

Canara Bank Securities Ltd
A Wholly Owned Subsidiary Of Canara Bank



REQUEST FOR PROPOSAL [RFP]

FOR

**“SUPPLY, INSTALLATION, CONFIGURATION, IMPLEMENTATION,
COMMISSIONING, MAINTENANCE & MANAGEMENT OF
INTEGRATED ONLINE TRADING, BACK OFFICE (INSTITUTION AND RETAIL) & END
TO END BROKING SOFTWARE SOLUTION & ALLIED PRODUCTS/MODULES”**

**Issued by: Canara Bank Securities Ltd.,
7th Floor, Maker Chamber III
Nariman Point, Mumbai 400 021
Phone No - 022-43603823,022-4360383
Email Id - cbslit@canmoney.in**

A. BID SCHEDULE & ABBREVIATIONS

1. BID SCHEDULE

Sl. No.	Description	Details
1.	RFP No. and Date	RFP 01/2022-23 dated 05/04/2022
2.	Name of the Company	Canara Bank Securities Ltd
3.	Brief Description of the RFP	Supply, Installation, Configuration, Implementation, Commissioning, Maintenance & Management of Integrated Online Trading, Back Office (Institution and retail) End to End Broking Software Solution & Allied Products/Modules through single vendor.
4.	Company's Address for Communication	The General Manager Canara Bank Securities Ltd. 7th Floor, Maker Chamber III Nariman Point, Mumbai 400 021
5.	Date of Issue of RFP	05/04/2022
6.	Tender Fee (Non-refundable)	Rs. 5,900/- (including 18% GST)
7.	Earnest Money Deposit (Refundable)	Rs. 20,00,000/-
8.	Performance Bank Guarantee/Bid Security	3% of Total Order Value
9.	Purchase Preference Policies	Applicable
10.	Last Date and Time for Submission of Bids	29/04/2022, Friday upto 04.00 PM Venue: Canara Bank Securities Ltd. 7th Floor, Maker Chamber III Nariman Point, Mumbai 400 021
11.	Date, Time & Venue for opening of Part A- Conformity to Eligibility Criteria.	29/04/2022, Friday 04:30 PM Venue: Canara Bank Securities Ltd. 7th Floor, Maker Chamber III Nariman Point, Mumbai 400 021
12.	Date and time for opening of Technical Bid Part-B / Commercial Bid Part-C	Will be intimated at a later date.



13.	Pre-bid Meeting Date & Time	<p>i. Pre-bid meeting will be held on 18/04/2022, Monday at 3.30 PM. Venue: Venue: Canara Bank Securities Ltd. 7th Floor, Maker Chamber III Nariman Point, Mumbai 400 021</p> <p>ii. Pre bid queries should be submitted as per Appendix-D.</p> <p>iii. Pre-bid Queries to E-mail cbslit@canmoney.in reach us on or before 11/04/2022, Monday at 3.00PM. Subject of the email should be given as “Pre Bid Queries for RFP 01/2022-23 dated 05/04/2022”. <u>Queries reaching afterwards will not be entertained.</u></p>
14.	Other Details	<p>i. The bidders must fulfil the Pre-Qualification criteria for being eligible to bid.</p> <p>ii. Subsequent changes made based on the suggestions and clarifications as per pre-bid meeting shall be deemed to be part of the RFP document and shall be uploaded on the Company’s corporate website www.canmoney.in</p> <p>iii. No suggestions or queries shall be entertained after pre-bid meeting.</p>
<p>This document can be downloaded from following website www.canmoney.in and https://eprocure.gov.in/epublish/app. In that event, the bidders should pay the Tender Fee for tender document by means of DD drawn on any Scheduled Commercial Bank for the above mentioned amount in favour of Canara Bank Securities Limited, payable at Mumbai and submit the same as mentioned above.</p> <p>Any amendments, modifications, Pre Bid replies & any communication etc. will be uploaded in the our website only (i.e. www.canmoney.in). No individual communication will be sent to the individual bidders.</p>		

DISCLAIMER

The information contained in this Request for Proposal document (hereinafter referred to as "RFP") provided to the Bidders, by Canara Bank Securities Limited (hereinafter referred to as "CBSL") on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Company or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Company to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Company in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Company, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Company accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

2. Abbreviations:

1.	AMC	Annual Maintenance Contract
2.	ATS	Annual Technical Support
3.	BG	Bank Guarantee
4.	BOM	Bill of Material
5.	DD	Demand Draft
6.	DIT	Department of Information Technology
7.	EMD	Earnest Money Deposit
8.	GST	Goods and Service Tax
9.	HO	Head Office
10.	HTTP	Hyper Text Transfer Protocol
11.	HTTPS	Hyper Text Transfer Protocol Secure
12.	LAN	Local Area Network
13.	LD	Liquidated Damage
14.	MAF	Manufacturer Authorisation Form
15.	MSE	Micro and Small Enterprises
16.	MSME	Micro Small & Medium Enterprises
17.	MTBF	Mean Time Between Failure
18.	MTTR	Mean Time To Restore
19.	NEFT	National Electronic Funds Transfer
20.	NI Act	Negotiable Instruments Act
21.	OEM	Original Equipment Manufacturer
22.	OS	Operating System
23.	PERT	Project Execution and Review Technique
24.	RFP	Request For Proposal [Interalia the term 'Tender' is also used]
25.	RTGS	Real Time Gross Settlement
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B. INTRODUCTION

1. About Canara Bank Securities Ltd.

- 1.1. Canara Bank Securities Ltd. was established in 1996 as a Primary Dealer under the name Gilt Securities Trading corporation Ltd. Initially the company was promoted by Canara Bank, Bank of Baroda and Corporation Bank. Later Bank of Baroda and Corporation Bank exited from the venture by offering their shareholding to Canara Bank making the company a wholly owned subsidiary of Canara Bank. In the year 2007, company hived off the PD business in favor of the parent Bank and ventured into Stock Broking activity. In view of the change in the activity and parentage, the name of the company was changed to Canara Bank Securities Ltd. (CBSL).
- 1.2. Currently the Company is engaged in the business of Stock Broking offering both Institutional and Retail broking services in various capital market segments and currency derivatives, Proprietary Trading in equity and debt instruments & online and offline distribution of Mutual Fund products.

2. Definitions

- 2.1. ‘**Company**’ means unless excluded by and repugnant context or the meaning thereof, shall mean ‘Canara Bank Securities Ltd.’, described in more detail in Clause 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successor and permitted assigns.
- 2.2. ‘**RFP**’ means Request for Proposal for “Supply, Installation, Configuration, Implementation, Commissioning, Maintenance & Management of Integrated Online Trading, Back Office (Institution and retail) End to End Broking Software Solution & Allied Products/Modules by single vendor”.
- 2.3. ‘**Bidder**’ means a vendor submitting the proposal in response to RFP.
- 2.4. ‘**Solution**’ means “Supply, Installation, Configuration, Implementation, Commissioning, Maintenance & Management of Integrated Online Trading, Back Office (Institution and retail) End to End Broking Software Solution & Allied Products/Modules” as per the Technical Specifications mentioned in this RFP.
- 2.5. ‘**Contract**’ means the agreement signed by successful bidder and the Company at the conclusion of bidding process, wherever required.
- 2.6. ‘**Successful Bidder**’/ ‘**L1 bidder**’ means the Bidder who is found to be the lowest bidder after conclusion of the Auction process, subject to compliance to all the Terms and Conditions of the RFP, etc.

3. About RFP

The Company intends to procure Integrated Online Trading, Back Office (Institution and retail) End to End Broking Software Solution & Allied Products/Modules. In this connection, Company invites sealed offers (‘Conformity to Eligibility Criteria’, ‘Technical Proposal’ and ‘Commercial Bid’) for Supply, Installation, Configuration, Implementation, Commissioning, Maintenance & Management of Integrated Online Trading, Back Office (Institution and retail) End to End Broking Software Solution & Allied Products/Modules as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.

4. Objective

- 4.1. Canara Bank Securities Ltd. (herein after referred to as CBSL), a wholly owned subsidiary of Canara Bank (a Public-Sector Undertaking), intends to implement Integrated Online Trading, Back Office (Institution and retail) End to End Broking Software Solution & Allied Products/Modules at Mumbai or any other locations decided by CBSL at any stage of RFP. The Company is inviting the Firms / organizations/institutions etc. (referred in the document as Bidder), to offer proposal for providing end to end solutions for setting up the aforesaid activities.
- 4.2. This Request for Proposal (RFP) will require the vendor to provide all relevant information based on multiple configurations detailed within the RFP. Information and any supplementary information should be in both printed and digital format. Based upon the review and evaluation of proposals offered in response to this RFP, Company may at its sole discretion negotiate and place Purchase Order on successful Bidder.
- 4.3. The successful bidder has to Supply, Install, Configure, Implement and maintain the entire Solution, System Software and Application Licenses for all required components/Modules.
- 4.4. Notwithstanding any other provision herein, Bidder participation in this process is voluntary and at Bidder's sole discretion. CBSL also reserves the right at its sole discretion to select or reject any or all Bidder(s) in this process and will not be responsible for any direct or indirect costs incurred by the Bidders in this process.
- 4.5. The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or other arrangement in respect of the services.
- 4.6. Please note that the features / facilities sought are indicative and not limited to the ones mentioned in this document. Company is open to solutions offering more features / products with newer / better technology to improve vertical and horizontal scalability.
- 4.7. The vendors are required to guarantee a solution support including AMC and other technical support for a minimum of 5 years from the go live date. Support would interalia entail modifications for regulatory reasons, development of new features, new company acquisition, merger and other support to maintain and improve performance, competitiveness.

5. Existing Infrastructure - Existing infra details may be required if its connected with the proposed solution - for migration of data etc. The said details will be shared only with successful bidder on need basis.

6. Requirement Details

- 6.1. Company invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for procurement of Integrated Online Trading, Back Office (Institution and retail) End to End Broking Software Solution & Allied Products/Modules as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document. This tender consists of following requirements:

Item details	Location
Supply, Installation, Configuration, Implementation, Commissioning, Maintenance & Management of Integrated Online	DC-Mumbai &

Trading, Back Office (Institution and retail) End to End Broking Software Solution & Allied Products/Modules as per Annexure-7 (Technical/ Functional Requirements) and Annexure-8 (Scope of Work)	DRC-Mumbai
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- 6.2. The term of contract will be for a period of Six years(6) (if contracted). The renewal will be at the sole discretion of the Company and based on the performance of the bidder during the contract period.
- 6.3. The Contract with the selected vendor will be valid from the date of acceptance of Purchase Order to Six (6) years. The contract will be deemed completed only when all the contracted services by the Company are provided and accepted by the Company as per the requirements of the contract executed between Company and the vendor.
- 6.4. Company reserves the right to increase or decrease the quantum of licenses by 25% in respect to the quantum specified in this tender at the same rate arrived at on the Terms and Conditions of this Tender till maturity.

7. Participation Methodology

- 7.1. In a tender either the authorized Bidder on behalf of the Principal/OEM/OSD or Principal/OEM/OSD itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- 7.2. If a Bidder bids on behalf of the Principal/OEM/OSD, the same Bidder shall not submit a bid on behalf of another Principal/OEM/OSD in the same tender for the same item/product/service.
- 7.3. If any product of Principal/OEM/OSD is being quoted in the tender, the Principal/OEM/OSD cannot bid for any other Principal's/OEM's/OSD's product in the same tender.
- 7.4. In the event of the Bidder being not able to perform the obligations as per the provisions of the contract, the OEM/OSD/principal should assume complete responsibility on behalf of the Bidder for providing end-to-end solution i.e., technology, personnel, financial and any other infrastructure that would be required to meet intent of this RFP at no additional cost to the Company. To this effect Bidder should provide a dealer/distributor certificate as per **Annexure-13**.

8. Eligibility Criteria

- 8.1. A vendor submitting the proposal in response to this RFP shall hereinafter be referred to as 'Bidder' and RFP for "Supply, Installation, Configuration, Implementation, Commissioning, Maintenance & Management of Integrated Online Trading, Back Office (Institution and retail) End to End Broking Software Solution & Allied Products/Modules" shall hereinafter be referred as "Solution".
- 8.2. Interested Bidders, who can Supply, Install, Configure, Implementation, Commission, Maintain & Manage Integrated Online Trading, Back Office (Institution and retail) End to End Broking Software Solution & Allied Products/Modules and meet the Eligibility Criteria as per Annexure-2 may respond. Only single bidder who can offer all the services on his own are eligible to apply. Grouping of vendors with multiple products bundled into one is not permitted.

8.3. Non-compliance to any of Eligibility criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation. The proof provided must be in line with the details mentioned in "Documents to be submitted for Eligibility Criteria Compliance". Any credential detail mentioned in "Eligibility Criteria Compliance" and not accompanied by relevant proof documents will not be considered for evaluation.

9. Scope of Work

9.1. The Broad Scope of work shall include but not be limited as mentioned in **Annexure-8**. Bidder has to conform compliance to the Scope of Work as mentioned in Annexure-8. The bidders are required to go through the complete RFP document thoroughly. The obligation / responsibilities mentioned elsewhere in the document, if any, shall be the integral part of the scope.

9.2. Project Completion and Management

9.2.1. For smooth completion of project, the Bidder should identify one or two of its representatives as project manager/SPOC at Mumbai as a single point of contact for the Company. The project manager will be responsible to conduct meetings with Company & OEM and rollout the implementation successfully. The Project Manager should be sound in the proposed solution and should have required experience. The project manager should not be onsite support resources.

9.2.2. Company in its own discretion to conduct screening process for project manager.

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

10. Technical / Functional Requirements

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

11. Training

11.1. The Bidder should provide training and certification directly from OEM to the identified Company personnel / team on proposed solution for features / service architecture, and functionality during and after implementation. The working of the implemented solution should be demonstrated to the Company after completion of the implementation and the review and feedback should be implemented. Bidder has to arrange training in Company Premises at Mumbai/Bengaluru or can provide online training. Bidder should provide the training material and hands-on during the training.

11.2. OEM Training to the Company's team on configuring, administering, monitoring, supervising, report generation and usage of the proposed solution.

11.3. Training hours should be 10 AM to 05 PM but not limited to.

11.4. The details of the training are to be provided by the Bidder and shall be subject to evaluation by the Company to ensure that all the components of the system are covered in the training by the Bidder.

11.5. The selected bidder shall provide training to the Company / participants.

11.6. The selected bidder shall provide certification from OEM to the Company /participants.

11.7. The selected bidder should also make provision for downloadable lessons/User manuals/procedure documents.

11.8. The selected bidder shall provide OEM Training to Company officials as under:

Sl. No.	Details	No of Days	Batch Size	No. of Batches
1.	Pre implementation	3 days	5	2
2.	Post Implementation	3 days	5	2

C. Deliverables & Service Level Agreements (SLAs)

1. Supply, Installation, Configuration, Implementation, Commissioning, Maintenance & Management of Integrated Online Trading, Back Office (Institution and retail) End to End Broking Software Solution & Allied Products/Modules:

1.1. Delivery Schedule is as follows:

1.1.1. **Supply of Hardware & other Items (including OS):** Within Seventeen (17) weeks from the date of acceptance of Purchase Order or Eighteen (18) weeks from the date of issue of Purchase Order whichever is earlier.

1.1.2. **Supply of Breach & Attack Simulation Solution:** Within Seventeen (17) weeks from the date of acceptance of Purchase Order or Eighteen (18) weeks from the date of issue of Purchase Order whichever is earlier.

1.2. Installation Schedule:

1.2.1. **Installation, Configuration, Integration and Commissioning of Hardware & Other Items (including OS):** The successful bidder should ensure installation, configuration, Integration and commissioning of the delivered Hardware and other items at the Company branch/office within 12 weeks from the date of delivery of all the materials for each ordered locations.

1.2.2. **Installation, Configuration, Integration and Commissioning of Breach & Attack Simulation Solution:** The successful bidder should ensure installation, configuration, Integration and commissioning of the delivered Breach & Attack Simulation Solution at the Company branch/office within 12 weeks from the date of delivery of Breach & Attack Simulation Solution for each ordered locations.

1.3. Project Timelines:

1.3.1. Supply, Installation and Implementation of the Solution should be completed within Thirty weeks from the date of acceptance of the Purchase Order.

1.3.2. T denotes the date of acceptance of Purchase Order by the Bidder. For example: T+20 represents that the solution should be implemented within 20 weeks from the date of acceptance of Purchase Order.

1.3.3. The entire scope is classified in 2 phases with timelines for each phase defined in the table below:

Phases	Phase-I	Phase-II
Timelines	T+33 Week	T+ 36 Weeks

1.3.4. **Phase-1 (UAT and DR Implementation):**

The Bidder has to ensure installation and complete working of the solution within Thirty Three (33) weeks of acceptance of Purchase Order in the DR setup of the Company. The successful bidder has to complete the implementation of all the functionalities defined elsewhere in the RFP.

1.3.5. **Phase-2 (DC implementation and Go Live):**

After successful completion of DR implementation, the selected Bidder should complete the roll out of the entire solution in the DC setup of the Company within 36 weeks of acceptance of the Purchase Order.

1.4. Company reserves the right to change/modify locations for supply of the solution. In the event of any change/modification in the locations where the solution to be delivered, the bidder in such cases shall deliver, install and commission at the modified locations at no extra cost to the Company. However, if the hardware, software and other items are already delivered, and if the modifications in locations are made after delivery, the bidder shall carry out installation and commissioning at the modified locations without any extra cost to the Company. The Warranty/AMC (if contracted) should be applicable to the altered locations also.

1.5. The Installation will be deemed as incomplete if any component of the hardware or software is not delivered or is delivered but not installed and / or not operational or not acceptable to the Company after acceptance testing/ examination. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted and the warranty period will not commence. The installation will be accepted only after complete commissioning of hardware.

1.6. Commissioning of the hardware and software will be deemed as complete only when the same is accepted by the Company in accordance with the Terms & Conditions of this Tender.

1.7. Partial or incomplete or damaged delivery of materials will not be considered as delivered of all the ordered materials. Date of delivery shall be treated as date of last material delivered to the ordered locations if materials are not damaged. In case materials are delivered with damage, Date of delivery shall be treated as date of replacement of damaged material with new one. Delivery payment shall be paid against completion of delivery of all the ordered materials without any damage and proof of delivery duly certified by Company's Officials, along with delivery payment claim letter.

2. **Integration & Interfaces**

- 2.1. The selected bidder has to work with M/s IBM, system integrator of our CBS for agent deployment, policy creation and configuration in CBS application and its underlying Servers.
- 2.2. The selected bidder has to work with different application vendors in order to integrate new solution to the existing workload or new workloads during contract period.
- 2.3. The selected bidder has to work with different teams of Company & application OEMs to understand the policies requirement and configurations of respective applications for the offered solution.
- 2.4. Company in its own discretion to exempt any delay in such engagement with Company existing vendors which effects project timelines.

3. Security

- 3.1. The Bidder has to use standard procedures like hardening, dedicated configuration in order to comply security standards including cyber security.
- 3.2. The Company will not provide any remote session and direct internet connectivity to the equipment in terms of support that may leads to the vulnerability of the system. The access will be available within Company Network only i.e. DC/DRC/Head Office for providing extended support by OEM apart from onsite support if required.
- 3.3. The Company will conduct security audit in the proposed solution after complete implementation. The details of such audit will be provided to selected bidder.
- 3.4. The Bidder has to do necessary changes in the configuration directed by security team of the Company after security audits like VAPT, Code Audit etc. without disturbing the production and existing backed up copies.
- 3.5. The Bidder has to follow the industry best practices in Configuration of Operating System and other Software.
- 3.6. Any kind of change like update, upgrades etc. in the system after complete installation will not lead into any commercial during contract tenure.
- 3.7. Bidder should take adequate security measures to ensure confidentiality, integrity and availability of the information.
- 3.8. Bidders are liable for not meeting the security standards or desired security aspects of all the ICT resources as per Company 's IT/Information Security / Cyber Security Policy.
- 3.9. The selected bidder will have to establish all the necessary procedures/infrastructure/technology /personnel to ensure the Information System Security as per the guidelines prescribed by RBI and the policies of the Company.

4. Acceptance

- 4.1. Company will evaluate the offered Solution implemented by the bidder. If the Solution experiences no failures and functions according to the requirements of the RFP as determined by the Company during the implementation period, then the solution will be accepted by the Company and the project will be considered as deemed signed-off.
- 4.2. After the Solution has been accepted by the Company, the Vendor may submit an invoice for the Solution.
- 4.3. The warranty will cover all supplied components includes software. The Selected bidder need to ensure the following:
 - 4.3.1. The warranty start date of hardware will be considered after successful delivery signoff (Proof of Delivery) issued by Company officials at respective site (i.e. DC, Mumbai and DRC, Mumbai) on completion of certain activities like delivery, unpacking of shipped boxes, mounting, power-on and Bill of material verification by Company officials.
 - 4.3.2. The warranty start date of Operating System License/Subscription, middleware licenses, database licenses etc. should be postdate of warranty start date of hardware.
 - 4.3.3. The warranty start date of the OEM Software for Solution will be applicable after Project acceptance & Signoff.

5. Uptime

- 5.1. The bidder shall guarantee a **24x7x365** availability with monthly uptime of **99.90%** for the solution as specified in **Annexure-7 and Annexure-8**, during the period of the Contract and also during AMC/ATS, if contracted, which shall be calculated on monthly basis.
- 5.2. The "Uptime" is, for calculation purposes, equals to the Total contracted minutes in a month less Downtime. The "Downtime" is the time between the Time of Failure and Time of Restoration within the contracted minutes. "Failure" is the condition that renders the Company unable to perform any of the defined functions on the Solution. "Restoration" is the condition when the selected bidder demonstrates that the solution is in working order and the Company acknowledges the same.
- 5.3. If the Bidder is not able to attend the troubleshooting calls on solution working due to closure of the office/non-availability of access to the solution, the response time/uptime will be taken from the opening of the office for the purpose of uptime calculation. The Bidder shall provide the Monthly uptime reports during the warranty period and ATS period, if contracted.
- 5.4. The Downtime calculated shall not include any failure due to Company, third party and Force Majeure.
- 5.5. The percentage uptime is calculated on monthly basis as follows:

$$\frac{(\text{Total contracted minutes in a month} - \text{Downtime minutes within contracted minutes})}{\text{Total contracted minutes in a month}} \times 100$$

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

6. Penalties/Liquidated Damages

6.1. Penalties/Liquidated damages for delay in Delivery and Installation of Solution would be as under:

6.1.1. Penalties/Liquidated damages for delay in supply: Non-compliance of the Supply of Hardware, Software & Other items (including OS) as per clause 1.1 will result in imposing penalty of 0.50% by the Company on delay in supply per week or part thereof plus GST on the invoice value of Hardware, Software & Other items (including OS) (exclusive of Taxes) as mentioned in serial number 12 of Table-A in Annexure-14 (Bill of Material) location/office address wise.

6.1.2. Penalties/ Liquidated damages for delay in implementation: Non-compliance of the Installation, Implementation, Commissioning of Hardware, Software & Other items (including OS) as per clause 1.2 will result in imposing penalty of 0.50% by the Company on delay in supply per week or part thereof plus GST on the invoice value of Hardware, Software & Other items (including OS) (exclusive of Taxes) as mentioned in serial number 7 of Table-A in Annexure-14 (Bill of Material) location/office address wise.

6.1.3. However, the total Penalty/LD to be recovered under above clauses 6.1.1 & 6.1.2 shall be restricted to 5% (Plus GST) of the total value of the order (exclusive of Taxes).

6.2. Penalties/Liquidated damages for not maintaining uptime:

6.2.1. If the bidder fails to maintain the guaranteed Uptime during Warranty and ATS period (if contracted), the penalty for Uptime will be deducted as under:

Level of availability calculated on monthly basis	Penalty Amount
99.90% to 100%	No penalty
99.00% to 99.89%	0.10% (plus GST) on invoice value* (exclusive of GST) for every hour or part thereof.
98.00% to 98.99%	0.20% (plus GST) on invoice value* (exclusive of GST) for every hour or part thereof.
97.00% to 97.99%	0.30% (plus GST) on invoice value* (exclusive of GST) for every hour or part thereof.
96.00% to 96.99%	0.40% (plus GST) on invoice value* (exclusive of GST) for every hour or part thereof.
95.00% to 95.99%	0.50% (plus GST) on invoice value* (exclusive of GST) for every hour or part thereof.
Less than 95.00%	1.00% (plus GST) on invoice value* (exclusive of GST) for every hour or part thereof.

*Invoice value of hardware, software and solution excluding AMC/ATS as per Table-A of Bill of Material.

- 6.2.2. The maximum penalty levied shall not be more than the 5% of invoice value* (plus GST) during warranty period and 30% of AMC/ATS amount payable for one year (plus GST) during AMC/ATS period.
- 6.2.3. If monthly uptime is less than 95%, the Company shall levy penalty as above and shall have full right to terminate the contract under this RFP or AMC/ATS and invoke PBG, if contracted. The right of termination shall be in addition to the penalty. The above penalty shall be deducted from any payments due to the bidder (including AMC/ATS payments).
- 6.2.4. If monthly uptime is less than 95% in three consecutive months, Company may at its sole discretion will impose penalty and invoking the Bank guarantee.
- 6.3. **Penalties/liquidated damages for onsite resources:** In case the resources goes on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the Bidder to ensure that regular functioning of the branch/office does not hamper. In case replacements are not arranged, Company shall pay only the proportionate amount of Resident resource charges during the particular quarter. The Company shall also impose a penalty of 0.5% (Plus GST) of the Resident resource charges (Excl. of GST) payable to the Bidder for that quarter for each week and part thereof of absence. However, total penalty under this clause will be limited to 20% (Plus GST) of the total charges (Exclusive of GST) payable for Resident Resource charges for that quarter.
- 6.4. **Penalties/Liquidated Damages for non-performance:** If the specifications of the RFP are not met by the bidder during various tests, the bidder shall rectify the same at bidders cost to comply with the specifications immediately to ensure the committed uptime, failing which the Company reserves its right to invoke the Bank Guarantee.
- 6.5. The Bidder shall perform its obligations under the agreement entered into with the Company, in a professional manner.
- 6.6. If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Company has to take corrective actions, to ensure functionality of its property, the Company reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- 6.7. If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Company reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.
- 6.8. Any financial loss to the Company on account of fraud taking place due to Successful Bidder, its employee or their services provider's negligence shall be recoverable from the Successful Bidder along with damages if any with regard to the Company's reputation and goodwill.
- 6.9. Company 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 Bidder.
- 6.10. The liquidated damages/penalties shall be deducted / recovered by the Company from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Purchase Orders issued

under this contract, levying liquidated damages without prejudice to the Company's right to levy any other penalty where provided for under the contract.

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

6.12. LD is not applicable for the reasons attributable to the Company and Force Majeure.

7. Payment Terms

The following terms of payment shall be applicable to this contract and will be released after execution of Contract Agreement:

7.1. Payment schedule for Required Hardware for Integrated Online Trading, Back Office (Institution and retail) End to End Broking Software Solution & Allied Products/Modules with required OS, Database License and other Licenses will be as under:

Sl. No.	Payment Stage	% of Payment
	Pre implementation	
	Post implementation	
1.	Delivery of Required Hardware for Integrated Online Trading, Back Office (Institution and retail) End to End Broking Software Solution & Allied Products/Modules with required OS, Database License and other Licenses as per clause 1.2.1	30% of the Invoice Value of these Hardware along with required OS, Database License and other Licenses
2.	Installation, Configuration, Integration and Commissioning of Hardware Appliance/Items (including OS Database License and other Licenses) as per clause 1.3.1	30% of the Invoice Value of these Hardware along with required OS, Database License and other Licenses
3.	After Completion of Warranty Period (i.e. three year). Warranty period will start from the date of acceptance of solution by the Company.	20% of the Invoice Value of these Hardware along with required OS, Database License and other Licenses Or On submission of BG equivalent to warranty payment.
4.	AMC for Required Hardware for Integrated Online Trading, Back Office (Institution and retail) End to End Broking Software Solution & Allied Products/Modules with required OS, Database License and other Licenses	Quarterly in Arrears.

7.2. Payment schedule for Implementation will be as under:

Sl. No.	Payment Stage	% of Payment
a.	One time Development, Implementation and Customization Charges	20% of the Implementation charges will be paid on the Completion of each year of implementation and acceptance by the Company.

- 7.3. 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 Company officials of the respective Branch/office and Manufacturer's / Supplier's Warranty Certificate should be submitted while claiming payment in respect of orders placed.
- 7.4. The vendor has to submit installation report/Sign off report duly signed by the Company officials of the respective Branch/offices in originals while claiming payment. The invoice and installation report should contain the product serial number of the items supplied.
- 7.5. Company will not pay any amount in advance.
- 7.6. The payments will be released through NEFT / RTGS after deducting the applicable LD/Penalty, TDS if any, centrally by Canara Bank Securities, Head Office at Mumbai and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.

8. Onsite Resources & Support

- 8.1. The bidder has to provide following onsite resources and should be having OEM Certification for the proposed solution with minimum 3 years of Implementation & Hands-on experience for L2 and minimum 1 years of implementation & Support:
- 8.1.1. L1 Support - 02 Resources for handling Production, monitoring, incident Reporting, Day to day BAU, BCP, Backup, uptime, update & upgrade, patch management, server management, database management, service request management with OEM and technical Support for complete project tenure for proposed solution including hardware.
- 8.1.2. L2 Support - 01 Resource as a Lead and Technical architect for handling required changes in design, workflow creation & reconfiguration, integration & configuration of workflows, Business KPI & Performance Metrics as per Bank requirement for complete project tenure.
- 8.1.3. The onsite resource will also be responsible for the complete end of end project management, installation, implementation, patch management, upgradation, changes etc. till project tenure.
- 8.2. The L2 support resource timings will be minimum 10.00 AM to 7.00 PM on all daily bases and for L1 Support resource timings will be covering two shifts i.e. 08 AM to 04 PM and 02 AM to 10 PM on daily basis.
- 8.3. The L0 support resources will be provided by Bank for monitoring the alert and incident reporting, however bidder need to provide training for covering monitoring

and troubleshooting of proposed solution. The resource count will be inform to selected bidder.

- 8.4. The onsite support will be commenced after successful project sign-off/acceptance. However, Bidder need to onboard L1 and L2 resources based on the project schedule to that complete hand over should take place in advance by implementation team.
- 8.5. The Bidder has to submit following KYC documents for onsite engineer:
 - 8.5.1. Resume latest (Candidate Photograph should be part of Resume only) and Print should be in color only.
 - 8.5.2. Address Proof (Local and Permanent)- Duly attested photocopy by candidate and Bidder HR
 - 8.5.3. Aadhar Card - Duly attested photocopy by candidate and Bidder HR
 - 8.5.4. Relieving Certificate of Previous employer - Duly attested photocopy by candidate and Bidder HR
 - 8.5.5. Passport - Duly attested photocopy by candidate and Bidder HR
 - 8.5.6. Background Police Verification report - Duly attested photocopy by candidate and Bidder HR
- 8.6. The resources without having above documents will not be consider for screening.
- 8.7. Company will be conducting the screening/technical interviews for onsite resources before onboarding, the bidder is required to submit KYC documents before one week prior of screening. The bidder is required to onboard the onsite resources after successful screening.
- 8.8. Bidder will be responsible for attending complaints during all hours 24x7x365 basis of contract period.
- 8.9. Support should include advising & helping the Company in implementing controls for the risk advised by regulators/Govt. of India.
- 8.10. Support has to cover to solve day-to-day issue while using the proposed solution in our environment like resolving the issues related to incident, security threat, signature updates, daily updates, product related issues and any other issues to the Company as per SOW/SLA at no extra cost.
- 8.11. Bidder is responsible for providing practical solution for resolution of the issues and implementation of the same to resolve the issue. If the Issue requires OEMs technical person's/ product developer etc. intervention, Bidder has to take up suitability with the appropriate level at OEM and obtain the solution and implement it for resolution of the issue. If the analysis of the issue requires LOG submission, Bidder will submit the same for further analysis in consultation with the Company.
- 8.12. Two onsite resources should be available for till project tenure during Company's working hours on 365/366 days. Onsite Support Engineer should be OEM Certified for the proposed solution. Bidder has to quote onsite resource charges in the bill of material.

- 8.13. The Bidder should help Company in resolving any security observations as per the IS policy of the Company.
- 8.14. Onsite Resource charges will be paid quarterly in arrears. In case the resources go on planned leave then replacements having equivalent or more experience and qualification has to be arrange by the Bidder to ensure that regular functioning of the solution is not hampered. The planned leaves to be informed to Company team well in advance at least 10 working days before so that Company can complete the screening process for new resources arrange by bidder.
- 8.15. However, penalty shall be applicable as per uptime clause.
- 8.16. **Response Time and Meantime to Restore [MTTR]**
 - 8.16.1. Response Time shall be 2 hours and MTTR shall be 4 hours.
 - 8.16.2. Time specified above is from lodging of complaint.

9. Escrow arrangement during Contract period

- 9.1. The Bidder shall inform the Company about the software if any developed by the Bidder/anyone supplying through the bidder, and customized to the requirements of the Company.
- 9.2. The Bidder will place the Source Code (and the procedures necessary to build the source into executable form) along-with flow diagrams and technical write up for the Software, within Thirty (30) days of implementation in escrow with a reputable agency acceptable to both the parties. The modalities of the versions to be kept etc., can be finalized at the time of lodging the software for escrow.
- 9.3. The escrow will be released to the Company in the event of the Contract being terminated for either default or Insolvency of the Bidder or should be Bidder cease, or give notice of intention to cease to provide maintenance or technical support services for the software as required by the contract. The release will be effected by the agent within 15 days of receipt of written demand from the purchase therefore.
- 9.4. The cost of verification of the software payable to Escrow Agent and annual subscription fee shall be payable by the owner of the software meaning that Company shall not be liable to pay any amount to Escrow Agent taking from verification to its annual subscription to updation fee.
- 9.5. The application software should mitigate Application Security Risks; at a minimum, those discussed in OWASP top 10 (Open Web Application Security Project).
- 9.6. The Bidder shall provide complete and legal documentation of all subsystems, licensed operating systems, licensed system software, and licensed utility software and other licensed software. The Bidder shall also provide licensed software for all software products whether developed by it or acquired from others. The Bidder shall also indemnify the Company against any levies / penalties on account of any default in this regard.
- 9.7. The Bidder should provide Application Security Certificate along with report of the proposed solution to Company, However, Company in its discretion to conduct Code audit to check the vulnerability associated with proposed software/solution, if in case

observations are found then bidder has to take up with OEM immediately to attend the same for closure before project acceptance/signoff.

10. Software, Drivers and Manuals

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

11. Warranty

- 11.1. The Bidder warrants that the Hardware/Software/Solution will be free of defects in workmanship and materials for a period of time consistent with industry standards and the nature of the Software ("Warranty Period").
- 11.2. The Bidder has to provide comprehensive On-site replacement warranty for three (3) years for Proposed Solution (including all Hardware items, software items, operating system and licenses) and subsequent ATS/AMC of two years till project tenure of Five Years.
- 11.3. The warranty will cover all supplied components includes software. The Selected bidder need to ensure the following:
 - 11.3.1. The warranty start date of hardware will be considered after successful delivery signoff (Proof of Delivery) issued by Company officials at respective site (i.e. DC, Mumbai and DRC, Mumbai) on completion of certain activities like delivery, unpacking of shipped boxes, mounting, power-on and Bill of material verification by Company officials.
 - 11.3.2. The warranty start date of Operating System License/Subscription, middleware licenses, database licenses etc. should be postdate of warranty start date of hardware.
 - 11.3.3. The warranty start date of the OEM Software for Solution will be applicable after Project acceptance & Signoff.
- 11.4. The software/hardware deployed for this project shall be under Comprehensive Onsite Warranty covering update of software, maintenance or support for its proper operation, performance and output as specified in the tender technical specifications for a period of three (3) years.
- 11.5. The Bidder has to ensure the proposed solution must have a road map of next five (05) years.
- 11.6. If the Software/Solution does not perform in accordance with the Contract during the Warranty Period, then the Bidder shall take such steps as necessary to repair or replace the Hardware/Software/Solution. Such warranty service shall be provided at the Vendor's expense and shall include all media, parts, labor, freight and insurance to and from the Department's site.
- 11.7. Warranty service may be provided by a third party, provided such third party is authorized to perform warranty service by the Bidder or, if the Bidder is not the Manufacturer, by the Manufacturer prior to the RFP closing date and time.
- 11.8. If any defect in the Hardware/Software/Solution is not rectified by the Bidder before the end of the Warranty Period, the Warranty Period shall be extended until, in the

opinion of the Company: a) the defect has been corrected; and b) the Software/Solution functions in accordance with the Contract for a reasonable period of time.

11.9. Despite any other provision, the Company, may return a defective Hardware/ Software/Solution to the Bidder within Sixty (60) days of delivery of the Software/Solution and the Bidder shall immediately provide full exchange or refund. For the purpose of this section, "defective Solution" includes, but is not limited to: a) broken seals; b) missing items; and c) Software that are not the most current version at the time of shipping.

11.10. The Bidder shall provide, after the warranty commences for all Software/Solution components, telephone support to the Company during Business Days for assistance with the operation of the Software/Solution.

11.11. The bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship. Bidder must warrant all components, accessories, spare parts etc. against any manufacturing defects during the warranty period.

12. Annual Maintenance Contract (AMC) / Annual Technical Support (ATS) (if contracted) after Three Years of Warranty Period

12.1. At the time of submission of bids, the Bidder has to quote AMC/ATS for Hardware (including OS), software, License Items for Two (2) years after completion of Three (3) years warranty period, in the commercial Bid separately for comprehensive maintenance contract.

12.2. The Company, at its discretion may enter into Annual Maintenance Contract (AMC)/ Annual Technical Support (ATS) of hardware, software, License supplied with the bidder after completion of respective warranty periods.

12.3. Support for maintenance of solution (including Hardware, Software, OS and software license) supplied should be available for a minimum period of Two (2) years, covering all parts, maintenance and support, after expiry of warranty period.

12.4. The AMC/ATS charges for Solution (including hardware, software OS and license) will be applicable after the end of warranty period i.e. three years. Such payment shall be released quarterly in arrears for hardware after satisfactory completion of service during the period and submission of reports and invoices and yearly in advance for Software Licenses/Subscription (OS & Middleware) & OEM Software for the Solution after Company team confirmation only & submission of Proof of entitlement with support start date and end date validity and invoices. Therefore, bidder need to take confirmation from Company team before renewing the support for 4th and 5th years.

12.5. During the Warranty and AMC/ATS (if contracted) period, the Bidder should extend On Site Service and Support whenever and wherever required. The scope of Warranty and AMC (if contracted) shall include:

12.5.1. Rectification of Bugs/defects if any.

12.5.2. Ensuring uptime of 99.90%

12.5.3. Preventive Maintenance.

12.5.4. Maintenance of Hardware/Software/License supplied.

12.6. It may be noted that the Company reserves the right to demand additional performance Bank Guarantee (as per Appendix-G) to the tune of 10% of the value of the Purchase Order, if AMC/ATS charges quoted by the bidder are abnormally low (i.e. AMC/ATS Cost percentage per annum should not be less than 5% of the cost of Hardware, software and License). The Company has discretion to consider such offer or for seeking clarification from the bidder to decide for consideration. This Bank Guarantee will be towards contractual/AMC/ATS obligations of the bidder. Bidder shall quote the charges of AMC/ATS as per the Bill of Material (**Annexure-14**). This Bank guarantee shall be submitted within 15 days from the date of acceptance of the order which shall cover warranty and AMC/ATS period with a claim period of 3 months. The bidder has to submit this Bank guarantee in addition to the Security Deposit/Bank Guarantee as specified in clause 8 of Section-F. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and warranty period.

13. Scope Involved During Warranty and ATS Period (if Contracted)

- 13.1. During the contract period the bidder should inform Company about all release/version change of patches/ upgrades/ updates of hardware/software/ OS/ middleware etc. as and when released by the selected bidder/OSD.
- 13.2. During the contract period the bidder should apply and upgrade all release/version change of patches/ upgrades/ updates of hardware/software/ OS/ middleware etc. as and when released by the selected bidder/OSD
- 13.3. If any software, License and Hardware updates provided by the OSD as free of cost, it should be provided and installed & configured by the selected bidder free of cost to the Company during Warranty and AMC support [If contracted].
- 13.4. Any corruption in the software/License/Hardware shall be rectified during the full period of the contract including Warranty and AMC/ATS, if contracted, at no extra cost to the Company.
- 13.5. The vendor shall make availability of spare parts/services, components etc. as and when required, and complete maintenance of the software and hardware during warranty period and AMC/ATS (if contracted).
- 13.6. The support shall be given in person only.
- 13.7. Only licensed copies of software shall be supplied. The bidder shall grant an irrevocable perpetual license to the Company to use the software. Further, all software supplied shall be of latest version.
- 13.8. The bidder shall provide centralized complaint booking/lodging facility to the Company and the dash board, if available, shall be provided to the Company. The method of booking complaints shall be E-mail, Toll-free no, on line portal, web, etc.
- 13.9. Escalation matrix should be provided for support, technical, project etc.

14. Mean Time Between Failures (MTBF)

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

15. Defect liability:

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

16. Access to Audit:

- 16.1. Periodically audit may be conducted either by Company 's internal auditors or by Company 's external auditors or by regulatory authorities in respect of

security/network access and authorization controls and procedures, backup and recovery and other Deliverables/Services provided by Bidder. The Company shall have the right to conduct Cyber security audit in the proposed solution on completion of the implementation. In order to conduct the Audit it may be necessary for the Auditors to access the servers and also to interact with their personnel. Bidder at request of the Company shall provide access to the Company's Auditors in this regard to the facilities/ installations/technical resources related to the project.

- 16.2. Whenever any Government or Regulatory Authority, including RBI or Securities & Exchange Board of India requests for information from the Company 's for any compliance, regulatory or legal purpose relating to the proposal, then upon the Company 's request, Bidder shall assist the Company in responding to such a request, by providing the required information to the Company, or such a government authority.

D. BID PROCESS

1. Clarification to RFP and Pre-Bid Queries

- 1.1. The bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases should seek clarification in writing in the same serial order as that of the RFP by mentioning the relevant page number and clause number of the RFP as per format provided under **Appendix-D**.
- 1.2. All communications regarding points requiring clarifications and any doubts shall be given in writing to the General Manager, Canara Bank Securities Ltd., 7th Floor, Maker Chamber III, Nariman Point, Mumbai 400 021 or an email can be sent to cb slit@canmoney.in 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. The Company will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Company's website (www.canmoney.in) and no individual correspondence shall be made. The clarification of the Company 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.
- 1.5. 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, Company will allow maximum of **Two (2)** representatives from each Bidder to participate in the pre-bid meeting.
- 2.3. Company has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 2.4. Company 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 Company will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Company's website (www.canmoney.in) and no individual correspondence shall be made. The clarification of the Company in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.
- 2.6. Non reply to any of the queries raised by the vendors during pre-bid Meeting shall not be considered as acceptance of the query/issue by the Company.

3. Amendment to Bidding Document

- 3.1. At any time prior to deadline for submission of Bids, the Company, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by amendment.
- 3.2. Notification of amendments will be made available on the Company's website only (i.e. www.canmoney.in) and will be binding on all bidders and no separate communication will be issued in this regard.
- 3.3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Company, at its discretion, may extend the deadline for a reasonable period as decided by the Company for submission of Bids.

4. Bid System Offer

This is two bid system which has following 3 (Three) parts:

- 4.1. **Part A-Conformity to Eligibility Criteria:** Indicating their compliance to Eligibility Criteria. The format for submission of Conformity to Eligibility Criteria is as per Appendix-A.
- 4.2. **Part B-Technical Proposal:** Indicating the response to the Technical/Functional specification/requirements of the subject RFP. The format for submission of Technical Proposal is as per Appendix-B.
- 4.3. **Part C-Commercial Bid:** Furnishing all relevant information as required as per Bill of Material as per Annexure-14. The format for submission of Commercial Bid is as per Appendix-C.

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 three parts as stated above, should be placed in three separate envelopes superscribed with 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid' respectively and properly closed and sealed. Thereafter, all the three envelop shall be placed inside another envelope and properly closed and sealed. The final envelope should be superscribed as "**Offer for RFP No. ___/___ dated _____ for**"

(includes separately sealed 'Conformity to Eligibility Criteria', '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 General Manager, Canara Bank Securities Ltd., 7th Floor, Maker Chamber III, Nariman Point, Mumbai 400 021.
 - 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- Conformity to Eligibility Criteria:**

- 5.2.1. Before submitting the bid, the bidders should ensure that they confirm to the eligibility criteria as stated in **Annexure-2** of RFP. Only after satisfying themselves of the eligibility, the Offer should be submitted.
- 5.2.2. The Conformity to Eligibility Criteria as per **Annexure-2** among others must contain Demand Draft towards the Tender Fee as per the **Clause 6**, signed Pre Contract Integrity Pact as per **Appendix-I** and EMD/ Bank Guarantee in lieu of EMD as per **Appendix-F** of this document. The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for, as per **Appendix-A**.
- 5.2.3. The Placement of Tender Fee, EMD and Integrity Pact in other than **Part A-Conformity to Eligibility Criteria** will make the bid liable for rejection.
- 5.2.4. 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-Conformity to Eligibility Criteria for RFP No. ____/____ dated _____ for _____**".

5.3. **Part B-Technical Proposal:**

- 5.3.1. Technical Proposal should be submitted as per the format in **Appendix-B**. Relevant technical details and documentation should be provided along with Technical Proposal.
- 5.3.2. The offer may not be evaluated and may be rejected by the Company 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.
- 5.3.3. If any part of the technical specification offered by the bidder is different from the specifications sought in our RFP, the bidder has to substantiate the same in detail the reason for their quoting a different specification than what is sought for, like higher version or non-availability of the specifications quoted by us, invariably to process the technical offer.
- 5.3.4. The Company shall not allow / permit changes in the technical specifications once it is submitted.
- 5.3.5. The relevant product information, brand, and model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the Offer. Failure to submit this information along with the offer may result in disqualification.
- 5.3.6. The Technical Proposal should be complete in all respects and contain all information sought for, as per **Appendix-B**. **Masked Bill of Material must be attached in Technical Offer and should not contain any price information.** The Part B-Technical Proposal should be complete and should cover all products and services. Technical Proposal without masked Bill of Materials will be liable for rejection.
- 5.3.7. Masked Bill of Material which is not as per below instruction will make Bid liable for rejection:



- 5.3.8. Should be replica of Bill of Material except that it should not contain any price information (with Prices masked).
- 5.3.9. It should not provide any price information like, unit price, tax percentage, tax amount, AMC/ATS charges, Implementation Charges etc.
- 5.3.10. 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-Technical Proposal for RFP No. ____/_____ dated _____ for _____”.

5.4. Part C-Commercial Bid:

- 5.4.1. Commercial Bid should be submitted as per the instruction in **Appendix-C**.
- 5.4.2. 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-14**. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.
- 5.4.3. Under no circumstances the Bill of Material should be kept in Part-A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) Covers. **The placement of Bill of Material in Part A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) covers will make bid liable for rejection.**
- 5.4.4. 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.
- 5.4.5. 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.
- 5.4.6. 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.
- 5.4.7. The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Company.
- 5.4.8. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as “PART C-Commercial Bid for RFP No. ____/_____ dated _____ for _____”.

6. Tender Fee

- 6.1. This document can be downloaded from Company’s website www.canmoney.in. In that event, 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 Securities Limited, payable at Mumbai and submit the same along with **Part A-Conformity to Eligibility Criteria**.
- 6.2. Submission of the Tender Fee in other than “Part-A-Conformity to the Eligibility Criteria” is liable to be rejected on grounds of non-payment of the Application Money.

- 6.3. The Bidder shall bear all costs associated with the preparation and submission of the Bid and Company will not be responsible for the costs, regardless of the conduct or outcome of the bidding process. The Company 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 Company 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 Securities Limited, payable at Mumbai and should be kept along with the **Part-A-Conformity to Eligibility Criteria**.
- 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. Company 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-F**.

The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Canara Bank Securities Limited 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-F**. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be rejected summarily

- 7.3. Submission of EMD in other than Part A-Conformity to Eligibility Criteria Envelope is liable to be rejected on grounds of non-submission of EMD.
- 7.4. The EMD of the Bidders not qualified under Part A- Conformity to Eligibility Criteria will be returned within 15 days after opening the Technical Proposals of the bidders qualified under Part A- Conformity to Eligibility Criteria. The EMD of the Bidders not qualified under Part B- Technical Proposal will be returned within 15 days after opening the Commercial Bid of the Technically Qualified Bidders. The EMD of Technically Qualified bidders will be returned upon the selected bidder accepting the order and furnishing the Performance Bank Guarantee.
- 7.5. The EMD may be forfeited/ Bank Guarantee may be invoked:
- 7.6. If the bidder withdraws or amends the bid during the period of bid validity specified in this document.
- 7.7. 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. Make and Models

- 8.1. It is **mandatory** to provide Technology, make & model of all the items and their subcomponents as has been sought in the technical specification. The Offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of make, model of the items offered. Please note that substituting required information by just brand name is not enough. Bidder should not quote Technology, hardware which is already End of Sale. Bidder also should not quote hardware which are impending End of Sale.

9. Software Version

The bidder should ensure usage of latest licensed software with proper update/patches and their subcomponents as has been sought in the technical/functional requirements. The Offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of Software Version of the items offered. Please note that substituting required information by just software name is not enough. Bidder should not quote Software which is already End of Sale. Bidder also should not quote Software which are impending End of Sale.

10. 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 Company. The Company is at liberty to reproduce all the documents and printed materials furnished by the Bidder in relation to the RFP for its own use.

11. Costs & Currency

The Offer must be made in Indian Rupees only as per Bill of Material (**Annexure-14**).

12. 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 Company may treat such Offers as not adhering to the tender guidelines and as unacceptable.

13. Assumptions/Presumptions/Modifications

The Company 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 Company 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.

14. Submission of Bids

14.1. 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.

14.2. 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.

14.3. 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.

- 14.4. Bids sent through post/courier will not be accepted/evaluated. Bids should be deposited in the Tender Box.
- 14.5. If the envelopes, including the outer envelope is not sealed and marked in the prescribed manner, the Company will assume no responsibility for the bid's misplacement or premature opening.
- 14.6. The following officials will facilitate in bid related queries and make arrangements for deposit of bid documents.

First Official	Alternate Official
Manager Canara Bank Securities Ltd 7 th Floor, Maker Chamber III Nariman Point Mumbai Tel - 022-43603832	General Manager Canara Bank Securities Ltd 7 th Floor, Maker Chamber III Nariman Point Mumbai Tel - 022-43603823

- 14.7. 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 14.2**.

15. Bid Opening

- 15.1. The Part A- **Conformity to Eligibility Criteria** 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.
- 15.2. 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-E**) enclosed.

Note: Authorisation letter should be carried in person.

- 15.3. 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.
- 15.4. The Bidders may note that no further notice will be given in this regard. Further, in case the Company 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.
- 15.5. The following details will be announced at the time of bid opening.
- 15.5.1. Name of the Bidders.
- 15.5.2. Presence or absence of cost of the Bidding document and Bid security.
- 15.5.3. Such other details as the Company at its discretion may consider appropriate.
- 15.6. 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 Company at its discretion will proceed further with opening of the Part A - Conformity to Eligibility Criteria in their absence.

- 15.7.** The **Part A-Conformity to Eligibility Criteria** submitted by the bidder will be evaluated based on the documents submitted as per Appendix-A and Eligibility Criteria stipulated in RFP document. The Part B-Technical Proposal of only those bidders who qualified in **Part A- Conformity to Eligibility Criteria** will be opened with due communication by the Company.
- 15.8.** The Commercial Bid of only those bidders who are qualified in **Part-B Technical Proposal** will be opened for Commercial Bid evaluation/ Auction process.



E. SELECTION OF BIDDER

1. Preliminary Scrutiny

- 1.1. The Company 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 Company will determine the substantial responsiveness of each Bid to the bidding document. Substantial responsiveness means that the bid conforms to all terms and conditions, scope of work and technical specifications and bidding document is submitted without any deviations.

2. Clarification of Offers

- 2.1. During the process of scrutiny, evaluation and comparison of offers, the Company 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 Company 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 Company.
- 2.2. The Company may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. Company's decision with regard to 'minor non-conformity' is final and the waiver shall be binding on all the bidders and the Company reserves the right for such waivers.

3. Evaluation of Bids

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

3.2. Part A-Conformity to Eligibility Criteria:

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

3.3. Part B-Technical Proposal:

- 3.3.1. The Part B-Technical Proposal of only those bidders who qualified in Part A-Conformity to Eligibility Criteria, will be opened with due communication by the Company. The Part B-Technical Proposal submitted by the bidder will be evaluated based on documents submitted as per **Appendix-B**. The proof of documents should be submitted as per **Appendix-B** and it will be evaluated by the Company and Company will seek clarification, if required.
- 3.3.2. The Technical Evaluation will be for Technical and Functional requirement as per **Annexure-7** and compliance to Scope of Work as per **Annexure-8**.
- 3.3.3. The Techno-Commercial evaluation process will consist of two stages:
 - 3.3.3.1. Technical Evaluation
 - 3.3.3.2. Commercial Evaluation

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:

- 3.3.4. The technical evaluation shall be performed first to identify the list of Bidder as per the technical evaluation criteria defined in the RFP. Each bidder shall be assigned a Technical Score (T).
- 3.3.5. The bidders should submit the commercial bill of materials covering cost for each Services (for each line item) and total cost for the Company as per **Annexure-13**.
- 3.3.6. Commercial Bid evaluation will be done based on weightage of 30%.
- 3.3.7. After completion of Commercial Bid evaluation. The Commercial Bid will comprise of the Total Cost for Company (TC_B) and break-up of their final price as per **Annexure-13**.
- 3.3.8. The final selection of the bidder will be based on the Technical Score (T) and the Total Cost to the Company (TC_B). (T1L1 Basis)
- 3.3.9. Sample evaluation process is shown below:

Technical Scores:

Bidder1 (B1)	Bidder2 (B2)	Bidder 3 (B3)
Technical Score = T1	Technical Score = T2	Technical Score = T3
Max Technical Score = 100	Max Technical Score = 100	Max Technical Score = 100
Weighted Score (WT1) = 70%*T1	Weighted Score (WT2) = 70%*T2	Weighted Score (WT3) = 70%*T3

Commercial Scores:

Bidder 1 Total Cost for Company = $B1TC_B$

Bidder 2 Total Cost for Company = $B2TC_B$

Bidder 3 Total Cost for Company = $B3TC_B$

Commercial Score Calculation:

$$C1B = L1/B1TC_B * 30$$

$$C2B = L1/B2TC_B * 30$$

$$C3B = L1/B3TC_B * 30$$

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

Final Scores:

Bidder 1 Score = $WT1+C1B$

Bidder 2 Score = $WT2+C2B$

Bidder 3 Score = $WT3+C3B$

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

3.3.10. Technical Evaluation of Bidders

3.3.10.1. Bidders will be evaluated technically on the basis of marks obtained in Technical Scoring Chart as mentioned in **Annexure-7 (A)**.

3.4. Part C-:

The Part C- Commercial Proposals of only those bidders who qualified in **Part B- Technical Proposal** will be opened with due communication by the Company. The Part C- submitted by the bidder will be evaluated based on the documents submitted as per Appendix-C..

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

- 4.1. The Company reserves the right to call for a presentation on the features and functionalities from those Bidders who have qualified in Part A-Conformity to Eligibility Criteria. Each Qualifying bidder is required to complete the POC within 15 Working Days from the date of Part A Declaration. Hence, Bidder is required to arrange the required hardware/software in prior and need to submit the pre-requisites document in order to complete the POC within 15 Working Days from the date of Part A Declaration.
- 4.2. As a Part of Technical Evaluation based on the technical bids submitted by the Bidders, Company at its discretion may call the Bidders for conducting POC (Proof of Concept) of the Solution proposed by them. This exercise will be undertaken before opening of the Commercial Bids of the Bidders whose Part B-Technical proposals has been opened.
- 4.3. The Company at its discretion call for providing Proof of Concept (PoC) of proposed solution at the location which is identified by the Company.
- 4.4. Results of the Proof of Concept (PoC) will be shared with all the members of evaluation committee for considering the same during evaluation process.
- 4.5. The evaluation includes the capabilities, quality, usability, integration and feature set of the solution.
- 4.6. Bidders are further required to be in preparedness to demonstrate the proposed solution by arranging for product walk-through for installations/principals/ R&D labs of OEM duly meeting the specific requirements/issues raised by the Company.
- 4.7. Setting of evaluation criteria for product demonstrations shall be entirely at the discretion of the Company. The decision of Company in this regard shall be final and in this regard, no correspondence shall be entertained.
- 4.8. All expenses incurred in connection with the above shall be borne by the bidder. However, Company will bear the travelling, boarding and lodging expenses related to its own personnel and its Consultants, if any.

5. Normalization of Bids

- 5.1. The Company 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 Company feels that, any of the Bids needs to be normalized and that such normalization has a bearing on the price bids; the Company 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 Company in the following manner;
 - 5.1.1. Incremental bid submission in part of the requested clarification by the Company
 - OR
 - 5.1.2. Revised submissions of the entire bid in the whole

- 5.2. The Company can repeat this normalization process at every stage of bid submission till Company 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 Company during this process.
- 5.3. The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

6. Intimation to Qualified/Successful Bidders

The Company will prepare a list of qualified bidders at each stage on the basis of evaluation of Part A-Conformity to Eligibility Criteria, Part - B Technical Proposal and Part C-Commercial Bid. The names of qualified bidders at each stage would be announced on the Notice Board/ Company's website (i.e. www.canmoney.in). Commercial Bids of only technical qualified bidders shall be opened. Final list of the bidders (L1, L2, L3....etc) will be announced as indicated above. No separate intimation will be sent to successful Bidder.

7. Correction of Error in Commercial Bid:

Company 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:

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

8. Determination of L1 Price will be on Techno Commercial Basis as defined in para 3.

F. Ownership & Awarding of Contract

1. Bid Validity Period

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

2. Proposal Ownership

The proposal and all supporting documentation submitted by the bidder shall become the property of the Company. 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 Company are correct, viable, technically feasible for implementation and it will work without any hassles.

4. Acceptance of Offer

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

4.2. The Company 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 Company to ascertain the best and lowest bid in the interest of the Company. However, the Company 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 Company reserves the right to re-tender the RFP with or without modifications. Company shall not be obliged to inform the affected bidder(s) of the grounds for the Company'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 Company may elect to modify/withdraw the tender.

5. Award of Contract

- 5.1. Company will notify the name of the selected bidder/s by displaying in the Notice Board of the Company.
- 5.2. For award of contract, the clauses mentioned in Section-H shall be applicable in addition to other provisions in the bidding document in this regard
- 5.3. The contract shall, be awarded and the order shall be placed on selected L1 Bidder. Company may release the order either in Full or in part or place more than one order towards the contract based on project plan.
- 5.4. 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.
- 5.5. Company reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.
- 5.6. The Shortlisted bidder/s will be required to supply the solution along with the hardware/software to various branches / Offices of the Company 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 Company 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 Company.

7. Project Execution

The entire project needs to be completed expeditiously. The Company 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 Company as per format, which will be made available to the selected bidder.

8. Security Deposit / Performance Bank Guarantee

- 8.1. 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) or within 21 days from the date of issue of Purchase Order/LOI whichever is earlier.
- 8.2. 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 value of the order (Exclusive of Taxes) 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 5% of the total order value (Exclusive of Taxes) plus GST.

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

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

- 8.4. Security Deposit/Performance Bank Guarantee should be valid for Total Contract Period from the date of last installation 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.
- 8.5. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and warranty period.
- 8.6. The security deposit / bank guarantee will be returned to the bidder on completion of Contract Period.
- 8.7. The Company 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 Company shall notify the selected bidder in writing before invoking the Bank guarantee.

9. Execution of Agreement

- 9.1. Within 21 days from the date of acceptance of the Purchase Order/LOI or within 30 days from the date of issue of Purchase Order/LOI whichever is earlier, the selected bidder shall sign a stamped "Agreement" with the Company at Mumbai as per the format provided by the Company. Failure to execute the Agreement makes the EMD liable for forfeiture at the discretion of the Company and also rejection of the selected Bidder.
- 9.2. 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 Company receiving the duly signed original and the selected Bidder receiving the photocopy. The Agreement shall be valid till all contractual obligations are fulfilled.
- 9.3. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form a part of the Contract Agreement till the conclusion of the contract.

10. Pricing

- 10.1. The Price offered to the Company must be in Indian Rupees inclusive of all taxes but Exclusive of GST(CGST/SGST/IGST). The Vendor has to quote the applicable taxes separately in the Bill of Material.
- 10.2. The item value along with GST should be claimed in the invoice and GST will be paid in actuals at our end.
- 10.3. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the price validity period.
- 10.4. 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 Company.

10.5. Applicable Taxes will be paid at actuals.

11. Order Cancellation/Termination of Contract

- 11.1. The Company 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 Company in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:
- 11.1.1. Delay in delivery of services in the specified period.
 - 11.1.2. Serious discrepancies noted in the inspection.
 - 11.1.3. Breaches in the terms and conditions of the Order.
- 11.2. The Company reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Company on the following circumstances:
- 11.2.1. Non submission of acceptance of order within 7 days of order.
 - 11.2.2. Excessive delay in execution of order placed by the Company.
 - 11.2.3. The selected bidder commits a breach of any of the terms and conditions of the bid.
 - 11.2.4. The bidder goes in to liquidation voluntarily or otherwise.
 - 11.2.5. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
 - 11.2.6. The progress made by the selected bidder is found to be unsatisfactory.
 - 11.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- 11.3. Company shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services.
- 11.4. In case the selected bidder fails to conduct an event as per stipulated schedule, the Company 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.
- 11.5. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Company reserves the right to get the balance contract executed by another party of its choice by giving one months notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Company 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 Company within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- 11.6. The Company 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.
- 11.7. In addition to the cancellation of purchase order, the Company 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.

G. GENERAL CONDITIONS

1. General Order Terms

Normally, the Order will be placed on the successful bidder as per the details given in the bid document. But, if there is any change in name/address/constitution of the bidding Firm/Company at any time from the date of bid document, the same shall be informed by the bidders to the Company 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 Company. There shall not be any delay in this regard. The decision to place orders or otherwise under such situation shall rest with the Company and the decision of the Company 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 Company 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 Company'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 Company's property during execution of the work is attributable to the bidder, bidder has to replace the damaged property at his own cost.
- 2.4. The selected bidder has to execute an Undertaking of Authenticity for **the solution** in Canara Bank Securities Ltd. as per **Annexure-9**.

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 Company within 30 days from the date of such change during warranty and AMC period.
- 3.2. The Company 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 Bidder by executing the agreement shall be deemed to have unconditionally agreed as under:

- 4.1. The 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 Bidder shall confirm that every person deployed by them on the project has been vetted through a third-party background check prior to their engagement. The Bidder shall manage the activities of its personnel or others engaged in the project, etc. and shall be accountable for all the personnel deployed/engaged in the project.

- 4.3. In case the performance of the Bidder/their CSP/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Company, The Bidder shall have to replace the said person within the time limits stipulated by the Company. Where the Bidder fails to comply with the Company's request, the Company may replace the said person or their agents/employees on its own.
- 4.4. No right to employment in the Company shall accrue or arise to the employees or agents of the Bidder, by virtue of engagement of employees, agents, etc. of The Bidder for any assignment under this project. It is further clarified that the arrangement herein with the Bidder is a contract for service.
- 4.5. The 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 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 Company 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 bidder shall ensure that the Solution provided [Hardware/Software etc] meets all the technical and functional requirements as envisaged in the scope of the RFP.
- 5.2. The bidder shall deliver, install, configure the supplied Solution as per Technical specification and Scope of Work described elsewhere in the RFP and arrange for user level demo at bidder's cost as per accepted time schedules. The bidder is liable for penalties levied by Company for any deviation in this regard. The bidder shall provide for all drivers/software required to install, customize and test the system without any further charge, expense and cost to Company.
- 5.3. The 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 Company or not. The bidder shall take all corrective measures arising out of discrepancies, error and omission other information as mentioned above within the time schedule and without extra cost to the Company.

6. Inspection of Records

Company 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 Company under this RFP and the vendor 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 Company, in such eventuality, the Company 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 Company shall have the right to cancel the Contract holding the selected bidder liable for the damages that

the Company may sustain in this behalf. Thereafter, the Company may make good the failure at the risk and cost of the selected bidder.

8. Assignment

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

9. Publicity

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

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 Company /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 Company, 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 Company are brand new, including all components. In the case of software, the bidder should guarantee that the software supplied to the Company 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 Company 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 Company 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

Company for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Company for procuring an equivalent equipment in addition to the penalties levied by Company. However, Company 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 Company 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 Company 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 bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Company for any loss/damage suffered by Company on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking as given in **Annexure-6**.

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 Company, by photographic, electronic or other means.

14. Indemnity

14.1. The bidder shall keep and hold the Company 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 Company 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 Company against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of **Solution** supplied by them.

14.2.1. 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 Company /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 Company be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.
- 14.3. Bidder's aggregate liability shall be subject to an overall limit of the total Cost of the project.

15. Force Majeure

- 15.1. The 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 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 bidder, resulting in such a situation.
- 15.3. In the event of any such intervening Force Majeure, the Bidder shall notify the Company in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Company, the 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 Company and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Company shall be final and binding on the 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 Securities Ltd. 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 Company 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 Company, 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 Company. The Bidder also acknowledges that the Company 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 Company 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 Company 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 Company of the benefits of free and open competition.
- 17.4. The Company 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 Company 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 Company 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 Company 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 Company, it may do so in writing.
- 17.7. Any effort/attempt by a bidder to influence the Company 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 Company 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 to time for selection of vendor for Supply, Implementation, Migration and Support of the Solution by the Company.

18. Amendments to the Purchase Order

Once purchase order is accepted by the 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.

19. Amendments to the Agreement

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

20. Modification/Cancellation of RFP

The Company reserves the right to modify/cancel/re-tender without assigning any reasons whatsoever. The Company shall not incur any liability to the affected bidder(s) on account of such rejection. Company shall not be obliged to inform the affected bidder(s) of the grounds for the Company's rejection/cancellation.

21. Social Media Policy

21.1. No person of the Company or the contractors and third parties shall violate the social media policy of the Company.

21.2. The following acts on the part of personnel of the Company or the contractors and third parties shall be construed as violation of social media policy:

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

21.2.2. Any omission or commission which exposes the Company to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of social media related systems and procedures.”

22. 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 Mumbai, INDIA which will be governed by Indian Arbitration and Conciliation Act 1996. Proceedings of Arbitration shall be conducted in English language only.

23. Legal Disputes and Jurisdiction of the court

23.1. The Company Clarifies that the Company shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the

Company 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.

- 23.2.** All disputes and controversies between Company and Bidder shall be subject to the exclusive jurisdiction of the courts in **Mumbai** 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.

Managing Director

Annexure-1

Bid Covering Letter

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

Reference No:

Date:

The General Manager
Canara Bank Securities Ltd.
7th Floor, Maker Chamber III
Nariman Point, Mumbai 400 021

Dear Sir,

SUB: RFP for Supply, Installation, Configuration, Implementation, Commissioning, Maintenance & Management of Integrated Online Trading, Back Office (Institution and retail) End to End Broking Software Solution & Allied Products/Modules.

Ref: RFP 01/2022-23 dated 05/04/2022

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 Company 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 Software/Hardware/Solution/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 items/solution supplied 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 Securities Ltd. 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 / Successful Auction Event and for such further period as mutually agreed between the Company and successful bidder, and agreed to in writing by the 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, Technical Specifications, Terms and Conditions and Scope of Work of the subject RFP. We understand that the Company is not bound to accept the lowest or any offer the Company may receive without assigning any reason whatsoever.

We hereby unconditionally accept that Company 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.

All the details mentioned by us are true and correct and if Company observes any misrepresentation of facts on any matter at any stage, Company has the absolute right to reject the proposal and disqualify us from the selection process. Company 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 Company 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
Eligibility Criteria Declaration

The General Manager
Canara Bank Securities Ltd.
7th Floor, Maker Chamber III
Nariman Point, Mumbai 400 021

SUB: RFP for Supply, Installation, Configuration, Implementation, Commissioning, Maintenance & Management of Integrated Online Trading, Back Office (Institution and retail) & End to End Broking Software Solution & Allied Products/Modules.

Ref: RFP 01/2022-23 dated 05/04/2022

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

	Sl. No.	Eligibility Criteria	Documents to be submitted for Eligibility Criteria Compliance	Bidder's Response and Documents Submitted
CONSTITUTION	a)	The Bidder should be a partnership firm registered under LLP Act, 2008/Indian Partnership Act, 1932 or Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013 and must have in existence for 10 years as on RFP date.	<p>Bidder has to submit Copy of Certificate of LLP registration.</p> <p>(OR)</p> <p>Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company.</p> <p>(OR)</p> <p>Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies.</p>	
OEM/OSD/OSO	b)	<p>Bidder shall be the Original Equipment Manufacturer (OEM)/Original Software Developers (OSD)/ Original Software Owner (OSO) of the Solution.</p> <p>(OR)</p> <p>An authorized dealer.</p>	<p>If the applicant is a OEM/OSD/OSO, an Undertaking Letter has to submitted in this effect.</p> <p>If the bidder is an Authorized Dealer, an Authorization letter from their OEM & OSD/OSO to deal/market their product in India and it should be valid for a minimum period of Six (6) years from the date of submission of the Bid.</p>	

FINANCIALS	c)	The Bidder should have minimum turnover of Rs.1000.00 Crore each year for the last three financial years (i.e. , 2018-19,, 2019-20, 2020-21) from Indian Operations only. This must be the individual company turnover and not of any group of companies.	Bidder has to submit Balance Sheet for last 3 Years [i.e., 2018-19 (audited), 2019-20 (audited), 2020-21 (audited)]. AND Bidder must produce a certificate from the Company's Chartered Accountant to this effect. The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number.	
	d)	The Bidder should have Positive Net Worth as on 31/03/2021.	The Bidder must produce a certificate from the Company's Chartered Accountant to this effect. The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number.	
BIDDER EXPERIENCE	e)	The bidder should have implemented the proposed solution in atleast 5 organisation(Public Sector Organizations+Private Sector/Govt Departments) and should have been successfully operational for atleast 2 years, with a minimum of 1000 concurrent users.	The Bidder has to provide reference letter in their name with the quantity specified with project details from Schedule commercial Banks/Public Sector Organizations/Private Sector Organizations/ Central or state organization in Indian duly mentioning the proposed solution with make & model of this effect.	
	f)	The Bidder and OEM shall have support office in Mumbai and in any metro cities for 24x7 support.	The Bidder has to provide their existing service center infrastructure details like local Contact Person Name, Address, Phone No, Mobile No, Email etc., no of engineers and jurisdiction of the engineer.	
	g)	The Bidder should be having minimum accreditation of ISO: 9001:2005.	Bidder should provide Valid ISO Certificate.	

We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection.

Date

Signature with seal

Name :



Designation :

Annexure-3

Bidder's Profile

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

SUB: RFP for Supply, Installation, Configuration, Implementation, Commissioning, Maintenance & Management of Integrated Online Trading, Back Office (Institution and retail) & End to End Broking Software Solution & Allied Products/Modules.

Ref: RFP 01/2022-23 dated 05/04/2022

Sl. No.	Particulars	Details
a)	Name of the Bidder Firm/Company	
b)	Proposed Solution Name with Name of OEM & OSD/OSO	
c)	Constitution (Ltd./ Pvt. Ltd/Firm)	
d)	Date of Incorporation and / or Commencement of business	
e)	Certificate of Incorporation (CIN)	
f)	Whether registered as MSE for the item under the RFP? (Proof of registration as MSE for the item under the RFP)	
g)	Whether Recognized as a Startup by Department of Industrial Policy and Promotion (DIPP)? (Proof of such Recognition, indicating terminal validity date of registration and Certificate from CA that the Turnover of the entity complies with Startup guidelines)	
h)	Whether eligible for Purchase Preference linked with Local Content under Public Procurement (Preference to Make in India) Order 2017, and Notifications issued thereunder? (Form PP-C or PP-D as applicable)	
i)	Address of Corporate Office	



j)	Address of the Registered Office		
k)	Particulars of the Primary Contact Person (Authorized Signatory of the Bidder)	Name	
		Designation	
		Address for Correspondence	
		Phone Number (Landline)	
		Mobile Number	
		Email address	
l)	Particulars of the Secondary Contact Person	Name	
		Designation	
		Mobile Number	
		Email address	
m)	Firm / Company Website address		
n)	Firm/Company PAN number Firm/Company GST Number <u>Beneficiary Bank Details</u> Beneficiary Name Beneficiary Account Number Type of Bank Account (Current/OD/OCC etc.) IFSC Code Beneficiary Bank Name & Branch address		



Date

Signature with seal

Name :

Designation :



Annexure-4

Service Support Details

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

SUB: RFP for Supply, Installation, Configuration, Implementation, Commissioning, Maintenance & Management of Integrated Online Trading, Back Office (Institution and retail) & End to End Broking Software Solution & Allied Products/Modules.

Ref: RFP 01/2022-23 dated 05/04/2022

Sl. No.	Location	Postal Address	Contact person Name & Mobile No..	Landline No	Email-ID	No. of Engineers
1.	Mumbai					
2.	Bengaluru					
3.						

Date

Signature with seal

Name :

Designation :

Annexure-5

Track Record of Past Implementation of Projects

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

SUB: RFP for Supply, Installation, Configuration, Implementation, Commissioning, Maintenance & Management of Integrated Online Trading, Back Office (Institution and retail) & End to End Broking Software Solution & Allied Products/Modules.

Ref: RFP 01/2022-23 dated 05/04/2022

Name of the Bidder_____

List of Bidder's Major Customers in Last 3 Years and References

Sl. No.	Name of the Client/s where Hardware/ Software/Solution/Services were supplied/provided/implemented	Contact Person's Name and email ID	Telephone Number / Mobile Number	Postal Address with Pincode
1	2	3	4	5

(Enclose necessary documentary proof)

Date

Signature with seal

Name :

Designation :

Annexure-6

Non-Disclosure Agreement

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

SUB: RFP for Supply, Installation, Configuration, Implementation, Commissioning, Maintenance & Management of Integrated Online Trading, Back Office (Institution and retail) & End to End Broking Software Solution & Allied Products/Modules.

Ref: RFP 01/2022-23 dated 05/04/2022

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 Securities Ltd., having its office at 7th Floor, Maker Chamber III, Nariman Point, Mumbai - 400 021 hereinafter referred to as the COMPANY and,

WHEREAS, the Bidder understands that the information regarding the Company's IT Infrastructure shared by the Company in their Request for Proposal is confidential and/or proprietary to the COMPANY, 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 Company s properties and/or have access to certain plans, documents, approvals or information of the COMPANY; NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, in order to induce the COMPANY to grant the Bidder specific access to the COMPANY'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 COMPANY, unless the Bidder has first obtained the COMPANY's written authorization to do so.

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

The Bidder shall not, without the COMPANY s written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the COMPANY in connection therewith, to any person(s) other than those employed/engaged by the Bidder for the purpose of submitting the offer to the COMPANY 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-7

Technical & Functional Requirement of Integrated Online Trading, Back Office (Institution and retail) End to End Broking Software Solution & Allied Products/Modules

SUB: RFP for Supply, Installation, Configuration, Implementation, Commissioning, Maintenance & Management of Integrated Online Trading, Back Office (Institution and retail) & End to End Broking Software Solution & Allied Products/Modules.

Ref: RFP 01/2022-23 dated 05/04/2022

Note:

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

1. TECHNICAL REQUIREMENTS:

Sl. No.	Product Features	Bidder's Compliance [Yes/No]
1.	Online Trading Facility with Web portal -. HTML or latest technology	
2.	Online Trading Facility for Dealer terminal -Trade Over Phone / Call Center Support	
3.	Online Trading Facility with desktop EXE based application	
4.	Online Trading Facility with mobile app in Android and IOS.	
5.	Portfolio tracker service in all online trading platform - Web, EXE, Mobile	
6.	Mutual Fund service in all online trading platform with all functionality and RTA - Web, EXE, Mobile	
7.	Online ASBA service, rights Issue, OFS, Buy back etc in all online trading platform - Web, EXE, Mobile	
8.	Automation in EOD, BOD process	
9.	OFS and SLBM, NCD, Bond platform	
10.	Full fledged RMS module for detail reporting and live monitoring and management	
11.	Auto square off feature in trading solution	
12.	Integration with bank's CBS	
13.	Dependency on particular hardware platform	
14.	Back Office Module	
15.	Mid Office Module	

16.	Account Opening	
17.	Institutional Trading Platform	

2. Detailed Product Feature requirement:

The Solution should have all basic and essential features for trading platform like buy/sell/cancel modify of orders, Mid Office for Risk Management, Confirming client limit, and all other work related to MidOffice, Back office for maintenance of records, Settlement Process, Account opening etc,

3. EXCHANGES

The system should be capable of supporting / integrating with the exchanges listed below; the interface should provide for live prices, order entry - during and post market hours, settlement etc. These exchanges and any other introduced in the future should be available as pick & choose add-ons.

- Equity :- NSE, BSE (Retail + Institution)
- Equity Derivatives: NSE (Retail + Institutional)
- Currency Derivatives: NSE (Retail)
- Commodity Derivatives: MCX, NCDEX (Retail)
- IPO: NSE (File upload) and BSE (Exchange API)
- MF:BSE(Demat)
- OFS, Rights Issue: NSE and BSE (Retail)
- Auction on NSE and BSE (Back Office Only)
- NCD/Bonds

- NCDEX
- SME platforms of NSE and BSE.
- Auction trade segment access on NSE & BSE.
- Ability to integrate with a third party application for access to international exchanges as and when required / allowed by the regulators.

4. DELIVERY CHANNELS & USER ACCESS

We need the following channels & access mediums to be provided for. The delivery channels are not restricted to those listed below,

- Online web client end access.
- Online NRI trade access with specific NRI / PIS based requirements taken care of.
- Dealer Terminals allowing trades on behalf of all or select client group.

- Trade Over Phone / Call Center Support preferably integrable with TPIN based IVR with our existing Avaya.
- Investor Terminal (client terminals with access to only MFs, Bonds, IPOs etc. i.e. non secondary market equity products.) • iOS support (iphone and ipad compatibility)
- Android support for mobiles, tablets, phablets.
- Desk top and mobile based application.
- Multi Browser compatibility with automatic screen resolution adaptability to (including but not restricted to) Internet Explorer (version 6 and over till the latest), Safari Mac, Safari, Mozilla Firefox, Google Chrome etc.

5. RISK CONTROL / CLIENT ACCESS CONTROL

The system should enable grouping of clients in various categories based on client features, trading preferences, segment access, product features and pricing. Solution should also support configuration of access to various stock exchanges, product segments and products as per the client's requirement / preferences as well as to various delivery channels. All relevant risk control measures to manage the features / facilities listed above should be available

The solution should be capable of allowing clients with limits / capital management based on multiple parameters; should be capable of monitoring trades, orders, exposures etc. on real time basis. The solution should be able to interface with exchanges for VAR margin files and margin calculations using SPAN files.

The solution should be capable of monitoring real time mark to market valuations as well as EOD MTM of positions held by clients. There should be a possible facility to send out automated trade alerts to the client vide an email or SMS.

Annexure-7(A)
Scoring Methodology

The technical scoring of the proposals will broadly on the following criteria:

Sl. No.	Evaluation Parameters	Maximum Marks
1.	Standing of the company	8
1.1.	10 years and above	8
1.2.	Between 5 To 10 years	5
1.3.	Between 3 To 5 years	3
2.	Experience in Virtualization The Bidder should have experience and expertise in setting up Integrated (Front office, Back Office & Mid Office Including both Retail & Institutional trades) End to End Broking Software solution PSU /Pvt. broking houses (Public / Private Limited Companies). Weightage will be given for those who have implemented solutions in Public sector/Govt companies. Self-Declaration & certificate of installation from the client as valid proof.	15
2.1.	More than 5 assignments*	15
2.2.	3 to 5 assignments*	10
2.3.	Up to 3 assignments*	5
3.	Suitability of key resources & competency	10
2.4.	Quality of key resources to be assigned to the project, implementation, integration, relevant experience of the resources and Broking software knowledge and previous experience in implementation of centralized software in the Broking Industry. 0.5 marks each for total combined experience. Example 3 resources with 4 years, 3 years, 5 years experience then - $4+3+5 = 12 \times 0.5 = 6$ then max 5 marks will be allotted. Resource detail and relevant experience/certificates should be provided.	5
4.	Risk Management Features	00
5.	Presentation document and evaluation of the entire project & Technical proposal	30
6.	Go Live timelines & commitment	00
	Total marks	100

Evaluation Criteria

- (i) The evaluation of Bidders will be based on a three-step process.
- a) Technical scores will be given based on the bid submission and as per Scoring Methodology.
- b) Bidders scoring a minimum of 75% marks in the technical bid will qualify for commercial evaluation and their commercial bids will be opened.

Shortlisted Bidders will be ranked on the basis of the above combined score. The Bidder securing highest combined score shall be recommended for award of the contract, after normalization, if any, required

Date:

Signature with Seal:

Name:

Designation:

Annexure-7(B)

Sizing of Hardware including Software/OS for DC & DRC

Quoted Hardware/software/OS details:

Sr. No.	Sub Components	Qty	Device Type Physical / VM / Appliance)	Cores	Processor	Storage		Software's	
						RAM GB	storage GB/TB	Operatin g System	Datab ase
a.	Server-1								
b.	Server-2								
c.	Server-3								
d.	Licenses								
e.	System Software								
f.	Middleware								
g.	Any other Software								

Annexure-8

Scope of Work

SUB: RFP for Supply, Installation, Configuration, Implementation, Commissioning, Maintenance & Management of Integrated Online Trading Back Office (Institution and retail) & End to End Broking Software Solution & Allied Products/Modules.

Ref: RFP 01/2022-23 dated 05/04/2022

Sl. No.	Scope of Work	Bidder's Compliance [Yes/No]
	The scope of the Services and Maintenance support and validity for minimum 5 years from the date of Go Live of the solution.	
	The successful Bidder should maintain the entire software solution and modules for all the agreed period between both parties.	
	The successful Bidder is bound to do all hardware and required setup arrangement like servers, storage, leased line, connectivity on servers.	
	Operating system license and database license (Ms-Sql/Oracle) will be provided by the successful Bidder.	
	The successful Bidder shall implement solution items at the respective locations as per the Delivery Schedule on receipt of the Purchase Order from the CBSL after finalizing the bidder.	
	The CBSL reserves the right to change location by giving prior notice for implementation. The bidder should provide support on-site and remotely as per the requirement.	
	The successful bidder has to ensure that the software is closely Integrated with the CBS of parent bank and keep a scope to increase the same to 10 banks and 10 DPs in future.	
	The configuration as per the technical and other specifications of the Servers, Storage Systems & Other Items must be communicated to CBSL team from the day one.	
	Prior to configuration and Integration, the bidder needs to study the existing setup at our DC and corporate office, Mumbai or any other locations decided by CBSL at any stage of RFP and prepare detailed implementation plan. On approval of the same by CBSL implementation needs to be carried out.	
	Installation of Web/Application/IIS, Database applications, and cluster configuration in the new solution, if required with help of existing software/application vendor should be carried out by bidder.	
	The successful Bidder should attend to re-installation/reconfiguration of Servers due to any reason like OS upgradation, hardware change in Servers etc.	
	The successful Bidder has to carryout code/features upgrade in solution and modules as and when required by the CBSL during the entire period.	

	The successful Bidder has to carryout primary and backup setup installation of software, application and configuration. After installation, the bidder has to ensure that the configured backup setup is running properly and restorability of same is to be tested once. Bidder has to provide proper documentation and to be handed over to CBSL.	
	The successful bidder has to migrate all required Data from existing solution to proposed new solution and ensure the setup is working flawlessly in new environment without any data loss and company operational loss.	
	Bidder should support in all DC-DR drill, mock support & all audit related data requirement.	
	All patch update, firmware update and patch management have to be taken care and setup with confirmation as required.	
	The successful Bidder shall conform the integrity of the software supplied i.e. the software is free from bugs, malware, covert channels in code etc with prior testing.	
	The successful Bidder should ensure to provide complete hands-on training which includes installation, deployment, management, technical matters, troubleshooting as well as functions features and solution without additional charges and onsite support/remote support as and when required on priority to the CBSL employees.	
	The successful Bidder should have to provide onsite resource to manage and maintenance the complete proposed solution end to end after successful project signoff (Go Live) for minimum 6-month Period with no extra cost which can be extended as per the request of CBSL.	
	The successful bidder is also required to support in installation of the solution for the near site/DC/DRC, if made set up at a later date with no extra cost.	
	Any changes in the statutory guidelines (like, GoI/SEBI/RBI/Exchange etc), relating to the Trading/Depository process, should be carried out by the successful bidder at no extra cost.	

We hereby comply with the Scope of Work mentioned from Point no. 1 to 20 of Annexure-8.

Date

Signature with seal

Name :

Designation :

Annexure-9

Undertaking of Authenticity

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

SUB: RFP for Supply, Installation, Configuration, Implementation, Commissioning, Maintenance & Management of Integrated Online Trading, Back Office (Institution and retail) & End to End Broking Software Solution & Allied Products/Modules.

Ref: RFP 01/2022-23 dated 05/04/2022

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

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

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

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

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

Date

Signature with seal

Name :

Designation :

Annexure-10

Compliance Statement

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

SUB: RFP for Supply, Installation, Configuration, Implementation, Commissioning, Maintenance & Management of Integrated Online Trading, Back Office (Institution and retail) & End to End Broking Software Solution & Allied Products/Modules.

Ref: RFP 01/2022-23 dated 05/04/2022

DECLARATION

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Company. We also agree that the Company 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 Technical & Functional Requirements/ Specifications of the subject RFP		
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-11

Undertaking Letter

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

SUB: RFP for Supply, Installation, Configuration, Implementation, Commissioning, Maintenance & Management of Integrated Online Trading, Back Office (Institution and retail) & End to End Broking Software Solution & Allied Products/Modules.

Ref: RFP 01/2022-23 dated 05/04/2022

- a. We understand that Company shall be placing Order to the selected Bidder exclusive of taxes only.
- b. We also confirm that we have quoted the solution with GST only.
- c. We also confirm that in case of invocation of any Bank Guarantees submitted to the Company, 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.
- f. We also confirm that we have quoted for post warranty AMC rates (as per terms and conditions of the tender), giving the rates/price in Bill of Material (BOM).
- g. We hereby undertake to provide necessary hardware with latest product and software with latest version and any third party licenses with latest version required for the implementation of the Solution. The charges for the above have been factored in Bill of Material (BOM), otherwise the Bid is liable for rejection. We also confirm that we have not changed the format of BOM.

Date

Signature with seal

Name :

Designation :

Annexure-12

Escalation Matrix

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

SUB: RFP for Supply, Installation, Configuration, Implementation, Commissioning, Maintenance & Management of Integrated Online Trading, Back Office (Institution and retail) & End to End Broking Software Solution & Allied Products/Modules.

Ref: RFP 01/2022-23 dated 05/04/2022

Name of the Bidder Firm:

Delivery Related Issues:

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

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-13
Manufacturer Authorization Form

[Note: This Format Letter should be on the letterhead of the OEM/OSO/OSD concern and should be signed by an Authorised Signatory of the OEM/OSO/OSD]

No. _____ dated _____

The General Manager
Canara Bank Securities Ltd.
7th Floor, Maker Chamber III
Nariman Point, Mumbai 400 021

Dear Sir,

SUB: RFP for Supply, Installation, Configuration, Implementation, Commissioning, Maintenance & Management of Integrated Online Trading, Back Office (Institution and retail) & End to End Broking Software Solution & Allied Products/Modules.

Ref: RFP 01/2022-23 dated 05/04/2022

We _____ who are established and reputed manufacturers of _____ having factories/development facilities at 1) _____ and 2) _____ do hereby authorize M/s _____ (Name and address of the Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

We (Manufacturer/Original Software Owner/Developer) hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the solution, products/equipment and services offered against this invitation for tender offer by the above firm and will extend technical support and updates and ensure availability of spares including processors for our products for contract period from the date of installation.

We (Manufacturer/Original Software Owner/Developer) also confirm that we will ensure all product updates (including management software updates and new product feature releases) are provided by M/s for all the products quoted for and supplied to the Company during the Contract period. In case this is not considered while quoting and in the event M/s fail in their obligations to provide the updates within 30 days of release/announcement, we hereby confirm that we will provide the same to the Company at no additional cost to the Company and we will directly install the updates and any new Operating Software releases at the Company's premises.

We also confirm that the proposed solution offered by the bidder to the Company are correct, viable, technically feasible for implementation and the solution will work without any hassles in all the locations. We also confirm that all the equipment offered are not "End of Life" during the next One Year and "End of Support" for total Contract Period.

We hereby commit to the tender terms and conditions and will not withdraw our commitments during the process and or during the period of contract.

Yours faithfully

(Name)

For and on behalf of

M/s

Annexure- 14
Bill of Material

SUB: RFP for Supply, Installation, Configuration, Implementation, Commissioning, Maintenance & Management of Integrated Online Trading, Back Office (Institution and retail) & End to End Broking Software Solution & Allied Products/Modules.

Ref: RFP 01/2022-23 dated 05/04/2022

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. Please be guided by RFP terms, subsequent amendments and replies to pre-bid queries (if any) while quoting.
3. Do not change the structure of the format nor add any extra items.
4. No counter condition/assumption in response to commercial bid will be accepted. Company has a right to reject such bid.

Table -A

Price details for proposed solution in Canara Bank Securities Ltd.

[Amount in Indian Rs.]

Sl. No.	Requirement Details		Unit Price with Three years Comprehensive onsite warranty and support (Excl. of Tax)	4 th year AMC/ATS Charge (Excl. of tax)	5 th year AMC/ATS Charge (Excl. of tax)	Unit Price with Three Year Comprehensive Onsite Warranty and Two Years AMC/ATS after Warranty period (Excl. of tax)	Quantity	Total Cost with Three Year Comprehensive Onsite Warranty and Two Years AMC/ATS after Warranty period (Excl. of tax)	Tax for Column F		Total Cost with Three Year Comprehensive Onsite Warranty and Two Years AMC/ATS after Warranty period (Incl. of tax)
			A	B	C	D= A+B+C		E	F= D*E	G= % of tax	H= Tax Amt
1.	Hardware/Appliance including OS for DC	App Server									
		Web Server									
		Data base Server									
		Any other (add more rows of required)									
2.	Hardware/Appliance including OS for DR	App Server									
		Web Server									
		Data base Server									
		Any other (add more rows of required)									
3.	System Software/Middleware/Database License for deploying proposed Solution at DC (Break up details to be provided)										
4.	System Software/Middleware/Database License for deploying proposed Solution										



	at DRC (Break up details to be provided)									
5.	Any Other Software licenses at DC (Break up details to be provided)									
6.	Any Other Software licenses at DRC (Break up details to be provided)									
7.	One time Implementation cost Integrated Online Trading, Back Office (Institution and retail) End to End Broking Software Solution as per Technical specification and Scope of Work of this RFP.									
8.	Total Cost of Ownership for Five years contract period (Sum of column I of rows 1,2,3,4 and 5)									

Bidder has to provide the adequate quantity in column J of Table -A as mentioned in Annexure-7 (A).

Table-B
Charges for Onsite Resources

[Amount in Indian Rupees]

Sl. No.	Description	Charges for one resource Per Month [Excl. of Tax]	No. of Months	No. of Resources	Charges for One resources for 60 Months [Excl. of Tax]	Tax %	Tax Value	Charges for One resources for 60 Months [Incl. of Tax]
		a	b	c	d=axbxc	e	f	g=d+f
1	Cost of L1 Onsite Resources.		60	2				
2	Cost of L2 Onsite Resource.		60	1				
3	Total Cost [total of column g of row 1 and 2]							

Table-C
Charges for Pre & Post Implementation Training

[Amount in Indian Rupees]

Sl. No.	Requirement	One Time Training Charges (Excl. of Taxes)	Tax for Column A		One Time Training Charges (Incl. of Taxes)
		a	Tax %	Tax Value	d=a+c
			b	c	
1.	Pre- Implementation Training Charges				
2.	Post- Implementation Training Charges				
3.	Total Cost [total of column d of row 1]				

Table-D
Total Cost for 5 Years Contract Period

[Amount in Indian Rupees]

Sl. No.	Details	Total Cost of Ownership [Incl. of tax]
A	Total Cost for Implementing Integrated Online Trading, Back Office (Institution and retail) End to End Broking Software Solution as per Table-A [Total of Column I]	
B	Total Charges for Onsite Resources as per Table-B [Total of Column g]	
C	Total Charges for Pre & Post Implementation Training as per Table-C [Total of Column d]	
D	Total Cost of Ownership [Sum of A, B and C of Table-D]	

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 Company. Company has a right to reject such bid.
- v. We are agreeable to the payment schedule as per “Payment Terms” of the RFP.

Date

Signature with seal

Name :

Designation :

Appendix -A

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

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

- 1) Index of all the documents submitted with page numbers.
- 2) Tender Fee and Bid Security Declaration as per Appendix-N.
- 3) Undertaking for applicability of Purchase Preference Policy as per Form PP-A. (if eligible)
- 4) Self-Declaration of MSEs/Startup as per Form PP - B. (if eligible)
- 5) Undertaking by Bidder towards Mandatory Minimum LC as per Form PP-C (In Case Bidder Seeking Benefit of PP-LC). (if eligible)
- 6) Certificate by Statutory Auditor of Bidder towards Mandatory Minimum LC as per Form PP-D (In Case Bidder Seeking Benefit of PP-LC). (if eligible)
- 7) Power of Attorney / Authorisation letter signed by the Competent Authority with the seal of the bidder's company / firm in the name of the person signing the tender documents with supporting documents.
- 8) Bid Covering letter as per **Annexure-1**.
- 9) Eligibility Criteria declaration as per **Annexure-2** with documentary proof in support of the Eligibility Criteria.
- 10) Bidder's Profile as per **Annexure-3**.
- 11) Service Support Details as per **Annexure-4**.
- 12) Track Record of Past Implementation of Projects as per **Annexure-5**.
- 13) Non-Disclosure Agreement as per **Annexure-6**.
- 14) Signed Pre Contract Integrity Pact as per **Appendix-I** on non-judicial Stamp paper.
- 15) Bidder should submit Vendor Risk Assessment with all supporting documents as per **Appendix-L** attached to this RFP.
- 16) Certificate regarding Tender for Supply, Installation, Configuration, Implementation, Commissioning, Maintenance & Management of Integrated Online Trading, Back Office (Institution and retail) End to End Broking Software Solution & Allied Products/Modules as per Appendix-O attached to this RFP.
- 17) Declaration under restriction of Bids from such a country which shares a Land border with India
- 18) Write up on the Work Experience / Expertise on Integrated Online Trading, Back Office (Institution and retail) End to End Broking Software Solution & Allied Products/Modules.
- 19) Bidder should have central help Desk available on 24x7x365 basis for support and complaint booking. Details of the Help Desk phone no. & email ID has to be provided.
- 20) Bidder should provide Call Log in procedure for call logging and ticketing.

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

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

- 1) Index of all the document submitted with page numbers.
- 2) Compliance to the Technical & Functional Requirement of Integrated Online Trading, Back Office (Institution and retail) End to End Broking Software Solution & Allied Products/Modules as per **Annexure-7**.
- 3) Compliance to the Scope of Work as per **Annexure-8**.
- 4) Undertaking of Authenticity for Integrated Online Trading, Back Office (Institution and retail) End-to-End Broking Software Solution & Allied Products/Modules as per **Annexure-9**.
- 5) Compliance Statement as per **Annexure-10**.
- 6) Undertaking Letter as per **Annexure-11**.
- 7) Escalation Matrix as per **Annexure-12**.
- 8) Manufacturer Authorization form as per **Annexure-13**.
- 9) Masked bill of Material as per **Annexure-14**.
- 10) Technical Documentation (Product Brochures, leaflets, manuals, drawings).
- 11) A detailed list of the other Infrastructure required and any other precautions to be undertaken should be given in detail along with the Technical Proposal.
- 12) Bidder has to provide detailed proposed BOM each line item wise for Solution, OS, Licenses for Five (5) Years as part of Technical Bid.

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

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

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

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

Appendix-D

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 General Manager
Canara Bank Securities Ltd.
7th Floor, Maker Chamber III
Nariman Point, Mumbai 400 021

WHEREAS (Name and address of M/s XXXX Ltd(hereinafter referred to as “the CONTRACTOR”) has undertaken for **Supply, Installation, Configuration, Implementation, Commissioning, Maintenance & Management of Integrated Online Trading, Back Office (Institution and retail) & End to End Broking Software Solution & Allied Products/Modules.** and Related Equipments 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._____ (amount in words)** 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._____ (amount in words)** may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.

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

This Performance Guarantee shall continue and hold good until it is released by you on the application by the CONTRACTOR after expiry of the relative guarantee period of the Contract and after the CONTRACTOR had discharged all his obligations under the Contract and produced a certificate of due completion of the work under the Contract and submitted a “No Demand

Certificate” provided always that the guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of three months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

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

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

Name of the Company: Canara Bank Securities Limited

IFSC Code: CNRB0002426

The Bank Guarantee has to be confirmed through SFMS by the issuing Bank branch.

Appendix-E

Bank Guarantee Format for Earnest Money Deposit

To

.....

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>Name of the Company: Canara Bank Securities Limited IFSC Code: CNRB0002426 The Bank Guarantee has to be confirmed through SFMS by the issuing Bank branch.</p>
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Appendix-F

Format for Sending Pre-Bid Queries

Sl. No.	Page No. of RFP	Clause No	RFP Clause	Bidder's Query
1				
2				
3				
...				
...				

Appendix-G
Authorization Letter Format

(To be presented by the authorized person at the time of opening of Eligibility Criteria Bid/Technical Proposal/ 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 General Manager
Canara Bank Securities Ltd.
7th Floor, Maker Chamber III
Nariman Point, Mumbai 400 021

Dear Sir,

SUB: RFP for

Ref: Your RFP No..... dated

This has reference to your above RFP.

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

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name & Designation of Authorizing Authority

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

Appendix-L

VENDOR RISK ASSESSMENT

1. NAME AND ADDRESS OF THE VENDOR:

Regd Office
Correspondence address

2. Name of the Activity/Project with us:

I) COMPANY PARTICULARS:

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

II) BUSINESS PARTICULARS OF FIRM:

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

III) LEGAL ISSUES AND OBLIGATIONS:

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

IV) BUSINESS POSITION:

1.	Latest Audited Balance sheet submitted	Yes/No
2.	Firm business growth in upward trend	Yes/No
3.	Firm profit in upward trend	Yes/No
4.	Firm growth position to that of industry is acceptable	Yes/No
5.	Firm is credit rated	Yes/No
	If yes, rating agency & present rating	
6.	Industry position of firm (like gartner listing, etc.,) and whether firm is in better position or best position or not in better position	

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

To,

The General Manager
Canara Bank Securities Ltd.
7th Floor, Maker Chamber III
Nariman Point, Mumbai 400 021

SUB: Supply, Installation, Configuration, Implementation, Commissioning, Maintenance & Management of Integrated Online Trading, Back Office (Institution and retail) End to End Broking Software Solution & Allied Products/Modules.

Ref: RFP 01/2022-23 dated 05/04/2022.

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 three years from being eligible to submit Bids for contracts with Canara Bank Securities Ltd.

Place:
Date:

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

APPENDIX-O (1)

Certificate regarding Tender for Supply, Installation, Configuration, Implementation, Commissioning, Maintenance & Management of Integrated Online Trading, Back Office (Institution and retail) End to End Broking Software Solution & Allied Products/Modules.

Ref: RFP 01/2022-23 dated 05/04/2022

(to be provided on letter head by each OEM)

We M/s xxxx, OEM of xxxxx, having model No xxxx, offered in this RFP, through our authorized Service provider, M/s xxxxx Limited, hereby undertake that we fully comply, without any deviation, with the Order (Public Procurement No.1) dt:23.07.2020 issued by Ministry of Finance, Department of Expenditure regarding Restriction under Rule 144(xi) in the GFR 2017.

The following is the details of Share Holding structure of our Company and our Parent Company:

OEM Name:

Registered Address of the OEM:

Shareholding structure of the OEM as on 31.03.2020		
%age of shares held	Name of holding Company/Individual	Registered Address of the share holding company/Individual

OEM's Parent Company &/ Owner/Beneficial Owner Name:

Registered Address of the OEM's Parent Company:

Shareholding structure of the OEM's Parent Company as on 31.03.2020		
%age of shares held	Name of holding Company/Individual	Registered Address of the share holding company/Individual

If at any time our undertaking is found false or non-compliant with the above order of the Ministry of Finance, Company may immediately terminate the contract and may take legal action in accordance with the law.

Date: _____

Place: _____

Signature of Authorized Signatory of OEM

Name of Signatory:

Designation:

Seal of Company

APPENDIX-O (2)

Certificate regarding Tender for Supply, Installation, Configuration, Implementation, Commissioning, Maintenance & Management of Integrated Online Trading, Back Office (Institution and retail) End to End Broking Software Solution & Allied Products/Modules.

Ref: RFP 01/2022-23 dated 05/04/2022

(to be provided on letter head of Bidder)

We M/s _____, have directly participated in the captioned RFP and hereby undertake that we fully comply, without any deviation, with the Order (Public Procurement No.1) dt:23.07.2020 issued by Ministry of Finance, Department of Expenditure regarding Restriction under Rule 144(xi) in the GFR 2017.

The following is the details of Share Holding structure of our Company and our Parent Company:

Bidder Name:

Registered Address of the Bidder:

Shareholding structure of the Bidder as on 31.03.2020		
%age of shares held	Name of holding Company/Individual	Registered Address of the share holding company/Individual

Bidder's Parent Company &/ Owner/Beneficial Owner Name:

Registered Address of the Bidder's Parent Company:

Shareholding structure of the Bidder's Parent Company as on 31.03.2020		
%age of shares held	Name of holding Company/Individual	Registered Address of the share holding company/Individual

If at any time our undertaking is found false or non-compliant with the above order of the Ministry of Finance, Company may immediately terminate the contract and may take legal action in accordance with the law.

Date: _____

Place: _____

Signature of Authorized Signatory of Bidder

Name of Signatory:

Designation:

Seal of Company