9374519754,+91-9377988119
Email: support@abcprocure.com
Website: <http://www.abcprocure.com>

- 2.6.10 Bidders who wish to participate in e-Tender need to fill data in predefined forms of RFP, Technical, Price bid available in respective tender only.
- 2.6.11 Bidder should upload all the copies of relevant documents without fail in support of their bid and as per the instructions given in tender documents.
- 2.6.12 After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.
- 2.6.13 Bids satisfying RFP clauses, specific terms and conditions and general terms and conditions specified in RFP and ready to provide ASK services including hardware and software support may submit their bid through Banks e-tendering service provider website <http://canrabank.abcpurchase.com> on or before timelines. Refer the above clause for E-tendering service prerequisite for bid submission. Bids submitted by any other means other than bid submission in e-tendering website will not be accepted by the Bank.

2.7 Submission of Documents:

In addition to uploading the documents in the e-tendering portal, Bidder should also submit the following in a sealed cover to the address notified in the Bid Schedule on or before the due date mentioned in Bid Schedule.

- 2.7.1 Pre-Contract Integrity Pact as per **Annexure- IX**. (By Email or Hard copy).
- 2.7.2 Acknowledgement issued by e-tendering system for having received the bid through e-tendering system (By Email or Hard copy).

In case the above documents are not submitted on or before the due date mentioned in Bid Schedule, the bid will be rejected even if the copies of documents are uploaded in the Bank's e-tendering service provider website.

2.8 Part A- Technical Proposal:

- 2.8.1 Technical Proposal should be submitted as per the format in Annexure I to XI. Relevant technical details and documentation should be provided along with Technical Proposal.
- 2.8.2 The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.
- 2.8.3 The Bank shall not allow / permit changes in the technical specifications once it is submitted.
- 2.8.4 After ensuring the above, it shall be submitted in the Bank's e-tendering service provider website.

2.9 Part B-Commercial Bid:

- 2.9.1 The Bill of Material should give all relevant price information as per **Annexure-XII(B)**. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.
- 2.9.2 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.

- 2.9.3 Any change in the Bill of Material format may render the bid liable for rejection. The Commercial Bids that are incomplete or conditional are liable to be rejected.
- 2.9.4 The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank.
- 2.9.5 After ensuring the above, it shall be submitted in the Bank's e-tendering service provider website.

2.10 The following officials will facilitate in bid related queries.

First Official	Alternate Official
Mr. N R N RAJESH DIVISIONAL MANAGER Canara Bank Business Correspondent Section FI Wing HO Bengaluru - 560 009. Tel - 080 22375701	Mrs. K Renusri Assistant General Manager Canara Bank Business Correspondent Section FI Wing HO Bengaluru - 560 009. Tel - 080 22879210

3 **SELECTION OF BIDDER**

3.1 **Preliminary Scrutiny:**

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, items are offered as per RFP requirements and technical documentation as required to evaluate the offer has been submitted.

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 & conditions, scope of work, technical specifications and bidding document is submitted without any deviations.

3.2 **Clarification of Offers:**

- 3.2.1 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.
- 3.2.2 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. The waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

3.3 **Evaluation of Bid:**

- 3.3.1 The Bank will evaluate the bid submitted by the bidders under this RFP. The Part A-Technical Proposal submitted by the bidder will be evaluated based on **Annexures** and other documents explained in this RFP. The Commercial Bid of only those bidders who qualified in Part A-Technical Proposal will be reckoned for evaluation purpose.
- 3.3.2 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.

3.4 **Bidders Presentation /Site Visits / Product Demonstration/POC**

- 3.4.1 Bidders are required to prepare for making necessary presentations as a part of the final evaluation in accordance with the responses given for the identified requirements any time after the last date for submission of bids.
- 3.4.2 Setting of evaluation criteria for product demonstrations shall be entirely at the discretion of Bank. The decision of Bank in this regard shall be final and in this regard, no correspondence shall be entertained.
- 3.4.3 Bidders should arrange for visits to the reference sites wherein ASK projects are successfully implemented by them currently. The bidder shall take necessary permission from the site owner and demonstrate the features & performance to Bank at their own cost. Bank prefers the Bidder to provide details of the organization as Reference with the details of contacts as mentioned in Annexures of the RFP Document. Bank would preferably want to have an onsite reference visit or a Telephonic conversation with the concerned.

3.5 **Normalization of Bids:**

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

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

OR

Revised submissions of the entire bid in the whole

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

3.6 **Intimation to Qualified/Successful Bidders:**

The Bank will prepare a list of qualified bidders at each stage on the basis of evaluation of Part A- Technical Proposal and Part B-Commercial Bid. The names of qualified bidders at each stage would 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.

3.7 **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:

- 3.7.1 Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.
- 3.7.2 If there is discrepancy in the total arrived at Bill of Material (addition, subtraction, multiplication, division and carryover of amount from one page to another), correct total will be arrived by the Bank and the same will prevail over the total furnished in the Bill of Material
- 3.7.3 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.
- 3.7.4 If the bidder does not accept the correction of errors, the bid will be rejected.

3.8 Determination of L1 Bidder:

- 3.8.1 L1 Price will be determined after giving effect to arithmetical correction, if any.

3.8.2 The L-1 bidder will be determined on the basis of the lowest price quoted in the Reverse Auction. The Reverse Auction would be conducted for Total Cost of ownership given in Bill of Material (indicative) as per **Annexure-XII(B)** of RFP or in a manner described in **Annexure-XV**. Brief Business Rules and Terms & Conditions of Reverse Auction are detailed in **Annexure-XV**.

3.8.3 Online Reverse Auction:

- 3.8.3.1 Bidders, whose Commercial Bids (Indicative) has been opened by the Bank will be called for the Reverse Auction.
- 3.8.3.2 Reverse Auction event will be carried out among the technically qualified Bidders, based on evaluation of Part B-Technical Proposal, for providing opportunity to the Bidders to quote the price dynamically for the procurement for which RFP is floated and also to get the most competitive price.
- 3.8.3.3 For finalization of the most competitive offer, the Bank will conduct "Reverse auction" The detailed procedure and Business rules for the Reverse auction is given as per **Annexure -XV**
- 3.8.3.4 Bank will call the technically qualified bidders whose Commercial Bids (Indicative) have been opened by the Bank for participating in the Reverse auction process which will be conducted by an Auction company authorized by the Bank. Bank will share the contact details of the concerned person of the Auction Company. Specific rules for this particular event viz. date and time, CAP price, bid decrement value, duration of event etc. shall be informed by the Auction Company to the participating bidders before the event. The bidders should furnish indicative prices for the project in their Indicative Commercial Bid to facilitate finalizing the start bid for "Reverse auction". However, the CAP price for Reverse auction will be fixed by the Bank.
- 3.8.3.5 Bidders should note that the indicative commercial bid is considered for the purpose of conducting Reverse auction process only. The L-1 bidder will be decided only later, on finalization of prices through Reverse auction.
- 3.8.3.6** The L1 bidder emerging at the end of the Reverse Auction process shall be required to submit the break-up of their Final price (last bid price) again as per **Annexure-XV** within 2 working days. Failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result in, suspension for the period of three years from being eligible to submit bids for contract with Canara Bank.

extend the deadline for a reasonable period as decided by the Bank for the submission of Bids.

7 OVERVIEW OF EVALUATION PROCESS:

7.1 Submission of bids:

7.1.1A duly authorized signatory of the Bidder under seal should authenticate all pages in the Bid. The signatory wherever necessary should submit a copy of the Power of Attorney / Board Resolution / letter from Director(s) or other relevant document authorizing him/her to sign the above bid documents on behalf of the Bidder. Responses submitted by a Bidder to this RFP represent a firm offer to contract on the terms and conditions described in the Bidder's response. The proposal in original (hard copy) will be accepted. No photocopy/ email of the proposal will be accepted.

7.1.2 Bidder's confirmation of Bank's requirements should be categorical. Violation of these requirements will disqualify the bidder. Failure to provide information called for or vague response shall constitute violation of the Bid terms and such bids shall be summarily rejected.

7.2 Validity of bids:

7.2.1 Bids shall remain valid for 365 days from the date of opening of the Bid. A Bid valid for a shorter period may be rejected by the Bank as non-responsive.

7.2.2 In exceptional circumstances, the Bank may seek the Bidders' consent for extension of the period of validity. The request and the responses thereto shall be made in writing. Retention of Earnest Money deposit shall also be suitably extended.

7.3 Technical and Commercial Bid:

7.3.1 The technical Bid should provide complete details sought in the Appendixes and the Annexure of this RFP.

7.3.2 The bidder would be paid fixed charges specified in Appendix-IV for the services mentioned therein. The bidder would be required to offer the commercial bid for variable charges for updations/enrolments done at ASKs by an operator in a month. The rate quoted by the Bidder should be inclusive of all taxes, duties and levies whatsoever applicable (except GST which will be reimbursed by the banks on actual basis) for the services proposed to be offered.

7.4 Opening of Bids and selection of Service Provider:

7.4.1 The technical bids of Bidders who have furnished the self declaration in lieu of EMD will be opened.

7.4.2 A minimum of two Bids should have been received by the Bank for each cluster.

7.4.3 The Bidders' names, withdrawals and the presence or absence of requisite EMD/self declaration and such other details as the Bank at its discretion, may consider appropriate, will be announced at the time of Technical Bid opening. No bid shall be rejected at bid

opening, except for late bids, which shall be returned unopened to the Bidder.

- 7.4.4 The committee formed for evaluating the technical bids will examine the Bids to determine whether the documents are complete, are in the required formats, documents have been properly signed and the Bids are generally in order.
- 7.4.5 The above mentioned committee may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.
- 7.4.6 The above mentioned committee will examine whether the Bid and the Bidder is eligible in terms of the Eligibility Criteria specified in the RFP and the decision of the Bank shall be final & binding on all parties.
- 7.4.7 During evaluation of the Bids, the above mentioned committee, at its discretion, may ask a bidder for clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.
- 7.4.8 Evaluation of technology and technical bids will be done by a committee. The bidders who qualify in the technical bid will be shortlisted. The commercial bid will be opened as per E-tendering process for the bidders who are shortlisted in the technical bid. The Reverse Auction process of bidding will be followed. Only the technically qualified bidders will be asked to participate in the reverse Auction, which will be conducted for this purpose. The minimum bid amount in the commercial bid will be the basis for reverse auction. The business rules, term and conditions of the Reverse Auction process will be provided to the selected bidders in due course.
- 7.4.9 The L-1 bidder will be determined on the basis of the lowest price quoted in the Reverse Auction cluster wise. Ranking will be done for all the bidders such as L2, L3 etc.
- a. The bidder quoting the lowest charges (L1) may be selected in the process to be engaged as Service Provider. The lowest charge will be calculated based on the rates quoted through bill of material in the commercial bid comprising of fees for per updation/enrolment for first 150 transactions done in a month at ASK.
 - b. The allotment of centres will be done by the Bank and it would be final & conclusive and binding upon the selected bidders.
- 7.4.10 In case L1 bidder is unable to establish any centre within the stipulated period then a penalty of Rs 250/- per day per center will be levied to the service provider per center per month, till the establishment of the centre. Further the Bank will also at its discretion allot such centre/s to other service providers.
- 7.4.11 In cases where in any L1 bidder is unable to start the operations/fail to operate to the satisfaction of the Bank then Bank will at its discretion allocate the entire cluster to one or more service providers who are offering services at other Clusters.

- 7.4.12 The rates quoted by the Service Provider will be valid for the duration of the tenor of the agreement.

7.5 **Evaluation Methodology:**

- 7.5.1 Bank will prepare a list of Bidders based on evaluation by a Committee of the Bank. The short-listing will be based on various parameters such as compliance with pre-qualification criteria as per terms of the tender documents, functional fit of the solution to the requirements of the Bank, responses, past experience, site-visits (if deemed necessary), referrals, presentations, technology, etc in addition to technical compliance of the solution offered by the bidder vis-à-vis the technical specifications given in the technical bid forms.
- 7.5.2 Prior to detailed evaluation Bank will determine the substantial responsiveness of each Bid to the Bidding Document. Substantial responsiveness means that bid conforms to all terms and conditions of the Pre-Qualification Criteria and Bidding Document without any material deviations.
- 7.5.3 The Bank may call for any clarifications/ additional particulars required, if any, on the technical bids submitted by the bidder. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time.
- 7.5.4 Bank reserves right to call for a presentation on the features etc., from the short listed Bidders based on the technical bids submitted to make an evaluation. The commercial bids of the technically qualified bidders only will be considered for commercial bid evaluation.
- 7.5.5 Bank reserves the right to evaluate the bids on technical and functional parameters including possible visit to inspect live sites of the Bidder and witness demos of the system and verify functionalities, response times, etc.
- 7.5.6 Technical evaluation will take into consideration, the capability of the bidder to implement the proposed solution.
- 7.5.7 Only those bidders whose Technical bids have been found substantially responsive would be intimated by the Bank about their responsiveness and about the revised/updated Technical & Functional Specification (if any). In case of normalization and/or revision, they would also be advised to submit fresh "Price Bid" which should either be equal to or less than the prices quoted in the Original Price Bid where there is no upward revision of specifications.
- 7.5.8 Bill of Materials (masked price schedule) submitted along with Technical Bid will be first evaluated and if the bank, during the evaluation, deems it fit, may request the bidder to revise the bill of materials submitted at the same price originally quoted in the pricing schedule. If the bidder does not agree to revise the same within 5 days from the date of notification to revise, the price bid submitted will be considered non-responsive and accordingly rejected.
- 7.5.9 The bank may use the services of external consultants for bid evaluation, if required.
- 7.5.10 The bank will evaluate and compare the Price Bids, of all the technically short-listed Bidders.
- 7.5.11 L1 will be decided on the basis of rate quoted for per updation/enrolment in the Price Schedule during Reverse Action.

- 7.5.12 Bank reserves right to normalize the commercial bids based on total cost of ownership. Normalization of the Commercial Bids will be considered to bring all the technically short listed Bidders at par for computing total cost of ownership, if required. The procedure will be declared at the time of commercial bid opening.
- 7.5.13 Evaluation criteria, evaluation of the responses to the RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion. Its decision shall be final and no correspondence about the decision shall be entertained.
- 7.5.14 Bank reserves the right to cancel the bidding process for any or some or all the clusters for which the RFP is floated at the sole discretion of the Bank.

8 Bank's right to accept any Bid and to reject any or all Bids:

- 8.1 The Bank reserves the right to accept or reject any Bid /offer received in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract of award, without thereby incurring any liability to the affected or Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action. The Bank reserves the right to reject any Bid on security and/or other considerations without assigning any reason.
- 8.2 The Bank reserves the right to cancel the entire Bidding/procurement process at any stage without assigning any reason whatsoever.

9 Re-auction/s Rules :

- 9.1 Bank may consider the option of a Re-Auction/s in following circumstances:
 - 9.1.1 At the end of the Reverse Auction, L1 price is not acceptable to the Bank.
 - 9.1.2 During the process of reverse auction, if there is no bids from logged in bidders, Bank may decide a re-auction by increasing the CAP price for Re-auction.
 - 9.1.3 At the end of the Reverse Auction If only one bidder puts up bid/s, Bank at its discretion may decide a re-auction.
- 9.2 Even after conducting Reverse Auction/s, if no Bidder has quoted or the prices quoted by them are not acceptable to the Bank, the Bank at its discretion can ask all the technically qualified Bidders to submit the Closed Commercial Bid by giving sufficient time to the Bidders. If Bidder/s are not submitting the Commercial Bid in due date and Time, the bidder will be suspended for the period of three years from being eligible to submit bids for contract with Canara Bank.
- 9.3 Canara Bank reserves the right to reject any or all proposals. Similarly, it reserves the right not to include any bidder in the final short-list.
- 9.4 The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves the right to obtain revised price bids from the bidders with regard to change in RFP clauses. The Bank reserves the right to accept any bid in whole or in part.
- 9.5 The indicative price quoted should be reasonable and realistic. Bank reserves the right to disqualify such bidders whose indicative prices is more than of 3 times of the successful bid price in participating future RFPs of the Bank.

10. COMMERCIAL BID (INDICATIVE):

10.1 General:

- 10.1.1 The Commercial bid (Indicative) should be enclosed in a separate sealed envelope. Cost figures should be presented separately for each of the bill of materials mentioned as per Annexure-XII(B).
- 10.1.2 The Bidder to quote in Indian Rupees only and bids in currencies other than INR would not be considered.
- 10.1.3 The prices and other terms offered by Bidders must be in force for a period of 365 days from the date of opening of the commercial bid.
- 10.1.4 All costs should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, at the date of signing the Agreement and subject to deduction of all statutory deductions applicable, if any. The benefits realized by Bidder due to lower rates of taxes, duties, charges and levies shall be passed on by Bidder to Bank.
- 10.1.5 The Bidder has to include all costs like Travel, Lodging & Boarding, Local Travel expenses, etc incurred during the implementation as a part of the Bill of Materials and Bank will not bear any additional costs on these.
- 10.1.6 The prices quoted by the Bidders shall include all costs such as Taxes, Custom Duties, Levies, Cess, Installation, Insurance, etc. that need to be incurred.
- 10.1.7 The prices quoted shall include transportation to the respective sites and insurance till completion of the acceptance process by Bank. The prices should include the charges payable for carrying out any modification, changes / upgrades to the Financial Inclusion Plan or other equipment or software that is required to be made in order to comply with any statutory or regulatory requirements.
- 10.1.8 The Bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes, inflationary pressures over the contract period etc. shall not affect the Rupee value of the commercial bid, over the validity period of the bid.
- 10.1.9 The price bid should include all the costs for the industry wide changes to the solution or changes that may be required due to a change in law arising during the subsistence of the agreement and the Bidder should provide with the details of all such items considered in the RFP.
- 10.1.10 In case of any revision (upward or downward) in Government levies, taxes, cess, excise, custom duty etc. after the submission of the price bid and up to the date of invoice, the benefit or burden of the same shall be passed on or adjusted to Bidder.
- 10.1.11 For all the taxes, penalties, levies, cess or charge, other than entry tax or octroi, charged by the tax authorities of any State including any Local authorities like Corporation, Municipality, Mandal, Panchayat or any State Govt. or Statutory authority for any of the items or supplies made by the Bidder for any reason including the delay or failure or inability of the Bidder to make payments and if paid by Bank as per the specific request of the bidder, Bank has to be reimbursed by the Bidder for all such amounts on being informed with documentary evidence.
- 10.1.12 Terms of payment indicated in the RFP shall be final and binding on the Bidder and no alternate terms & conditions proposed in the RFP shall be considered.

11 Organization of bid:

11.1 Submission of Bids:

The technical bid should be submitted in a sealed cover containing the following:

- 11.1.1 Covering letter duly signed by the authorized signatory
- 11.1.2 Executive Summary
- 11.1.3 Duly filled up Annexure I to XI
- 11.1.4 Letter with details of authorized signatories who can represent the bidders
- 11.1.5 Bidders response to functional requirements
- 11.1.6 Bidders response to technical requirements
- 11.1.7 Masked Bill of Materials without any commercial details (ANNEXURE XII(B))
- 11.1.8 All Documents/declaration as mentioned under - prequalification/ Eligibility Criteria
- 11.1.9 Soft copy of the technical bid in formats supported by Microsoft Office suite of products
- 11.1.10 Draft Copy of the Agreement to be entered with ASK operator.
- 11.2 The commercial bid should be submitted in a sealed cover containing the following:
 - 11.2.1 Covering letter duly signed by the authorized signatory
 - 11.2.2 Table of contents
 - 11.2.3 Bill of Material along with the costs - Annexure XII(B)
 - 11.2.4 Duly filled Annexure XII(A)
 - 11.2.5 Soft copy of the commercial bid in formats supported by Microsoft Office suite of products as per the format

12 Awarding of Contract:

- 12.1 The Bidder whose commercial bid is accepted and quotes the lowest bid in reverse auction will be referred to as selected Bidder and Bank will notify the name of the selected Bidder by displaying in the Notice board/official Website of Bank.
- 12.2 The contract shall be awarded and the order shall be placed on selected Bidder. Bank releases the order either in Full or in part or place more than one order towards the contract based on banks requirements.
- 12.3 The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the Selected Bidder shall be the date of acceptance of the order by the bidder.
- 12.4 Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.
- 12.5 On failure of the selected bidder to accept the order with in stipulated time, Bank shall be at liberty to proceed with other technically qualified Bidders within the purview of the same RFP by calling for fresh commercial quotes either considering existing commercial quote or fresh commercial quote. The initially selected bidder stands disqualified for further participation in the subject bid.
- 12.6 Within 15 days from the date of acceptance of the order by the selected bidder, the bidder shall sign a stamped "Contract agreement" referred to as Contract in this RFP, with Bank, at the time, place and in the format prescribed by Bank. All stamp duty charges applicable on the agreement shall be borne by the selected bidder. The selected bidder must submit a performance guarantee (of any scheduled Commercial Bank other than Canara Bank), as per the format provided by the Bank, within 30 days from the date of purchase order, valid till completion of the project and warranty period, as below:
 - a) The successful bidder shall provide irrevocable and unconditional performance Bank guarantee in the form and manner prescribed by the Bank equivalent to Rs.10,000/- (Rupees Ten thousand only) per ASK center.
 - b) The successful bidder should submit a Security Deposit/ Performance Guarantee within 30 days from the date purchase order as below:

- ### 13 Intellectual Property Rights:

- ## 14 REPRESENTATIONS AND WARRANTIES:

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- 14.4 The Bidder represents that it has the corporate power & authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.
- 14.5 The Bidder represents that the submission of responses to the RFP execution, delivery and performance under an Agreement entered in case the Bidder is selected:
- 14.5.1 Will not violate or contravene any provision of its documents of incorporation;
 - 14.5.2 Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
 - 14.5.3 Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
 - 14.5.4 To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

15 COMPLIANCE WITH LAWS:

- 15.1 The Bidder shall undertake to observe , adhere to, abide by, comply with and notify Bank about all laws in force or as are made applicable in future, pertaining to or applicable to them, their business , their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its employees/ officers/ staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- 15.2 The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc, as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above & all other statutory obligations arising there from and Bank shall give notice of any such claim or demand of liability within reasonable time to the Bidder.

- 16.1 Bank reserves its right to cancel the order and terminate the contract in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to Bank alone:
- 16.2 Delay in customization / implementation / installation beyond the specified period that is agreed in the contract that shall be signed with the successful Bidder; and
- 16.3 Serious discrepancy in the quality of service / hardware / software expected during the implementation, rollout and subsequent maintenance process.
- 16.4 In case of order cancellation, any payments made by Bank to the Bidder would necessarily have to be returned to Bank with interest @ RLLR +6.4%+2% as per the prevailing RLLR of the bank.
- 16.5 Notwithstanding anything contained in this agreement, Bank shall terminate this agreement if it is found that the project envisaged under this RFP could not be taken place on account of change in policy /guidelines of the Bank/Government/RBI or any other regulatory/authority.
- 16.6 Failure to observe the time schedule as in the RFP for implementation, appointment and rollout.
- 16.7 If there is contravention as provided under.
- 16.8 If violation of integrity pact or social media policy is detected at any stage.

- 17.1 Bank shall have the option to terminate the RFP in whole or part thereof by giving the Bidder at least 30 days notice in writing provided that Bank agrees not to terminate this RFP during which period the Bidder shall complete the implementation of the project.
- 17.2 Notwithstanding anything contained herein above, Bank shall be entitled to terminate this RFP if the;
 - 17.2.1 Bidder breaches any of its obligations set forth in RFP and the said breach is not cured within 30 days after Bank gives written notice.

- 17.3.1 The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the contract.
- 17.3.2 Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.
- 17.3.3 Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services

18 Indemnity:

- 18.1 The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:
 - 18.1.1 The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder or by his agents.
 - 18.1.2 Any contravention or Non compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder.
- 18.2 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 in respect of Solution supplied by them.
 - 18.2.1 All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
 - 18.2.2 The limits specified in the above said 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.
 - 18.2.3 All Employees/ agents 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.
 - 18.2.4 The service provider will be held accountable for any untoward incidents and the reputation risks to the bank.

19 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 & records including Hardware provided to the Bank under this RFP and the vendor shall extend all cooperation in this regard.

20 Assignment:

- 20.1 The vendors shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's prior written consent.
- 20.2 If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Vendor under this RFP.

21 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.

22 Confidentiality and Non-Disclosure

- 22.1 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 project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of

- ## 23 Corrupt and Fraudulent Practices

- ## 24 Adoption of Integrity Pact:

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- 24.4 Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principal or associates.
- 24.5 Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- 24.6 Integrity Pact in respect to 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.
- 24.7 The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.
- 24.8 Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 24.9 Integrity pact shall be signed by the person who is authorized to sign the Bid.
- 24.10 The Name and Contact details of the Independent External Monitor(IEM) nominated by the Bank are as under:

Sl No	IEMs Name	E-mail Address
1	Sri Rakesh Jain ,IA & AS (Retd)	Rakeshjain18@hotmail.com
2	Sri D R S Chaudary, IAS (Retd)	Dilip.chaudhary@gmail.com

25 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.

26 Human Resource Requirement:

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

- 26.1 The Bidder shall provide a contingent of well trained personnel and extend necessary mentoring & operational support to the intermediary network of agents, etc. as part of the solution/service.
- 26.2 The Bidder shall manage the activities of its personnel or others engaged in the project etc. and shall be accountable for all the personnel deployed/engaged in the project.
- 26.3 The Bidder shall confirm that every person deployed by them on the project to submit Police verification certificate/Police verification acknowledgement copy prior to their engagement. Wherever police verification acknowledgement copy is taken, the police verification certificate should be submitted within 45 days from the date of Acknowledgement slip.
- 26.4 The successful bidder shall deploy One supervisor referred to as Technical Support Executive for every 50 operators within 45 days from the issue of work order.

- 26.5 In case the performance of the Bidder/their employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, The Bidder shall have to replace the said person within the time limits stipulated by the Bank. Where the Bidder fails to comply with the Bank's request, the Bank may replace the said person or their agents/employees on its own.
- 26.6 No right to employment in the Bank shall accrue or arise to the employees or agents of the Bidder, by virtue of engagement of employees, agents, etc. of the Bidder for any assignment under this project. It is further clarified that the arrangement herein with the Bidder is a contract for service.
- 26.7 The Bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications & skills and deployment experience for all critical activities.
- 26.8 The Bidder shall extend all of the outsourced banking & financial services by deploying such personal who has high integrity and meet the qualifications & other criteria stipulated by the Reserve Bank of India, Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948.
- 26.9 Further in case of any penalty or punitive action by UIDAI or any other statutory authority in the matter will be the responsibility of the SP and any claim by the Bank in this regard will have to be compensated by the SP within 1 month. For delay in compensation interest @ 1% per month or part thereof will be payable.

27 Legal Disputes and Jurisdiction of the court:

- 27.1 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 & remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts & related costs and a right for damages.
- 27.2 All disputes and differences of any kind whatsoever, arising out of or in connection with this contract or in discharge of any obligation arising under this contract (whether during the course of execution of the order or after completion & whether beyond or after termination, abandonment or breach of agreement) shall be resolved amicable. In case of failure to resolve the disputes & differences amicably then the dispute 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.

28 SERVICE AGREEMENT AND PENALTIES:

- 28.1 Upon completion of the selection process, the bank shall enter into agreement with the successful bidder who shall agree to the terms and conditions stipulated by the Bank which among other conditions will also include the following:

- 28.2 The Successful bidder should agree to the performance standards stipulated by the Bank and comply with all the Standard Operating Procedures (SOPs) prescribed by the bank.
- 28.3 The service provider should maintain all records & registers as per the instructions of the Bank and ensure safe custody of all records and documents.
- 28.4 The Bank shall be entitled to inspect & audit the records maintained by the service provider through its officers or auditors / representatives and the service provider shall provide access to the officers and representatives of the Bank or other regulatory authorities.
- 28.5 The service provider should allow access to UIDAI or persons authorized by Bank to inspect and access documents / records and obtain copies of records.
- 28.6 It will be the sole responsibility of the Service Provider to provide uninterrupted service to the customer through the technology platform provided by them barring unusual situations or calamities like flood, earth quake, etc.
- 28.7 The service provider and its representatives should maintain secrecy & confidentiality of all records and information in respect of the outsourced service.
- 28.8 The service provider should indemnify the Bank for breach of confidentiality & obligations by the service provider, its representatives and agents at the first demand by the Bank.
- 28.9 The Service Provider shall indemnify, protect & save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of all hardware and software used by them.
- 28.10** The Service provider shall ensure all technology compliances and maintenance requirements as may be prescribed by the Bank. The Service Provider will also have to meet the prescribed requirements that may be stipulated by the bank to be maintained at the ASKs (Service Level Agreement is furnished as part of ASK Agreement). A well-defined disaster recovery and business continuity plan, both from technology as well as from business angle, should be in place as per the satisfaction of the Bank.
- 28.11 The Successful Bidder should provide indemnity to the Bank against all claims, costs & actions for all commissions and omissions by the service provider and its representatives.
- 28.12 The Service provider should not collect money in any form, which includes collecting refundable/non-refundable deposits, from operators at any point of time.
- 28.13 The service provider should not, in any way, convey to the operators that they can claim jobs with the bank on account of becoming operators. In this regard, a suitable clause should be included in the agreement entered between service provider and operator.
- 28.14 SP will enter into a comprehensive agreement operator. A draft copy of such agreement is to be submitted along with the Technical Bid. Any suggestion given by the bank should be incorporated in the operator agreement.
- 28.15 The Banks shall have the right to terminate the agreement by issue of notice without assigning reason and also in the case of breach of contractual obligations by the service provider separately.

Bank also reserves its right to offer the centre/s to other bidders/service provides solely at its discretion.

- 32.1 Payment will be made by the Bank on monthly basis in arrears on aggregated basis within 20 days on submission of original invoices by the Service provider duly countersigned by authorized signatory. Payment will be made for fixed and variable charges for the updation/enrolments done at ASKs.
- 32.2 Service Provider shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employees, operators & representatives and in particular Laws relating to terminal benefits such as minimum wages, Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the Bank shall have no liability in this regard.
- 32.3 The service provider will submit the invoices for every month during the subsequent month after verifying the transactions. The service provider will also submit the list of accounts of the operators along with the eligible amounts to be credited to their individual accounts, as per the format required by the Bank. The service provider will have to open current account with Canara Bank and has to give authorization to Bank for debiting for the total amount payable to the operators as per the list submitted along with invoices. The Bank will credit the individual accounts of the operators as per the service providers authorization, once the payment is effected by the Bank.

33.1 The Service Provider or the Bank shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the Service Provider or the bank, i.e. Force Majeure. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake & fire, revolutions, floods, epidemics, quarantine

restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the Service Provider shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

- 33.2 In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of 180 days, the Bank and the Service Provider /Bidder shall hold consultations with each other in an Endeavour to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Business Correspondent.

34 COMPLIANCE WITH STATUTORY AND REGULATORY PROVISIONS:

It shall be the sole responsibility of the Service Provider/Bidder to comply with all statutory and regulatory provisions while delivering the services mentioned in this RFP.

35 SOCIAL MEDIA POLICY:

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

The following acts on the part of personnel of the Bank or Contractor and third parties shall be construed as violation of Social Media Policy:

- i) Non adherence to the standards/guidelines in relation to social media policy issued by the bank from time to time.
- ii) 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.

36 TERMS AND CONDITIONS FOR THE PROPOSAL:

- 36.1 Bank invites the Bidder's attention to the following terms & conditions which underline this RFP and which provide a statement of understanding between the interested parties.
- 36.2 Bank reserves the right to accept or reject any and all proposals, to revise the RFP, to request one or more re-submissions or clarifications from one or more Bidders, or to cancel the process in part or whole. No Bidder is obligated to respond to or to continue to respond to the RFP. Additionally, Bank reserves the right to alter the specifications, in part or whole, during the RFP process, and without re-issuing the RFP. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP and subsequent presentations and contract negotiation processes.
- 36.3 Responses submitted by a Bidder to this RFP represent a firm offer to contract on the terms & conditions described in the Bidder's response. The proposal must be signed by an official authorized to commit the bidder to the terms & conditions of the proposal. Bidder must clearly identify the full title & authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official.
- 36.4 The RFP and all supporting documentation/templates are the sole property of CANARA BANK and shall NOT be redistributed without the prior written consent of CANARA BANK. Violation of this would be a breach of trust and may, inter-alia cause the Bidder to be irrevocably disqualified. The aforementioned material must be

- 37.1 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.
- 37.2 The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
- 37.3 No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- 37.4 Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with CANARA BANK. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.
- 37.5 The Bank is not responsible for any assumptions or judgments made by the Bidders for arriving at any type of sizing or costing. The Bank at all times will benchmark the performance of the Bidder to the RFP documents circulated to the Bidders and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the Bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents.
- 37.6 The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, under all phases involved in the performance of the provisions of this RFP. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfill all the terms and conditions of this RFP.
- 37.7 The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations.
- 37.8 The successful bidder shall not assign to any one, in whole or in part, its obligations to perform under the Contract, except with the Bank's written consent. Merger, demerger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc of the successful bidder shall be done only with the previous written consent of Bank.

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38 Liabilities of the Bank:

This RFP is not an offer by the Bank, but an invitation for bidder response. No contractual obligation whatsoever shall arise on the Bank from the RFP process unless and until a formal contract is signed & executed by duly authorized officials of the bank and the bidder.

39 Proposal Format:

As the bidder's proposal is central to the evaluation & selection process, it is important that the bidder carefully prepares the proposal as per the prescribed formats only. Under no circumstance, the format can be changed, altered or modified. Bidders must provide categorical and factual replies to specific questions. Bidders may provide additional technical literature relating to their proposals but in a separate annexure. Correct and current technical details must be completely filled in. The appendix/annexure to this RFP shall form integral part of the RFP.

40 Ownership:

The RFP and all supporting documents are the sole property of the Bank and violation of the terms of this RFP will be a breach of trust & breach of the initial contract conditions and the Bank has a right to initiate any action deemed appropriate.

GENERAL MANAGER

Bid Covering Letter

The Bidders shall submit the Commercial bid Covering Letter as per Annexure I

Technical Bid Forms

The Bidder shall submit Technical Bid as per Annexure II and documents in support of the Eligibility criteria as per 1.3 & 1.4 of the RFP.

COMMERCIAL BID FORMS

The Bidders shall submit the Commercial bid Form as given in Annexures. Commercial Bids which are not submitted as per the Commercial bid Form shall be summarily rejected. Any conditional bids shall also be summarily rejected during the evaluation of the Commercial bids.

The Commercial bid (Indicative Price) should be for one cluster or multiple clusters for geographical area/state outlined in Appendix I. The bidder shall be responsible for doing the necessary background research to understand each geographical area, terrain, population density, urban-rural percentage as well as the infrastructure requirements.

The bidder shall submit quotation for per ASK per month for respective Clusters, being the cost for providing services as per the Scope of Work, which shall include the cost for collection of demographic and biometric details of residents as per the requirements of the CANARA Bank and UIDAI and the cost for providing other additional services specified in the Scope of Work. The total cost quotation shall be inclusive of all expenses like travel and lodging, cost of Manpower for doing Aadhaar enrolment & updation work in the centre, handling the resident documents, taxes and duties etc.,