

REQUEST FOR PROPOSAL [RFP]

FOR

“SELECTION OF IT CONSULTANT FOR PROVIDING CONSULTANCY SERVICES FOR SELECTION OF DATA CENTER CO-LOCATION SERVICE PROVIDER FOR HOSTING DISASTER RECOVERY CENTER OF CANARA BANK”

This RFP is restricted to the following IT Consultants who are empaneled with Canara Bank for Selection of Data Center Co-Location Service Provider for hosting Disaster Recovery Center of Canara Bank:

1. M/s CBRE South Asia Pvt. Ltd.
2. M/s Jones Lang La Salle Property consultants(Pvt.) Ltd.

The response/s received from other parties will not be accepted.

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:dittenders@canarabank.com



A. BID SCHEDULE & ABBREVIATIONS

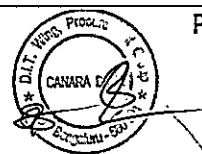
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1. BID SCHEDULE

Sl. No.	Description	Details
1.	RFP No. and Date	RFP 02/2022-23 dated 22/06/2022
2.	Name of the Wing	Department of Information Technology
3.	Brief Description of the RFP	Selection of IT Consultant for providing consultancy services for selection of Data Center co-location service provider for hosting Disaster Recovery Center of 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: dittenders@canarabank.com
5.	Date of Issue of RFP	22/06/2022, Wednesday
6.	Tender Fee (Non-refundable)	Rs.2360/- (including 18% GST)
7.	Earnest Money Deposit (Refundable)	Rs.5,00,000/-
8.	Performance Bank Guarantee/Bid Security	3% of total order value plus GST
9.	Last Date, Time and Venue for Submission of Bids	26/07/2022, Tuesday upto 3.00 PM Venue: Canara Bank, First Floor, DIT Wing-HO (Annexe), Naveen Complex, 14 M G Road, Bengaluru 560001.
10.	Date, Time & Venue for opening of Part A- Technical Proposal.	26/07/2022, Tuesday at 3.30 PM Venue: Canara Bank, Second Floor, Conference Hall, DIT Wing-HO (Annexe), Naveen Complex, 14 M G Road, Bengaluru 560001.





11.	Date and time for opening of Part-B Commercial Bid	Will be intimated at a later date.
12.	Pre-bid Meeting Date & Time	<p>1. Pre-bid meeting will be held on 06/07/2022, Wednesday at 3.30 PM.</p> <p>Venue: Pre Bid meeting will be held Online (through Microsoft Teams/Polycom) and participants are requested to attend the meeting Online.</p> <p>Those who are interested in participating the prebid meeting should share the participant details to dittenders@canarabank.com.</p> <p>Upon perusal of the same, the link / meeting id will be shared to the participant to participate in the meeting (Microsoft Teams/Polycom).</p> <p>2. Pre bid queries should be submitted as per Appendix-C.</p> <p>3. Pre-bid Queries should be sent to E-mail dittenders@canarabank.com and must reach us on or before 04/07/2022, Monday at 3.00 PM. Subject of the email should be given as "Pre Bid Queries to RFP 02/2022-23 dated 22/06/2022". Queries reaching afterwards will not be entertained.</p>
13.	Other Details	<p>1. Subsequent changes made based on the suggestions and clarifications as per pre-bid meeting shall be deemed to be part of the limited RFP document and shall be shared with all the bidders.</p> <p>2. No suggestions or queries shall be entertained after pre-bid meeting.</p>



2. ABBREVIATIONS USED IN THIS DOCUMENT:

Sl. No.	Abbreviation	Description
1.	CBS	Core Banking Solution
2.	CVC	Central Vigilance Commission
3.	DC	Data Center
4.	DD	Demand Draft
5.	DIT	Department of Information Technology
6.	DRC	Disaster Recovery Center
7.	EOI	Expression of Interest
8.	IFSC	Indian Financial System Code
9.	IT	Information Technology
10.	NEFT	National Electronic Fund Transfer
11.	NI ACT	Negotiable Instrument Act
12.	PAN	Permanent Account Number
13.	PMO	Project Management Office
14.	RFP	Request for Proposal
15.	RTGS	Real Time Gross Settlement



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B. DELIVERABLES AND SERVICE LEVEL AGREEMENTS

1. Objective

Canara Bank invites bids from the empaneled IT Consultants to submit their response who complies with the scope of work as per Annexure-2 for providing Consultancy Services for selection of Data Center co-location service provider for hosting Disaster Recovery Center of Canara Bank.

2. Requirement Details

Bank invites sealed offers ('Technical Proposal' and 'Commercial Bid') for Selection of IT Consultant for providing consultancy services for selection of Data Center co-location service provider for hosting Disaster Recovery Center of Canara Bank.

3. Scope of Work

The Broad Scope of work shall include but not be limited as mentioned in Annexure-2. Bidder has to confirm compliance to the Scope of Work as mentioned in Annexure-2. 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.

4. Project Timelines

- 4.1. The Bidder should accept the Purchase Order within seven (7) days from the date of issuance of Purchase Order.
- 4.2. Bidder should meet the deadlines as mentioned below for the completion of the Scope of Work of the RFP:

Sl. No.	Scope of Work	Timelines from the date of acceptance of Purchase Order
1.	Study, analysis & documentation of the present scenario & finalizing the Plan of Action	within 1 month
2.	Selection of Datacenter Vendor by RFP	within 4 months
3.	Implementation of Projects/Sub-Projects & Shifting of Disaster recovery Center from Current location to New/selected Datacenter Location/co-location.	within 6 months

5. Penalties/Liquidated Damages

- 5.1. The Bank will impose liquidated damages of Rs.10,000/- (Rupees Ten Thousand only) plus GST per week or part thereof, for delay in not adhering to the time schedules for commitments under each activity under Clause 4.2.
- 5.2. The selected bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.

- 5.3. If any act or failure by the selected bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- 5.4. If the selected bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.
- 5.5. Any financial loss to the Bank on account of fraud taking place due to selected bidder, its employee or their services provider's negligence shall be recoverable from the selected bidder along with damages if any with regard to the Bank's reputation and goodwill.
- 5.6. Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of the selected bidder.
- 5.7. The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from the selected bidder or from any other amount payable to the selected bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.
- 5.8. All the above LDs are independent of each other and are applicable separately and concurrently.
- 5.9. LD is not applicable for the reasons attributable to the Bank and Force Majeure. However, it is the responsibility/onus of the bidder to prove that the delay is attributed to the Bank and Force Majeure. The bidder shall submit the proof authenticated by the bidder and bank's official that the delay is attributed to the Bank and Force Majeure at the time of requesting payment.

6. Payment Terms

- 6.1. The following terms of payment shall be applicable to this contract and will be released after submission of performance security and execution of Contract Agreement:

Sl. No.	Stages	Percentage % of Payment	Payment Terms
1.	Study, analysis & documentation of the present scenario & finalizing the Plan of Action for the Scope of Work as per Annexure-2	15%	On submission of relevant documents duly signed by the bank officials
2.	Selection of Datacenter Vendor by for the Scope of Work as per Annexure-2	35%	

3.	Implementation of Projects/Sub-Projects & Shifting of Disaster recovery Center from Current location to New/selected Datacenter Location/co-location as per Annexure-2	50%	
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- 6.2. Bank will release the payment on completion of activity and on production of relevant documents/invoices. Please note that Originals of invoices (plus One Copy) reflecting GST, GSTIN, State Code, HSN Code, State Name, Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office should be submitted while claiming payment in respect of orders placed.
- 6.3. The selected bidder has to submit documentary proof for completion of activities for each milestone as defined in Payment Stage in clause 6.1, duly signed by the Bank officials in originals while claiming payment.
- 6.4. The bank shall finalize the Sign-off and Acceptance format mutually agreed by the selected bidder. The selected bidder shall strictly follow the mutually agreed format and submit the same while claiming payment.
- 6.5. Bank will not pay any amount in advance.
- 6.6. Payment shall be released within 30 days from submission of relevant documents as per RFP terms.
- 6.7. The payments will be released through NEFT/RTGS after deducting the applicable LD/Penalty, TDS if any, 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.

7. Documents, Standard Operating Procedures and Manuals

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

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

9. Right to Audit

- 9.1. The selected bidder (Service Provider) has to get itself annually audited by internal/external empaneled Auditors appointed by the Bank/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk

parameters finalized by the Bank/such auditors in the areas of products (IT hardware/software) and services etc., provided to the Bank and the Service Provider is required to submit such certification by such Auditors to the Bank. The Service Provider and or his/their outsourced agents/subcontractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.

- 9.2. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- 9.3. The Service Provider shall, whenever required by the Bank, furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/or retain for any relevant material information/reports including auditor review reports undertaken by the service provider (e.g., financial, internal control and security reviews) and findings made on Selected Bidder in conjunction with the services provided to the Bank.



C. BID PROCESS

1. Clarification to RFP and Pre-Bid Queries

- 1.1. The bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases should seek clarification in writing in the same serial order as that of the RFP by mentioning the relevant page number and clause number of the RFP as per format provided under 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 (Annexe), 14 MG Road, Naveen Complex, Bengaluru-01 or an email can be sent to dittenders@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 its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the Bidders in the meeting.
- 2.5. The Bank will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available to all the bidders. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.
- 2.6. Non reply to any of the queries raised by the bidders during pre-bid Meeting shall not be considered as acceptance of the query/issue by the Bank.

3. Amendment to Bidding Document

- 3.1. At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by amendment.
- 3.2. Notification of amendments will be made available to all the bidders.
- 3.3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for submission of Bids.

4. Bid System Offer

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

- 4.1. **Part A- Technical Proposal:** Indicating their compliance to Scope of Work. The format for submission of Conformity to Eligibility Criteria is as per Appendix-A.
- 4.2. **Part B-Commercial Bid:** Furnishing all relevant information as required as per Bill of Material as per Annexure-8. 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 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 two parts as stated above, should be placed in two separate envelopes superscribed with 'Technical Proposal' and 'Commercial Bid' respectively and properly closed and sealed. Thereafter, both the envelopes shall be placed inside another envelope and properly closed and sealed. The final envelope should be superscribed as "Offer for RFP 02/2022-23 dated 22/06/2022 for selection of Data Center co-location service provider for hosting Disaster Recovery Center of 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 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 compliance to the scope required by the bank in the exact format of Annexure-2 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 technical information as per the format given in the offer.

5.2.4. The Bank shall not allow / permit changes in the technical specifications 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. Masked Bill of Material must be attached in Technical Offer and should not contain any price information. The Part A-Technical Proposal should be complete and should cover all products and services. Technical Proposal without masked Bill of Materials will be liable for rejection.

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

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

1.1.1.2. It should not provide any price information like, unit price, tax percentage, tax amount etc.

5.2.7. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as "PART A-Technical Proposal for RFP 02/2022-23 dated 22/06/2022 RFP 02/2022-23 dated 22/06/2022 for selection of Data Center co-location service provider for hosting Disaster Recovery Center of 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 Bill of Material and other terms and conditions of RFP on prices. Bill of Material should give all relevant price information as per Annexure-8. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.



- 5.3.3. Under no circumstances the Bill of Material should be kept in Part-A (i.e. Technical Proposal) Covers. The placement of Bill of Material in Part A (i.e. Technical Proposal) covers will make bid liable for rejection.
- 5.3.4. The Bill of Material must be attached in Technical Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal and Commercial Bid, except that the Technical Proposal should not contain any price information (with Prices masked). Any change in the Bill of Material format may render the bid liable for rejection.
- 5.3.5. 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. Any change in the Bill of Material format may render the bid liable for rejection. The Commercial Bid 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 tax 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 superscribed on the top of the cover as "PART B- Commercial Bid for RFP 02/2022-23 dated 22/06/2022 for RFP 02/2022-23 dated 22/06/2022 for selection of Data Center co-location service provider for hosting Disaster Recovery Center of Canara Bank".

6. Tender Fee

- 6.1. The bidders should pay the Tender Fee amount (Non Refundable) as mentioned in the Bid Schedule towards tender document by means of DD drawn on any scheduled Commercial Bank in favour of Canara Bank, payable at Bengaluru and submit the same along with Part A-Technical Proposal.
- 6.2. Submission of the Tender Fee in other than "Part-A-Technical Proposal" is liable to be rejected on grounds of non-payment of the Tender Fee.
- 6.3. The Bidder shall bear all costs associated with the preparation and submission of the Bid and Bank will not be responsible for the costs, regardless of the conduct or outcome of the bidding process. The Bank is not liable for any cost incurred by the Bidder in replying to this RFP. It is also clarified that no binding relationship will exist between any of the respondents and the Bank until the execution of the contract.

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

- 7.1. The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) amount as mentioned in the Bid Schedule by way of Demand Draft drawn on any Scheduled Commercial Bank in India in favour of Canara Bank, payable at Bengaluru and should be kept along with the Part A-Technical Proposal.

- 7.2. In case the EMD is submitted in the form of Bank Guarantee the same should be valid for the minimum period of 6 months with additional claim period of 3 months from the last date for submission of offer. Bank at its discretion can demand for extension for the validity of EMD. The format for submission of EMD in the form of Bank Guarantee is as per Appendix-E.
- 7.3. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Canara Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). The format for submission of EMD in the form of Bank Guarantee is as per Appendix-E. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be rejected summarily.
- 7.4. The bidder has the provision to remit the Earnest Money Deposit through online mode to below mentioned account for this RFP:
- Account Name : DIT Procurement
Account No : 0792201002351
IFSC Code : CNRB0000792
- Bidders are requested to clearly mention the Name of the Firm with EOI No. in the Narration field.
- 7.5. Submission of EMD in other than Part A-Technical Proposal Envelope is liable to be rejected on grounds of non-submission of EMD.
- 7.6. The EMD of the Bidders not qualified under Part A- Technical Proposal will be returned within 15 days after opening the Commercial Proposals of the bidders qualified under Part A- Technical Proposal. The EMD of Technically Qualified bidders will be returned upon the selected bidder accepting the order and furnishing the Performance Bank Guarantee.
- 7.7. The EMD may be forfeited/ Bank Guarantee may be invoked:
- 7.7.1. If the bidder withdraws or amends the bid during the period of bid validity specified in this document.
- 7.7.2. If the selected bidder fails to accept the purchase order within 7 days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the RFP.

8. Documentation

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

9. Costs & Currency

The Offer must be made in Indian Rupees only as per Bill of Material (Annexure-8).

10. Erasures or Alterations

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

11. 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.

12. Submission of Bids

- 12.1. 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.
- 12.2. The bid/s properly superscribed 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.
- 12.3. 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.
- 12.4. Bids sent through post/courier will not be accepted/evaluated. Bids should be deposited in the Tender Box.
- 12.5. 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.
- 12.6. The following officials will facilitate in bid related queries and make arrangements for deposit of bid documents.

First Official	Alternate Official
Mr. Kiran Thez Senior Manager Canara Bank Procurement Group, DIT Wing, First Floor, Naveen Complex, 14 M G Road, Bengaluru - 560 001.	Mr. Nagendra Kumar M Divisional Manager Canara Bank Procurement Group, DIT Wing, First Floor, Naveen Complex, 14 M G Road, Bengaluru - 560 001.

- 12.7. 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 as per above clause 12.2.

13. Bid Opening

- 13.1. The Part A-Technical Proposal 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.
- 13.2. Bidder's representative may be present in the place and venue well in time along with an authorization letter in hand for each bid opening under this RFP, as per the format (Appendix-D) enclosed.

Note: Authorisation letter should be carried in person.

- 13.3. 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.
- 13.4. 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.
- 13.5. The following details will be announced at the time of bid opening.
- 13.5.1. Name of the Bidders.
- 13.5.2. Presence or absence of declaration in respect of cost of the Tender Fee and EMD.
- 13.5.3. Such other details as the Bank at its discretion may consider appropriate.
- 13.6. If any of the bidders or all bidders who submitted the tender are not present during the specified date, time, and venue of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the Part A - Conformity to Eligibility Criteria in their absence.
- 13.7. 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 Bid of only those bidders who qualified in Part A-Technical Proposal will be opened with due communication by the bank.

D. SELECTION OF BIDDER

1. Preliminary Scrutiny

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

2. Clarification of Offers

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

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

3.2. Part A- Technical Proposal:

- 3.2.1. The Part A- Technical Proposals submitted by the bidder will be evaluated for the documents submitted as per Appendix-A. The Part B-Commercial Bids of only those bidders who qualified in Part A- Technical Proposals, will be opened with due communication by the Bank.
- 3.2.2. 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.
- 3.2.3. The Techno-Commercial evaluation process will consist of two stages:
 - 3.2.3.1. Technical Evaluation
 - 3.2.3.2. Commercial Evaluation



- 3.2.4. The evaluation process aims to find out the best fit (based on technical and commercial evaluation) of bidder and can be summarized in the following points.
- 3.2.5. The technical evaluation shall be performed first to identify the list of bidder as per the technical evaluation criteria (Annexure-3).
- 3.2.6. The bidders scoring less than 70% marks in the technical evaluation will not be considered for the selection process and their Commercial Bids will not be opened.
- 3.2.7. Each qualified bidder in Technical Evaluation (i.e., bidders who obtain 70% or more marks in technical evaluation criteria) shall be assigned a Technical Score (T).
- 3.2.8. The Commercial bids of only those bidders, who have been assigned with a Technical Score (T) after technical evaluation, would be opened.
- 3.2.9. The bidders should submit the commercial bill of material covering cost for each Services (for each line item) and total cost for the bank as per Bill of Material (Annexure-8).
- 3.2.10. The Criteria for Technical Evaluation and Commercial Evaluation will have weightage of 30:70.
- 3.2.11. After completion of Commercial Bid evaluation. The Commercial Bid will comprise of the Total Cost for Bank (TCB) and break-up of their final price as per Annexure-8.
- 3.2.12. The final selection of the bidder will be based on the Technical Score (T) and the Total Cost to the Bank (TCB). (T1L1 Basis)
- 3.2.13. Sample evaluation process is shown below:

Technical Scores:

Bidder1 (B1)	Bidder2 (B2)	Bidder 3 (B3)
Technical Score = T1 Max Technical Score = 100	Technical Score = T2 Max Technical Score = 100	Technical Score = T3 Max Technical Score = 100
Weighted Score (WT1) = 30%*T1	Weighted Score (WT2) = 30%*T2	Weighted Score (WT3) = 30%*T3

Commercial Scores:

Bidder 1 Total Cost for Bank = $B1TC_B$

Bidder 2 Total Cost for Bank = $B2TC_B$

Bidder 3 Total Cost for Bank = $B3TC_B$

Commercial Score Calculation:

$$C1B = L1/B1TC_B * 70$$

$$C2B = L1/B2TC_B * 70$$

$$C3B = L1/B3TC_B * 70$$

Where $L1 = \text{MIN} (B1TC_B, B2TC_B, B3TC_B)$

Final Scores:

$$\text{Bidder 1 Score} = WT1 + C1B$$

$$\text{Bidder 2 Score} = WT2 + C2B$$

$$\text{Bidder 3 Score} = WT3 + C3B$$

Selected Bidder for the Bank = H1 (Max of Scores of Bidders 1, 2 and 3)

3.2.14. Technical Evaluation of Bidders

3.2.14.1. Bidders will be evaluated technically on the basis of marks obtained in Technical evaluation criteria as mentioned in Annexure-3.

3.2.14.2. The Technical offer submitted by the Bidders shall be evaluated as per various components mentioned:

- a. Past experience
- b. Credentials
- c. Bidder presentation
- d. Approach methodology & plan
- e. Team Profile

3.2.14.3. Against each of the specifications under Technical requirements there is Bidder's response column where the bidder has two options viz., Yes, No to indicate their response.

3.2.14.4. Presentation and Demonstration of the solution will be an important input to understand quality of the Bidder's capability and experience and other details furnished by the Bidder.

3.2.14.5. Bidder should secure minimum 70 marks out of 100 under Technical Proposal evaluation to become qualified for opening of Part B- Commercial Bid.

3.3. Part B-Commercial Bid:

The Part B- Commercial Proposals 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 Bill of material submitted by the Bidder.

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

3.4.1. Bidders are further required to be in preparedness to demonstrate the proposed solution by arranging for service delivery walk-through at their own installations/principals/ R&D labs duly meeting the specific requirements/issues raised by the Bank.

3.4.2. Setting of evaluation criteria for demonstrations shall be entirely at the discretion of the Bank. The decision of Bank in this regard shall be final and in this regard, no correspondence shall be entertained.

3.4.3. All expenses incurred in connection with the above shall be borne by the bidder. However, Bank will bear the travelling, boarding and lodging expenses related to its own personnel and its Consultants, if any.

4. Normalization of Bids

4.1. The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that, shortlisted bidders 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;

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

OR

4.1.2. Revised submissions of the entire bid in the whole

4.2. 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.

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

5. 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. Commercial Bids of only technical qualified bidders shall be opened. Final list of the bidders (H1, H2 etc.) will be announced as indicated above. No separate intimation will be sent to successful Bidder.

6. 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:

6.1. Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.



- 6.2. 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.
- 6.3. If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
- 6.4. If there is discrepancy in the total arrived at Bill of Material (addition, subtraction, multiplication, division and carryover of amount from one page to another), correct total will be arrived by the Bank and the same will prevail over the total furnished in the Bill of Material
- 6.5. 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.
- 6.6. If the bidder does not accept the correction of errors, the bid will be rejected.
- 7. Commercial Evaluation and Selection of Bidder:**
- 7.1. L1, L2, L3 ... Bidder will be decided purely on the Amount quoted in the Bill of Material. L1, L2, L3 ... prices quoted in the Bill of Material will be taken for H1 calculation for selection of Successful bidder as mentioned in the Clause no. 3.2 of this section.
- 7.2. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.
- 7.3. The Bank reserves the right to re-tender without assigning any reasons whatsoever. The Bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection
- 7.4. The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves the right to obtain revised price bids from the bidders with regard to change in RFP clauses. The Bank reserves the right to accept any bid in whole or in part.
- 7.5. The bidder who is H1 as per Clause 3.2 of this section will be referred as the selected bidder.



E. OWNERSHIP &AWARDING OF CONTRACT

1. Bid Validity Period

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

2. Proposal Ownership

The proposal and all supporting documentation submitted by the bidder shall become the property of the Bank. As the Bidder's proposal is central to the evaluation and selection process, it is important that, the bidder carefully prepares the proposal as per the prescribed format only. 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 proposal but in a separate Annexure. Correct and current technical details must be completely filled in. The Appendices/Annexures to this RFP shall form integral part of the RFP.

3. Project Ownership

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

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

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

4. Acceptance of Offer

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

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

4.3. The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender the RFP with or without

modifications. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.

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

5. Award of Contract

- 5.1. The bidder who is H1 will be referred as the selected bidder and Bank will notify the name of the selected bidder/s by displaying in the Notice Board of the Bank.
- 5.2. The contract shall, be awarded and the order shall be placed on selected H1 Bidder. Bank may release the order either in Full or in part or place more than one order towards the contract based on project plan.
- 5.3. The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the bidder.
- 5.4. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.
- 5.5. The Shortlisted bidder/s will be required to provide the service to branches / Offices of the Bank at the rates not higher than the agreed rate finalized under this RFP.

6. Effective Date

- 6.1. The effective date shall be date of acceptance of the order by the selected bidder. However, the bidder shall submit the acceptance of the order within seven days from the date of receipt of order. The Bank reserves the right to consider the late acceptance of the order, if any, at its discretion.
- 6.2. Failure to accept the order within seven days from the date of receipt of the order, makes the EMD liable for forfeiture at the discretion of the Bank.

7. Project Execution

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



8. Fixed Price

The prices quoted in the tender response will be fixed for the period of the contract. The price should be exclusive of all taxes and levies which will be paid by the Bank at actual.

9. Expenses

It may be noted that Bank will not pay any amount/expenses/charges/fees/traveling expenses/boarding expenses/lodging/ expenses/conveyance expenses / out of pocket expenses other than the "Agreed Professional/Consultancy Fee".

10. Security Deposit / Performance Bank Guarantee

10.1. The successful bidder should submit a Security Deposit / Performance Guarantee as specified in Bid Schedule within 15 days from the date of acceptance of the Purchase Order/Letter of Intent (LOI).

10.2. If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above, penalty at 0.50% for each completed calendar week of delay or part thereof on the total value of the order plus GST will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 1.5% of the total order value plus GST.

10.3. Security Deposit should be submitted by way of DD drawn on Canara Bank payable at Bengaluru / Bank Guarantee may be obtained from any of the Scheduled Banks (other than Canara Bank).

10.4. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Canara Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). However, it should be as per Appendix-F. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be summarily rejected.

10.5. Security Deposit/Performance Bank Guarantee should be valid for Total Contract Period from the date of acceptance of order and shall be retained till the completion of Contract period. The guarantee should also contain a claim period of Three months from the last date of validity.

10.6. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and contract period.

10.7. The security deposit / bank guarantee will be returned to the bidder on completion of Contract Period.

10.8. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.

11. Execution of Agreement

- 11.1. Within 21 days from the date of acceptance of the Purchase Order/LOI, the selected bidder shall sign a stamped "Agreement" with the Bank at Bengaluru as per the format provided by the Bank. Failure to execute the Agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected Bidder.
- 11.2. The Agreement shall include all terms, conditions and specifications of RFP and also the Bill of Material and Price, as agreed finally after Bid evaluation. The Agreement shall be executed in English language in one original, the Bank receiving the duly signed original and the selected Bidder receiving the photocopy. The Agreement shall be valid till all contractual obligations are fulfilled.
- 11.3. The Pre Contract Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form a part of the Contract Agreement till the conclusion of the contract.

12. Pricing

- 12.1. The Price offered to the Bank must be in Indian Rupees inclusive of all taxes but Exclusive of GST (CGST/SGST/IGST). The bidder has to quote the applicable taxes separately in the Bill of Material.
- 12.2. The item value along with GST should be claimed in the invoice and GST will be paid in actuals at our end.
- 12.3. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the price validity period.
- 12.4. From the date of placing the order till the delivery of the systems, if any changes are brought in the duties such as excise/customs etc., by the Government resulting in reduction of the cost of the systems, the benefit arising out of such reduction shall be passed on to the Bank.
- 12.5. Applicable Taxes will be paid at actuals.

13. Order Cancellation/Termination of Contract

- 13.1. The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:
 - 13.1.1. Delay in delivery of services in the specified period.
 - 13.1.2. Serious discrepancies noted in the inspection.
 - 13.1.3. Breaches in the terms and conditions of the Order.
- 13.2. The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances:

- 13.2.1. Non submission of acceptance of order within 7 days of order.
- 13.2.2. Excessive delay in execution of order placed by the Bank.
- 13.2.3. The selected bidder commits a breach of any of the terms and conditions of the bid.
- 13.2.4. The bidder goes in to liquidation voluntarily or otherwise.
- 13.2.5. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
- 13.2.6. The progress made by the selected bidder is found to be unsatisfactory.
- 13.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- 13.2.8. If found blacklisted by any Govt. Department / PSU / other Banks / CERT-In, during the course of contracted period.
- 13.2.9. Non satisfactory performance of the Project in terms of affecting the Core Systems of the Bank or the Core Business of the Bank and the functioning of the Branches/Offices of the Bank.
- 13.3. Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services without assigning any reasons.
- 13.4. In case the selected bidder fails to conduct an event as per stipulated schedule, the Bank reserves the right to get it conducted by alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days prior notice to the bidder.
- 13.5. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- 13.6. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract.
- 13.7. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

F. GENERAL CONDITIONS

1. General Terms

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

2. Roles & Responsibility during Project Implementation

- 2.1. All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning maintenance during warranty and AMC etc., shall be provided by the Bidder at no extra cost to the Bank for completing the scope of work as per this RFP.
- 2.2. The selected bidder shall take all steps to ensure safety of Bidder's and the Bank's personnel during execution of the contract and also be liable for any consequences due to omission or act of the selected bidder or their sub-bidders.
- 2.3. In case of any damage of Bank's property during execution of the work is attributable to the bidder, bidder has to replace the damaged property at his own cost.

3. Responsibilities of the Selected Bidder

- 3.1. The Selected bidder has to inform change in the management of the company, if any, to the Bank within 30 days from the date of such change during warranty and AMC period.
- 3.2. The Bank will call for Audited Balance Sheet of the selected Bidder at any point of time during warranty and AMC period and the selected Bidder shall provide the same.
- 3.3. The selected bidder shall submit updated Escalation Matrix for the product/services on a Half-Yearly basis as at the end of 31st March and 30th September during warranty and AMC period.

4. Human Resource Requirement

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

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

- 4.2. The selected bidder shall confirm that every person deployed by them on the project has been vetted through a third-party background check prior to their engagement. The selected bidder shall manage the activities of its personnel or others engaged in the project, etc., and shall be accountable for all the personnel deployed/engaged in the project.
- 4.3. In case the performance of the selected bidder/their CSP/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, the selected bidder shall have to replace the said person within the time limits stipulated by the Bank. Where the selected bidder fails to comply with the Bank's request, the Bank may replace the said person or their agents/employees on its own.
- 4.4. No right to employment in the Bank shall accrue or arise to the employees or agents of the selected bidder, by virtue of engagement of employees, agents, etc. of the selected bidder for any assignment under this project. It is further clarified that the arrangement herein with the selected bidder is a contract for service.
- 4.5. The selected bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for all critical activities.
- 4.6. The Bidder has to submit following KYC documents for onsite/Offsite engineer:
- 4.6.1. Resume latest (Candidate Photograph should be part of Resume only) and Print should be in color only.
- 4.6.2. Address Proof (Local and Permanent)- Duly attested photocopy by candidate and Bidder HR
- 4.6.3. Aadhar Card - Duly attested photocopy by candidate and Bidder HR
- 4.6.4. Relieving Certificate of Previous employer - Duly attested photocopy by candidate and Bidder HR
- 4.6.5. Passport - Duly attested photocopy by candidate and Bidder HR
- 4.6.6. Background Police Verification report - Duly attested photocopy by candidate and Bidder HR
- 4.7. The selected bidder shall extend all of the outsourced banking and financial services by deploying such personal that have high integrity and meet the qualifications and other criteria stipulated by the Reserve Bank of India, Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948.

5. Responsibility for Completeness

- 5.1. The selected bidder shall ensure that the services provided meets all the technical and functional requirements as envisaged in the scope of the RFP.

5.2. The selected bidder shall deliver the services as per Technical specification and Scope of Work described elsewhere in the RFP and arrange for user level demo at selected bidder's cost as per accepted time schedules. The selected bidder is liable for penalties levied by Bank for any deviation in this regard. The selected bidder shall provide for all drivers/software required to install, customize and test the system without any further charge, expense and cost to Bank.

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

6. Inspection of Records

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

7. Negligence

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

8. Assignment

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

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

9. Publicity

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

10. Insurance

The Hardware to be supplied will be insured by the bidder against all risks of loss or damages from the date of shipment till such time, the same is delivered and installed

at site and handed over to the Bank/Office. The Bidder has to obtain transit insurance cover for the items to be delivered from their factory/godown to the location and such insurance cover should be available till installation of the Solution. If there is any delay in the installation which could be attributed to Bank, in such an event the insurance must be available for minimum 30 days from the date of delivery of Solution.

11. Guarantees

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

12. Intellectual Property Rights

12.1. Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. The bidder should ensure that the Hardware and Software supplied to the Bank shall not infringe the third party intellectual property rights, if any. The bidder has to ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as bidder.

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

[a] procure for Bank the right to continue to use such deliverables;

[b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or

[c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution.

12.3. The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified

party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.

- 12.4. The bidder acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Hardware/Software.

13. Confidentiality and Non-Disclosure

- 13.1. The selected 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. The selected 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 selected bidder shall furnish an undertaking as given in Annexure-4.
- 13.2. 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.

14. Indemnity

- 14.1. 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:
- 14.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;
- 14.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;
- 14.2. 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 service provided by them.
- 14.2.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
- 14.2.2. 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.

- 14.2.3. 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.

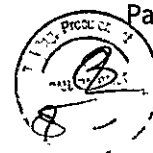
15. Force Majeure

- 15.1. The selected bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.
- 15.2. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the selected bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the selected bidder, resulting in such a situation.
- 15.3. In the event of any such intervening Force Majeure, the selected bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the selected bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- 15.4. In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the selected bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the selected bidder.

16. Responsibilities of the Bidder

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

- 16.1. 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.
- 16.2. The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
- 16.3. No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- 16.4. 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.



- 16.5. The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all software and hardware to be supplied in response to this RFP shall meet the requirement of the solution proposed by the Bidder. The Bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfill all the terms and conditions of this RFP.

17. Corrupt and Fraudulent Practices

- 17.1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders /Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- 17.2. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- 17.3. "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.
- 17.4. 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.
- 17.5. 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.
- 17.6. 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.
- 17.7. 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.

- 17.8. The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time.

18. Adoption of Integrity Pact

- 18.1. 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.
- 18.2. Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- 18.3. The Bidders shall submit signed Pre Contract integrity pact as per Appendix-G along with Part-A Technical Proposal. Those Bids which are not containing the above are liable for rejection.
- 18.4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.
- 18.5. 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.
- 18.6. Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 18.7. 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.
- 18.8. 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.
- 18.9. Integrity pact shall be signed by the person who is authorized to signed the Bid.
- 18.10. The Name and Contact details of the Independent External Monitor(IEM) nominated by the Bank are as under:

Sri. Rakesh Jain Email:rakeshjain18@hotmail.com
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Sri. D R S Chaudary Email:dilip.chaudhary@gmail.com
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19. Amendments to the Purchase Order

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

20. Amendments to the Agreement

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

21. 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.

22. Social Media Policy

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

22.2. 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:

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

22.2.2. 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."

23. Resolution of Disputes

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

24. Legal Disputes and Jurisdiction of the court

24.1. 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/pro 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.

- 24.2. All disputes and controversies between Bank and selected 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

**[On Firm's / Company's letter head]
(to be included in Part A -Technical Proposal Envelope)**

Reference No:

Date:

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 IT Consultant for providing consultancy services for selection of Data Center co-location service provider for hosting Disaster Recovery Center of Canara Bank.

Ref: RFP 02/2022-23 dated 22/06/2022.

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

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

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

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

We agree to abide by this offer till 180 days from the date of Commercial Bid opening and for such further period as mutually agreed between the bank and selected bidder, and agreed to in writing by the selected bidder. We also agree to keep the Earnest Money Deposit/Bank Guarantee in lieu of EMD during the entire validity period of the tender. However, if we withdraw our offer within the said validity period, you shall have the right to forfeit the EMD/invoke the Bank Guarantee in lieu of EMD, without reference to us. We agree to abide by and fulfil all the terms and conditions of the 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.

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

We also confirm that, we will not sub contract part or complete assignment Consultancy to any other agency or individual.

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.

We hereby undertake that we have not been blacklisted/debarred by any Scheduled Commercial Banks/Public Sector Undertakings/Government Entities in India as on date.

Date

Signature with seal

Name:

Designation:



Annexure-2
Scope of Work

SUB: RFP for Selection of IT Consultant for providing consultancy services for selection of Data Center co-location service provider for hosting Disaster Recovery Center of Canara Bank.

Ref: RFP 02/2022-23 dated 22/06/2022.

Bidder has to mandatorily comply with each point of below scope of work without any deviation:

Sl. No.	Scope of Work	Bidder's Compliance [Yes/No]
1.	<p>To find the most competitive Data Center Co-location facility with the feature and benefits to keep business running, consistently and securely considering price, scalability, uptime reliability, location and other following factors but not limited to:</p> <ul style="list-style-type: none"> 1.1.1. Data Center Security & control 1.1.2. Secure Location & review of market and locations to understand suitability for data center operations. 1.1.3. Geographic Stability 1.1.4. Natural Disasters & Man-Made Issues 1.1.5. Uptime 1.1.6. Employee prospects 1.1.7. Cost of power & availability of alternate source 1.1.8. Taxes 1.1.9. Data Center Design & Physical Infrastructure flexibility 1.1.10. Collaboration Systems 1.1.11. Workforce mobility 1.1.12. Ease of access to Public Cloud 1.1.13. Monitoring Systems 1.1.14. Layered Data Center Security 1.1.15. Physical Barriers 1.1.16. Surveillance 1.1.17. Secure Network Connection 1.1.18. Redundancy of IT & Non-IT Infrastructure 1.1.19. Resiliency 1.1.20. Compliance 1.1.21. Building Amenities 1.1.22. Technical expertise, Certified & Skilled Resources 1.1.23. Data Center Accessibility & Access to utilities 1.1.24. Existing Customer Base 1.1.25. Occupancy ratio 1.1.26. ISP - Major Bandwidth provider for Reliable Bandwidth 	
2.	<p>Should provide best practices, guidelines, specification requirement, design, drawing, layouts for the following key areas but not limited to:</p> <ul style="list-style-type: none"> 2.1 Architectural/Structural 2.2 Electrical including provision of backup source 2.3 Data Center logical & Physical Security 2.4 Telecommunications 	



	2.5 Building infrastructure 2.6 Data Center Infrastructure	
3.	Identification of Medium to Large Cage Space or single user Data Center Co-Location Space with Moderate to High Power and High Density requirements i.e Infrastructure Discovery & planning to be done.	
4.	Review specific Data Center power, cooling and special security requirements like PCI DSS, ISO 27001, SOC, IS 1893:1984 Seismic, LEED, ISO 9000-V R6.2/R5.7(QMS Certificate), etc.	
5.	Evaluate the cost of electrical power at our current Disaster Recovery Center and compare it to other states and various colocation service providers.	
6.	Evaluate Business Continuity plan and systems & infrastructure optimization	
7.	Assist the Bank to get Financial Tax benefits	
8.	Evaluate the impact of potential natural disasters, terrorist threats and power grids.	
9.	Define Systems design and specification requirements and solicit colocation pricing proposals.	
10.	Asses the Bank in financial analysis of vendors with detailed data for proposals and present colocation pricing options concisely.	
11.	Assist the Bank to evaluate TCO or total cost of occupancy calculations.	
12.	Prepare a colocation score card to compare Data centres and arrange the schedule tours of the preferred sites with a site visit check list.	
13.	Assist the Bank for Data Centre Outsourcing of Managed Services for Colocation space	
14.	Assist the Bank to negotiate favourable contract terms, benchmark Service Level Agreement (SLA) and Key Performance Indicators.	
15.	Entire Project/Program Management of relocation of Datacenter including relocation planning and coordination during implementation phase.	
16.	To assist the Bank in finalizing the strategy and selection of Datacentre Service Provider for hosting Disaster Recovery Center at Mumbai.	
17.	Technical expertise in conducting pre/post sales meeting and presentation from Service providers.	
18.	Define and prepare list of all compliance & Security certification required for Datacentre as per industry best practices	
19.	Study the current Datacentre Service Provider and Current state of DRC infrastructure and Services and its capacity and advice the Bank on selection of Datacentre Service Provider.	
20.	Assist the Bank in realizing project goals and objectives by interfacing between various application system providers/vendors/service providers and the Bank.	
21.	Assist the Bank during actual shifting of devices from existing Data Centre to New Data Centre in a planned manner. The scope also includes giving assistance/suggestions in creation of Parallel Network Setup at the new Data Centre and prepare a Road Map for the same.	
22.	Prepare RFP & its scope, service levels, payment terms, evaluation methodology and assist Bank in completing end-to-end selection process of Datacentre Service Provider.	
23.	Define the evaluation methodology in line with CVC and regulatory requirements and industry trends.	

24.	Gather Document, Build & develop a delivery plan / timelines for all work stream from finalising of Data enter Service Provider till final shifting with discussion with all stake holders.	
25.	Assist in assessing business volumes and elements that need to be supported & advice Bank on future requirement of Space/Power for DR Site keeping insight on future growth of Bank.	
26.	Assist the Bank in preparing the rationale to gain the necessary approvals for such decisions including presentations to relevant committees, participate in key meetings and submission of necessary documents explaining the rationale for such decisions, as applicable.	
27.	Assist in Evaluate the scope of work for floating RFP.	
28.	Assist in Evaluate the Scope of work for floating RFP & in Preparation of Draft for Techno-Commercial RFP.	
29.	Assist the Bank in drafting the pre-bid technical and functional responses for the queries raised by the bidders.	
30.	Assist in Technical and Commercial evaluation of bids and assist in Contract finalization.	
31.	Assist the bank for Colocation services negotiation.	
32.	Assist in on Boarding of vendor/Service Provider & Shifting from current location to New Datacenter Location	
33.	Assist in Co-existence, KT & Handholding of Bank Staff for shifting from current Service Provider to new Service Provider at various stages of Project implementation.	
34.	Assist in Preparing & issuing purchase order.	
35.	Assist in Agreement execution, Signing Integrity pack, BG & PBG Submission by vendor.	
36.	Assist the Bank for any other legal formalities.	

We hereby comply with each point of the above Scope of Work mentioned under Annexure-2 without any deviation.

Date

Signature with seal

Name:

Designation:



Annexure-3
Technical Evaluation Criteria

SUB: RFP for Selection of IT Consultant for providing consultancy services for selection of Data Center co-location service provider for hosting Disaster Recovery Center of Canara Bank.

Ref: RFP 02/2022-23 dated 22/06/2022

Consolidated Score for Relative Technical Evaluation (RTE)

Sl. No.	Particulars	Maximum Marks	Bidder's reply with supporting documents
1	Bidder's Capabilities, Past Experiences, Technical & Delivery Excellence (Parameters defined to evaluate Functional, Technical and Delivery Aspects) & Team Profile as per Annexure-3(A)	70	
2	Presentation of the bidder on approach, work plan and methodology as per Annexure-3(B)	30	
	Total Marks	100	

Maximum Technical score is 100. So total marks obtained as per above criteria should be normalized to 100 as below.

(Obtained score under technical evaluation/ Total Marks) * 100 = Technical Score (T)

Note: Minimum marks to be obtained by the bidder for qualification is 70 after normalization.

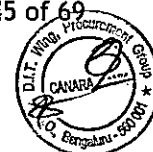
Terms & Conditions

- a. Bank reserves the right to conduct interviews of the proposed team members.
- b. In case of absence of the allotted resource, the standby should perform the job of the absentee.
- c. Bank may reject such manpower if bank is not satisfied with his/her performance.

Annexure 3(A)

Bidder's Capabilities, Past Experiences & Team Profile

Criteria	Sub Criteria	Evaluation Parameters	Max Scores	Bidder's Response
1.Bidder Capabilities, Past Experiences	Industry Experience: 1.Should have prior experience in performing IT consultancy services in any of the three consultancy areas in last 5 years: i) IT strategy formulation, ii) IT infrastructure, data center services and collocation finalization. iii) BCP Planning. iv) Data center shifting v) Project management, planning and implementation Note: Documentary/Certification proofs from clients are to be enclosed to substantiate the claims made	• More than 4 IT consultancy projects - 10 Marks • More than 2 IT consultancy projects - 7 Marks • Less than 2 and more than 1 IT consultancy projects - 5 Marks	10	
	Should have prior experience in consultancy & management of projects comprising of following all functionality/services in each project in last 5 years - i) Building of Data Centre or shifting of Data Centre, ii) Disaster Recovery, or evaluating Collated DC facilities based on the Banks requirement. iii) Business Continuity Plan. iv) IT infrastructure; data center services and collocation finalization. v) RFP preparation, vendor evaluation, contract signing, project implementation, project governance etc.	• 10 marks - if the criteria are met for 3 or more Banks / Govt. Financial Institutions in India • 7 marks - if the criteria are met for 2 Banks / Govt. Financial Institutions in India • 5 marks - if the criteria are met for 1 Banks / Govt. Financial Institutions in India	10	



	Note: Documentary/Certification proofs from clients are to be enclosed to substantiate the claims made		
	<p>Successful Live Datacenter shifting planning, consultation and project management with minimum number of racks in one project.</p> <p>Note: Documentary/Certification proofs from clients are to be enclosed to substantiate the claims made</p>	<ul style="list-style-type: none"> • 10 Marks - more than 60 Racks completed. • 7 Marks - 40 To 60 Racks • 4 Marks - Less than 40 Racks and more than 30 racks • 2 Marks - less than 30 Racks and more than 10 racks 	10
	<p>Successful Live Datacenter shifting planning, consultation and project management with number of Network Links and Network Devices</p> <p>Note: Documentary/Certification proofs from clients are to be enclosed to substantiate the claims made</p>	<ul style="list-style-type: none"> • 10 Marks - more than 25 Network Links and related Network Devices completed • 5 Marks - 15 to 25 Network Links and related Network Devices completed • 2 Marks - Less than 15 Network Links & more than 5 network links and related Network Devices completed • 1 Mark - less than 5 network links and more than two network links and related Network Devices completed 	10
2. Team Profile	Nos. of manpower involved in Data Center consultancy project on Senior Resource scale having more than 5 years' experience	<ul style="list-style-type: none"> • 10 Marks - more than 10 members 	10



	<p>individually in consultancy services.</p> <p>Note: Documentary/Certification proofs are to be enclosed to substantiate the claims made</p>	<ul style="list-style-type: none"> • 7 Marks - from 7-10 members • 5 Marks - from 4-6 members • 2 Marks- less than 4 members and more than two members 	
	<p>Certified professionals in company with ITSM / PMP or equivalent BCP related certifications.</p> <p>Note: Documentary/Certification proofs are to be enclosed to substantiate the claims made</p>	<ul style="list-style-type: none"> • 10 Marks - if more than 8 personnel meet the criteria • 7 Marks - if more than 5 personnel meet the criteria • 5 Marks - if more than 3 personnel meet the criteria • 1 Marks - if less than 3 personnel and more than one personnel meet the criteria 	10
	<p>Successfully completed IT consultancy projects in last 5 years.</p> <p>Note: Documentary/Certification proofs from clients are to be enclosed to substantiate the claims made</p>	<ul style="list-style-type: none"> • 10 Marks - more than 3 projects have been successfully completed. • 5 Marks - more than 2 projects have been successfully completed. • 2 Marks - One project has been successfully completed. 	10
<p>Max - Relative Technical Evaluation Marks (zero marks if any minimum evaluation parameter is not met)</p>			70

Date

Signature with seal

Name:

Designation:

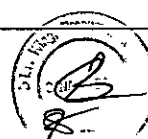


Annexure 3(B)

Presentation and Customer (references) feedback

Presentation and Customer (references) feedback		Marks
1	Presentation of the bidder on approach and interaction	10
2	work plan and methodology covering complete scope of work	10
3	Project Management including onboarding of vendor for Data Centre Co-location service	10
Max - Relative Technical Evaluation Marks		30

Note: Documentary/Certification proofs are to be enclosed to substantiate the claims made.



Annexure-4

Non-Disclosure Agreement

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

(to be included in Part A -Technical Proposal Envelope)

SUB: RFP for Selection of IT Consultant for providing consultancy services for selection of Data Center co-location service provider for hosting Disaster Recovery Center of Canara Bank.

Ref: RFP 02/2022-23 dated 22/06/2022

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the Bidder, are agreeable to the formalities of deliverables as per timelines mentioned in the RFP for each ordered locations to Canara Bank, having its office at 14, Naveen complex, HO (annex), M.G Road Bengaluru -560001 hereinafter referred to as the BANK and,

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

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

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

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

Date

Signature with seal

Name:

Designation:



Annexure-5

Compliance Statement

[On Firm's / Company's letter head]
(to be included in Part A - Technical Proposal Envelope)

SUB: RFP for Selection of IT Consultant for providing consultancy services for selection of Data Center co-location service provider for hosting Disaster Recovery Center of Canara Bank.

Ref: RFP 02/2022-23 dated 22/06/2022

DECLARATION

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

Description	(Yes / No)	Remarks / Deviations
Compliance to Terms and Conditions		
Compliance to Scope of Work of the subject RFP		

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

Date

Signature with seal

Name:

Designation:



Annexure-6

Undertaking Letter

[On Firm's / Company's letter head]
(to be included in Part A - Technical Proposal Envelope)

SUB: RFP for Selection of IT Consultant for providing consultancy services for selection of Data Center co-location service provider for hosting Disaster Recovery Center of Canara Bank.

Ref: RFP 02/2022-23 dated 22/06/2022

- 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 the services with GST only.
- c. We also confirm that in case of invocation of any Bank Guarantees submitted to the Bank, we will pay applicable GST on Bank Guarantee amount.
- d. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.
- e. We hereby confirm to undertake the ownership of the subject RFP even in case third party is also involved in project execution either fully or partially.
- f. We also confirm that we have not changed the format of BOM.

Date

Signature with seal

Name:

Designation:



Annexure-7

Escalation Matrix

[On Firm's / Company's letter head]
(to be included in Part A - Technical Proposal Envelope)

SUB: RFP for Selection of IT Consultant for providing consultancy services for selection of Data Center co-location service provider for hosting Disaster Recovery Center of Canara Bank.

Ref: RFP 02/2022-23 dated 22/06/2022

Name of the Bidder Firm:

Service Related Issues:

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

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

Date

Signature with seal

Name:

Designation:



Annexure- 8
Bill of Material

SUB: RFP for Selection of IT Consultant for providing consultancy services for selection of Data Center co-location service provider for hosting Disaster Recovery Center of Canara Bank.

Ref: RFP 02/2022-23 dated 22/06/2022

Notes

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

Table - A

Price Details

[Amount in Rupees]

Sl. No.	Project name	Project Cost (exclusive of taxes)	Tax for Column A		Project Cost (inclusive of taxes)
			Tax %	Tax Amount	
		A	B	C=A*B	D=A+C
1	Consultancy Fee for providing consultancy services for selection of Data Center co-location service provider for hosting Disaster Recovery Center of Canara Bank as per Annexure-2 (Scope of Work) including onsite project manager.				
	Total Cost				

Undertaking

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

Date

Signature with seal

Name:

Designation:



Appendix -A

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

The Proposal should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature 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) Compliance to Scope of Work as per Annexure-2.
- 5) Supporting documents for Technical Evaluation Criteria as per Annexure-3.
- 6) Non-Disclosure Agreement as per Annexure-4.
- 7) Compliance Statement as per Annexure-5.
- 8) Undertaking Letter as per Annexure-6.
- 9) Escalation matrix as per Annexure-7.
- 10) Masked Bill of Material as per Annexure-8.
- 11) Signed Pre Contract Integrity Pact as per Appendix-G on non-judicial Stamp paper of minimum Rs.200/-.
- 12) Tender Fee and EMD or Bid Security Declaration as per Appendix-H, whichever is applicable.

Appendix-B

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

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

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

- 1) Bill of Material as per Annexure-8.



Appendix-C

Format for sending Prebid Queries
(Bidders should submit the queries in excel format only)

SUB: RFP for Selection of IT Consultant for providing consultancy services for selection of Data Center co-location service provider for hosting Disaster Recovery Center of Canara Bank.

Ref: RFP 02/2022-23 dated 22/06/2022

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



Appendix-D
Authorization Letter Format

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

Ref No:

Date:

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

Dear Sir,

SUB: RFP for Selection of IT Consultant for providing consultancy services for selection of Data Center co-location service provider for hosting Disaster Recovery Center of Canara Bank.

Ref: RFP 02/2022-23 dated 22/06/2022

This has reference to your above RFP.

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

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name & Designation of Authorizing Authority

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



Appendix-E
Bank Guarantee Format for Earnest Money Deposit

To:
The Deputy General Manager,
Canara Bank,
DIT Wing, Head Office,
Naveen Complex, 14 M G Road
BENGALURU

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

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

THE CONDITIONS of this obligation are:

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

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

Notwithstanding anything contained herein

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

Dated _____ day of _____ 2022.

(SIGNATURE & SEAL OF THE BANK)

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



Appendix-F

Proforma of Bank Guarantee for Contract Performance

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

To:

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

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

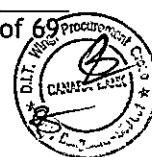
AND WHEREAS in terms of the Conditions as stipulated in the Contract, the CONTRACTOR is required to furnish, a Bank Guarantee by way of Performance Guarantee, issued by a Scheduled Bank in India, in your favour, as per Clause _____ of the CONTRACT, to secure due and satisfactory compliance of the obligations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

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

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

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

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs _____ (Rupees _____) an amount equivalent to 3% of the Contract Price plus GST against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs _____ (Rupees _____) may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.



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

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

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

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

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

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

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

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



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

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

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

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

Notwithstanding anything contained herein

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

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

Dated this _____ day of _____ 2022.

For and on behalf of

_____ BRANCH MANAGER SEAL ADDRESS PLACE

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

Name of the Bank: Canara Bank

Name of the Branch: DIT Wing

IFSC Code: CNRB0000007



Appendix -G

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/Authorised Signatory (herein after 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 select IT Consultant for providing consultancy services for Selection of System Integrator for CBS and Allied Applications 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 in to this pre-contract integrity agreement, herein after 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 in to with a view to:-



- 2.1. Enabling the BUYER to obtain the desired IT Consultancy services 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 in directly 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 dis favour 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.

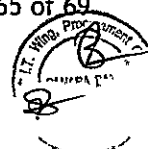
6.3. In the case of successful BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision 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 there for.
 - 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 middle men 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 subsystems/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 here funded 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 BIDDER

Name of the Officer CHIEFEXECUTIVEOFFICER/AUTHORISED SIGNATORY

Designation

Name of Wing

Canara Bank

Witness Witness

1) 1)

2) 2)



Appendix-H

TENDER FEE AND BID SECURITY DECLARATION
(TO BE PROVIDED ON LETTER HEAD)

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

SUB: RFP for Selection of IT Consultant for providing consultancy services for selection of Data Center co-location service provider for hosting Disaster Recovery Center of Canara Bank.

Ref: RFP 02/2022-23 dated 22/06/2022.

Dear Sir

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

Place:

[Signature of Authorised Signatory]

Date:

Name:

Designation:

Seal:



