

CANFIN HOMES LTD
(Registered Office :: BANGALORE)

Request for Proposal (RFP)
For
Implementation of Application Software for Audit and Inspection
along with related Hardware in CFHL

TENDER.REF. NO.: RFP-IT-01/2019-20

Date of commencement of issue of RFP	: 12.09.2019
Date for pre-bid meeting on receipt of queries on RFP	: 23.09.2019 at 16:00 hrs.
Last date for Bid Submission of RFP	: 03.10.2019 at 15:00 hrs.
Date of Opening of Bids of RFP	: 03.10.2019 at 15:30 hrs.

ISSUED BY : ASST. GENERAL MANAGER - IT
CANFIN HOMES LTD
REGISTERED OFFICE,
29/01, SIR M N KRISHNA RAO ROAD
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=====

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This document can be downloaded from company's website
<http://www.canfinhomes.com> (under Announcement section). In that event, the
suppliers should pay the cost of the tender document by means of DD drawn on
any scheduled Commercial Bank for Rs.5,000/- in favour of Canfinhomes ltd,
payable at Bangalore and enclose the same to Eligibility Bid of this tender.

Bid Details: Supply, Installation, Configuration, Integration, Training and maintenance of Application software along with related hardware for Audit and Inspection for Can Fin Homes Ltd.

Sl. No.	Description	Details
1.	RFP No. and date	TENDER.REF. NO.: RFP-IT-01/2019-20
2.	Brief Description of the RFP	"Supply, Installation, Configuration, Integration, Training and maintenance of Application Software along with related hardware for Audit and Inspection for Can Fin Homes Ltd"
3.	Company's Address for Communication and Submission of Tender	ASST. GENERAL MANAGER-IT CAN FIN HOMES LTD REGISTERED OFFICE, 29/01, SIR M N KRISHNA RAO ROAD BASAVANAGUDI BANGALORE 560 004 Tel - 080 41440234 Fax - 080 26565746 Email: it@canfinhomes.com
4.	Date of Issue	12/09/2019, Thursday
5.	Date for pre-bid meeting on receipt of queries on RFP	23/09/2019, Monday at 16:00 hrs. Email: it@canfinhomes.com
6.	Last Date of submission of Bids	03/10/2019, Thursday at 15:00 hrs.
7.	Date and time opening of Part A, conformity to Eligibility criteria.	03/10/2019, Thursday at 15:30 hrs.
8.	Date and time opening of technical bid Part-B and commercial bid Part-C.	Will be intimated at later date.
9.	RFP Document cost	Rs. 5,000/- in the form of Demand Draft in favour of Canfinhomes Ltd, payable at Bangalore. Same should be submitted at the time of bid submission.
10.	Earnest Money Deposit	Rs.1,00,000/- in the form of Bank Guarantee, amount valid for 1 year inclusive of action period from the date of bid submission. Same should be submitted at the time of bid submission.

DISCLAIMER

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

Can Fin Homes Ltd, reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Company's Website (www.canfinhomes.com) and it will become part and parcel of RFP.

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

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INSTRUCTIONS TO BIDDER:

1. Introduction:

Can Fin Homes Ltd, was incorporated in the year 1987, "The International Year of Shelter for the Homeless". The main objective of setting up the company was, promoting home ownership and as well, increasing the housing stock in the country. It is the first housing company to be promoted by a nationalized bank in India. Company is having its Registered office at 29/1, Sir M N Krishna Rao road, Basavanagudi, Bangalore 560004. The company, as on date, is having 180 + Branches, 3 CPCs and 4 CDSCs spread across various locations of the country and all these branches and satellite offices are linked to the Registered Office through a core banking platform. Being a south based company, 70% of its branches are located in southern India and the remaining 30% in Northern India.

2. RFP Objective:

Company invites proposals from competent and authorized Bidders for Supply, Installation, Implementation, Customization, Testing, Training, Onsite Support of Application Software with related hardware for Audit and Inspection for Can Fin Homes Ltd. The offered Software for Internal Audit & Inspection must conform to the latest guidelines issued by NHB/RBI/Other Controlling bodies for conducting Audit/ Inspection of Branches in CBS Environment.

The required solution should be installed at Company Primary Site (PR) and the bidder is responsible to make Disaster Recovery (DR) site (in future) with sync for the proposed application and database. The Bidder should be an OEM or authorized partner or System Integrator, having project team members and support personnel competent enough to install, configure, customize, Integrate, maintain, training and support the proposed solution.

3. Scope of Work:

Can Fin Homes Ltd propose to procure application software with related hardware to implement Risk Based Internal Audit (RBIA). RBIA has been implemented to enable the company to focus on effective risk management and controls, appropriate transaction testing, offering suggestions for mitigating current risks as well as identifying the potential area of risk in the functioning of the company. The application software should provide a seamless integration of various functional and risk monitoring operations of the company.

The scope of work includes following but is not limited to:

3.1 List/module of Audits/Inspections to be covered:

- a. Risk Based Internal Audit/ Inspection (RBIA) including Snap Audit
- b. Credit Audit
- c. Income Audit
- d. Expenditure Audit
- e. Information System Audit
- f. Legal Audit

3.2 Activities/Processes to be covered under Software:

The proposed web based application software for Audit & Inspection should have all the modules required in an audit process such as-

Audit Planning:

- Preparation & Maintenance of audit & inspection related data
- Identification of audit unit
- Preparation & monitoring of audit plan
- Process of identification/empanelment of Internal Auditors
- Scheduling and allotment of units to the auditor/ team of auditors with defined Man-days

Facilitating Audit /Inspection:

- Generation of audit report as per CFHL check list (covering work areas such as Deposits, Credit, Credit Monitoring, Accounting, Legal, Risk Management, Recovery, Administration, Premises, Profitability etc.)
- Making audit reports format (check list) available to auditors
- Facilitating auditors by providing data collated from various system/ solutions of the Company including CBS
- Verification by auditors
- Preparation of Daily shuttle sheets of observations of irregularities/ deviations shuttle sheets
- Branch reply there on regarding rectification of observations.
- Scrutiny of the replies by Inspecting Officer and to ensure rectification or otherwise.
- The data of particular branch shall access parallel by inspecting officer/branch/R.O.

Finalization of Audit:

- Generation of Executive summary out of complete audit report and Risk Assessment.
- Generation of pending observations not rectified during Audit/inspection.
- Generation of due date for closure of audit & inspection report.
- Revenue leakage detected and recovered during current month as well as cumulative figures.
- Preparation of RPRR (Risk Profile and Risk Rating) report and to determine the risk rating of the branch/office.
- Escalation to Registered Office for submission of compliance.
- Verification of compliance and acceptance/ rejection.
- Provision for multiple rejection & resubmission.
- Upon conclusion of RBIA, access of the I.O of particular branch shall be revoked.

3.3 Project Objectives

- The Company intends to appoint competent bidder for Supply, Development, Installation, Implementation, Customization, Testing, Training and Operationalization of Application software with related hard ware for Audit & Inspection of Branches & Offices in CBS environment. The Software must conform to the latest guidelines issued by NHB/RBI/ Other Controlling Bodies for conducting Inspection / Audit of Branches/Offices in CBS Environment.

This would include the following:

- Implementation of web based application for Risk Based Internal Audit (RBIA) with online and offline facility. The offline facility should be provided to upload the audit work done by the inspector during and after office hours. Facility has to be provided to the Inspector to save the work done on local PC/ laptop to upload the same to the system later, when system shall be available to him/her at branch/office.
- The proposed solution should provide option for recording common irregularities pertaining to multiple accounts and generation of reports based on the same.
- Maintenance of various master details such as Internal Auditors list cluster wise for allotment of work/branch, Branch Master, Master details of BO/HO authorizing officials etc.
- Facility to upload relevant branch data (as per requirements of NHB/RBI/ Other Controlling Bodies checklist and guidelines) extracted from CBS or other systems to facilitate Internal/ RBIA etc.
- Facility for calculation of Mandays at Registered Office for branch / office.
- Introduction of various checklists / Reports to verify and make observations in the package.
- Submission of replies by branch / office to audit / inspection observations.

- Verification of replies vis-à-vis observations by Inspecting officer and to record compliance or otherwise.
- Verification of replies at Registered Office and for closure of the reports.
- Monitoring of critical and pending issues, generation of various MIS Reports, Dashboard with drill down and analysis of the data.
- MIS data for analysis, reporting to top management and to support other audits as listed above.
- Preparation of RPRR (Risk profile and risk rating) report and risk rating of Branches/Offices by inspecting officer and confirmed by R.O.

Audit Plan:

- The annual audit plan generated by the proposed System and subsequently approved by the top Management should include the schedule and the rationale for audit work planned.
- It should include audit calendar on the basis of Risk/ other parameters.
- It should also include all risk areas and their prioritization based on the composite risk, subject to regulatory guidelines, as applicable.
- On the scheduled date, the assigned Internal Auditor/ Inspector must have a copy of last RPRR. It should be available in the web-based system itself.
- The Audit plan shall be for a Financial Year (April-March)/ Calendar Year (January-December/ any other duration as per requirement and will cover those branches which will be due for Risk Based Internal Audit as per their Risk Rating/ other parameters in previous RBIA.
- RBIA of a branch may be preponed / postponed on the basis of offsite monitoring /RBIA rating/complaint or as required by the Company.
- Each parameter of control risk is assigned marks as per level of risk identified by the auditor. Percentage of marks of all control risk parameters (Maximum & actual marks awarded) is considered for arriving Control Risk.
- Likewise, Business Risk has predefined maximum marks for scoring.
- Dashboard will be at Central Location and authorized officials of Registered Office/ Top Management should be able to access the same.

3.4 MIS and Dash Board

Data of the audit report to be included in MIS and Dash Board. It should be customized as per Company's requirement. The software should have provisions of exporting various reports in MS-Excel/PDF/MS-Word output towards which Company will advise on requirement of various column heads for various report / data outputs in Excel/ PDF/ Word formats.

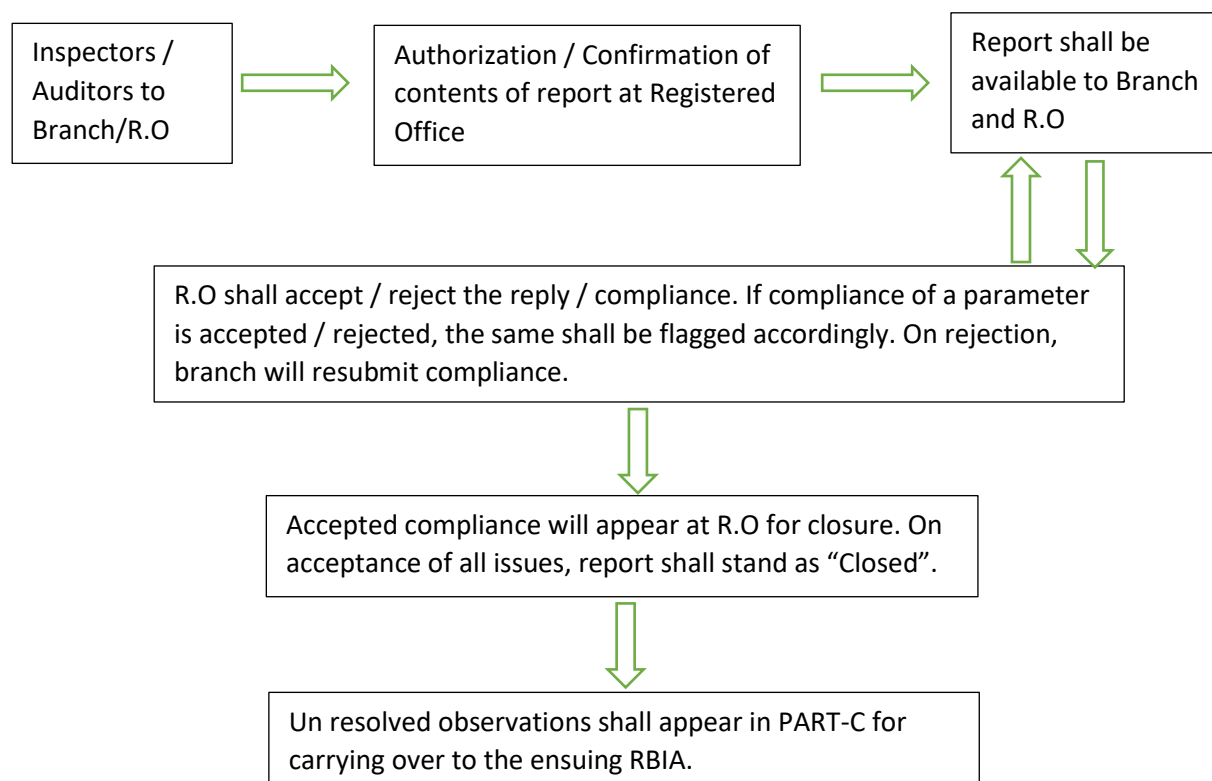
3.5 Audit/Inspection process/workflow:

The internal Audit/ Inspection work flow and process include the following:

- a. Drawing up and formulating Audit Plan
- b. Extraction of data/ reports relating to the Branch/Office
- c. Conducting audit/inspection at the Branch/Office
- d. Submitting observations/ findings by the Auditor/ Inspector with classification of observations under PART-A (Normal observations), PART-B (Serious irregularities which requires immediate attention/compliance) and PART-C (Carried over observations of earlier inspection).

- e. Rectification of irregularities pointed out and Compliance of the observations
- f. Monitoring of the compliance by Registered Office of the progress in rectification of the Irregularities, observations/findings.
- g. Compilation of the audit/inspection reports with observations, findings and preparation of RPRR along with executive summary.
- h. Review and closure of the Audit Reports,
- i. Analysis of the findings based on risk levels, nature of irregularities, geographical analysis, branch category-wise, amount-wise, based on pendency, etc.
- j. Compilation of summarized notes containing detailed information on irregularities observed, progress in rectification, risk level of branches for placing to the Top Management/ Audit Committee of Executives/Audit Committee of Board and Board of Directors
- k. Convening meetings of inspectors/ auditors with Branch Managers and officials of Registered Office regarding the findings, observations, difficulties faced, suggestions, systemic changes required, if any, etc.
- l. Placing reports/notes before the Top Management in respect of major findings/ irregularities, status of compliance, action plan monitoring, etc.

3.6 Flow of Audit Reports



3.7 Operationalization of Audit Software.

Supply, development, Installation, Implementation, Customization, Testing, Training and Operationalization of Web based Application software with related hard ware for Audit & Inspection of Branches in CBS environment. Officials of Company will do the USER ACCEPTANCE TEST (UAT) on all the modules and will provide the sign off for each module individually. Software shall be deemed to have been accepted only after Company's acceptance of all modules.

3.8 Project Scope:

1. The company has 180 + Branches, 3 CPCs and 4 CDSCs besides various departments at Registered Office, which are subject to inspection/audit.
2. Implementation of web based solution for Risk based Internal Audit (RBIA)/ IS Audit etc. with online and offline facility. The offline facility should be provided to upload the audit work done by the inspector during and after office hours. The Inspector should have the facility to save the work done on local PC/Laptop to upload the same to the system later on when system shall be available to him/her at Branch/Office.
3. The proposed solution should be able to cover the audit/ inspection of all branches with further scalability to cover new branches opened from time to time.
4. The software solution should be able to deliver the following:
 - a. Bidder should be able to Supply, Development, Installation, Implementation, Customization, Testing, Training, Operationalization and Maintenance of the web based solution/software along with related hardware for internal audit of Branches/Offices across the Company.
 - b. The solution should work seamlessly throughout the Branches and Offices of the company including present and future branches/ offices.
 - c. The solution should be able to extract and make data /information available for conducting of audit/ inspection and automate the entire audit process.
 - d. The proposed solution should have the various audits configured in the system. The Company should be able to conduct the audits with suitable checklists as per changing needs/requirements which should be made available in database. Any changes in formats or checklist should be easily available in the software.
 - e. The solution should facilitate workflow automation.
 - f. The software should have the provision for uploading the Company's updated guidelines/circulars/manuals from where the user can refer for easy and ready reference.
 - g. Introduction of various checklists, generation of reports to scrutinize, analyze, make observations, rectifications thereof, scrutiny of rectifications/compliance and preparation of concluding report besides reporting to the top management.
 - h. Monitoring of critical and pending issues, generation of various MIS Reports and analysis thereof.
 - i. Any changes in checklist (Addition/Modification/ Deletion), changes in scoring system etc. shall be done at free of cost.
 - j. The Bidder needs to ensure, all the changes provided by Inspection & Audit team has been successfully implemented before UAT signoff.
 - k. Besides the above, the software shall meet all the requirements mentioned under “**Project Objective**”.
5. The bidder shall not charge any Change Request (CR) cost for the initial 3 years (inclusive of warranty period of one year) from the date of GO LIVE.

3.9 TECHNICAL SPECIFICATIONS

3.9.1 The Company is presently using the following major solutions for its activities:

Type of System	Application	Database
CBS	VB.Net	SQL Server 2016

3.9.2 Branches are presently using bandwidth - Leased Lines/RF of 128 KBps, 256 KBps, 512 KBps and 2 MBps etc..

3.9.3 The proposed solution should be capable of -

- Running on existing bandwidth of branch /office in shared mode at minimal bandwidth without any impact on performance of existing application.
- Collecting the data from these environments and easily map to any other related solution. The cost of Integration of audit software with Core banking system, if any, will be borne by the bidder.
- Scalability to integrate with higher version of CBS and other software shall be at free of cost.
- Web- based URL where clients/ users should be able to connect to the server.

3.9.4 The software should have the following general features:

- Easy to use GUI based software.
- Highly scalable architecture.
- No impact on the performance of the source / destination system to which it is integrated.
- Parameterized review options to define set of rules as & when required.
- Facility to define workflow as per the rules defined by the Company.
- Provision to store all types of audit reports centrally for future check/ reference/ requirements.
- Provision for archival and retrieval of old records related to audit/ inspection.
- HTTP caching thereby reducing the Bandwidth requirement.
- Maintaining of logs for audit trail and access details should be preserved for various purposes.
- If Maker Checker facility is required in future, the same needs to be made available in the software without any additional cost to the company.

The bidder shall provide detailed solution architecture showing all internal components of process workflow.

3.9.5 The solution should have facility like User Management. The user-management should be available to Administrator(s), which shall be at Registered Office. The solution should provide option to create users and assign with different user roles with different powers.

3.9.6 Hardware sizing:

- a) The Bidder shall be responsible to arrive at the server hardware sizing, its configuration and specifications and related software for the application required as per the RFP.
- b) The Bidder should size for adequate hardware along with its related software (OS, Database, Anti-virus, etc.)
- c) The hardware sized for the applications should be redundant & scalable.
- d)

3.9.7 Enterprise license on proposed Software solution

- a. The license for the proposed solution to be an Enterprise level for the module(s) offered without any constraint on number of branches/offices/users or concurrent users for the Company's operations.
- b. The solution will be installed at Company's Data Centre at Bengaluru
- c. Enterprise License would mean - Unlimited Client License for Branches/Offices/Users of the Company (present as well as future) as well as DR setup if the Company decides to go for.
- d. The Bidder has to ensure that the supplied software is legal version and no pirated software should be supplied to the Company.

3.9.8 Disaster Recovery Mechanism

- The proposed system must be capable of and compatible for Disaster Recovery Implementation. If the Company decides to go for DR setup in future, the successful bidder should implement disaster recovery infrastructure and applications at Disaster recovery site with no additional license/implementation cost to the company.
- The bidder has to submit the technical architecture relating to data replication between primary and secondary site including replication bandwidth requirement.

3.10 FUNCTIONAL REQUIREMENTS

3.10.1 Users in audit system and their functions

Various users of Audit & Inspection Application Software and their functions in brief are furnished below:

The users will be largely Company's serving /contract employees.

- a) Inspectors - Internal or a group of internal auditors with or without a team leader

Tasks to be performed are -

- Uploading the branch data for audit purpose
- Entry of records chosen for verification
- Recording of observations/deviations and other comments
- Acceptance and closure of compliances
- Preparation of report and Periodical reporting

- b) Branch Functionaries - Branch Head

- Compliance, allocation for compliance and approval/ return of compliance submitted. Periodical reporting of status of compliances
- Submission of comments on periodical status reports received
- Generation of other MIS reports
- Compliance recording and submission for approval/closure

- c) Registered Office functionaries -

- MIS on status and trends and summaries
- Comments/remarks on periodical status reports receipt for return to branches
- Modifications in reply, comments and follow-up for closure
- Validating the Risk Ratings given by the inspectors after a review
- Closure of Audit report

3.10.2 Work areas in Audit / Inspection

Internal Inspectors / Auditors are required to carry out Risk based Audit and verify various types of risks, viz., Business Risks and Control Risks to comply with Statutory/Regulatory guidelines etc. Business Risks consists of Credit Risk, Liability Risk, Operational Risk and Earning Risk. The Control Risk Credit Risk control, Operational Risk Control, Management Risk and Compliance Risk. Besides, they conduct various other specified audit modules as mentioned in the document.

3.10.3 The broad functional requirements for the solution include but not restricted to the following:

- a. Capability of customization as per the requirements of the Company and it should conform to the latest guidelines issued by NHB / RBI/ Other Controlling bodies and to be adapted as per need of the Company, to be modified from time to time.

- b. Option to parameterize / change parameters any time on risk analyses methodology. Marking pattern, application of risk weightages, etc. at any time.
- c. Capability to support assigning level of risks such as High, Medium, Low etc. along with Risk Matrices for the unit of Audit. These levels should be user definable. It should be possible to extract a Branch wise / Company as a whole list of irregularities of a given level of risk.
- d. Capability to support end-to-end audit process including audit planning, testing and evaluating controls, making observations, reporting and follow-up.
- e. The functionality to store the ratings. It should be possible to store the ratings for earlier years also and generate various type of reports based on the ratings.
- f. The software should enable/aid the Company in recognizing and evaluating:
 - i. The control environment in various areas and gaps, if any, in control mechanism, which might lead to frauds, identification of fraud prone areas.
 - ii. Capability to generate audit plan for the financial year, provision to make changes in the plan, compare the actual audits with the Audit Plan and point out deviations.
 - iii. Able to generate letters/ email for the communication with Branches. The Registered office should be able to generate reminders through letters/email/SMS, etc. in respect of branches where the inspection reports are pending.
 - iv. Option to generate multiple reports on different parameters with different formats.
 - v. The solution should give reports on overall risk of individual group of branches/ region and Company as a whole.
 - vi. The solution should store the status regarding various Inspection reports such as open, closed, partial rectification, closed with open/pending items. Company should be able to define such parameters.
 - vii. The solution should give multiple option for view / print / save/ export in excel / pdf/ word format for various reports generated.

3.10.4 Following levels of checklists/observations are required, date-wise for Inspectors/ Auditors:

- a. Product/Scheme/Branch specific and account based;
- b. Activity specific and transaction based.
- c. Compliance based such as KYC etc.
- d. Checklist of Compliances - product and transaction specific.
- e. Broader Response on Compliances/Non Compliances.
- f. Possible reasons for each item of non-compliances along with provision for remarks.
- g. Account/Transaction level aggregation of no. of compliances required and no. of non-compliances.
- h. Compliance Officer/Branch Head/Designated Functionary, with suitable hierarchy with higher level having facility to re-direct for compliance.
- i. Date-wise, or product/ activity wise list of non-compliances reported with provision for recording compliance and submission to auditor.
- j. Summary of non-compliances (to include compliances submitted - to be accepted by Inspector / Auditor, compliances accepted by Inspector / Auditor and closed) with drill-down with provision for compliance and submission to Inspector/ Auditor.
- k. Compliances to capture user id and date of compliance.
- l. MIS: Aggregation of Deviations, Outstanding Items for Compliances, customized reports for Inspection and Audit Department. Dashboard for 360-degree view of non-compliances under various heads and compliance life-cycle.
- m. The check list would cover all areas including Deposit, Loans, Accounts, Transactions, Collections, Legal, Documentation, Recovery, NPA & other services, Branch Security, Third party products, IT procedure and security, Customer Service etc.

3.10.5 Project Completion Time line: Total 14 weeks

The schedule of activities towards completion of the project is given below:

Time	T	T+2 Weeks	T+4 Weeks	T+8 Weeks	T+10 Weeks	T+12 Weeks	T+14 Weeks
Activity							
Purchase Order							
SRS (System Requirement Specification)							
Hardware Delivery + Software Delivery							
Customization /Parameterization							
Training on UAT environment							
UAT acceptance							
Onsite support at RO (Inspection & IT Department)							
Go Live							

T= Date of purchase order

Description:

1. 2 weeks for preparation of System Requirement Specification (SRS) from the date of purchase order.
2. 6 weeks for customization / parameterization from date after preparation of System Requirement Specification (SRS).
3. 6 weeks for UAT and going live including data migration and interface development from completion of customization / parameterization.

3.10.6 Customization of the Software

On awarding the contract, the successful bidder should discuss with core users of the Company for understanding the functioning of the existing process and gap analysis. He shall prepare a customization document in addition to SRS based on the gap analysis and other requirements of the RFP. The customization document should provide the plan in detail based on the criticality of the requirements.

3.10.7 User Acceptance Test of Software

The Company conducts 'User Acceptance Test' (UAT) for the SOFTWARE (web based) of all the audit modules mentioned in clause 3.1 in CBS Environment. UAT to be conducted for selected branches / departments for all modules. In order to ensure that all the functional requirements are available

Implementation of Audit Software with related Hardware.

as per SRS, it will be the successful bidder's responsibility to create the testing environment by using production infrastructure, test plan and share possible test cases for testing the product features and assist the Company in the entire testing phases. The Company will accept the developed/ customized software only after implementation of the software with successful conduct of acceptance testing by audit /inspection team users. Software will be considered to be accepted only after the Company issues an acceptance letter to the successful bidder. The Application software has to adhere to the risk analysis and security features testing by the Company's Audit team or a third party appointed by the Company, if so desired by the Company.

3.10.8 Training

Successful bidder shall organize for training (familiarization) to the Company's team as follows:

- 6 days training is for company's Technical and Inspection team before UAT without any additional cost to the Company.
- Module wise Job cards to be provided (both in Hard and Soft copies) to all the trainees along with illustrations for each type of transactions, including relevant system generated transactions.

3.10.9 Technological Up gradation

Further, the vendor should upgrade equipment's with the latest software versions as part of technological upgradation i.e., equipment OS upgradation, application upgradation etc., as and when required, without any additional cost. Vendor will sign up back-to-back contract with the OEM for regular upgrades.

The bidder on monthly / quarterly basis shall do preventive Maintenance / Patch Management / upgradation during the contract period.

3.10.10 Audit by Third Party

Company or its authorized representative or NHB/Reserve Bank of India (RBI)/ Other Controlling Bodies may audit the operations of vendor, which is related to activities assigned to them.

3.10.11 Security

The successful bidders' proposal must include a plan to safeguard the confidentiality of the Company's business information, legacy applications and data.

3.10.12 Project Review

Successful bidder has to engage an experienced onsite Project Manager for this assignment, who should have direct experience of successful implementation/ management of one large AUDIT SOFTWARE (WEB BASED) project for a banking/ financial organization preferably in last 2 years.

A certificate to that extent is required to be produced from the user Banker (signed by Head (Audit/ Inspection) /Deputy Head (Audit/ Inspection)).

Detailed Project review must be conducted during project execution at no additional cost. These reviews are required weekly with the project leaders/ project manager or steering Committee level (of successful bidder and the Company) respectively. The review will be in order to monitor progress of the project and take necessary corrective action, if required. The successful bidder will submit weekly reports regarding the progress of work along with the corrective actions/ suggestions and risk management plan. Any document submitted by the successful bidder should be properly backed up by quality review documents.

3.10.13 Authenticity of Software

The successful bidder shall authenticate that the software supplied to the Company are licensed, legally obtained and will not require any further licensing costs. Any other costs or any other software purchase to meet the above mentioned operations should be borne by the bidder.

3.10.14 Escrow Arrangement

The bidder should either provide the source code itself with necessary documentation or arrange to keep it under escrow arrangement.

Costs for the Escrow shall be payable as mutually agreed. As a part of the escrow arrangement, the final successful bidder is also expected to provide a detailed code documentation of the Audit & Inspection application software solution, which has been duly reviewed by an external independent organization/consultant of the Company. The Company and the successful bidder may enter into such escrow arrangement that is mutually agreed upon by the two parties.

The escrow will be released and become the property of the Company in the event that the agreement is terminated for either default or insolvency or should the successful bidder cease, or give notice of intention to cease providing maintenance or technical support service for the software as required by the agreement.

3.10.15 Monitoring & Audit

Compliance with security best practices may be monitored by periodic system security audits / Information Security Audits performed by or on behalf of the Company. The periodicity of these audits will be decided at the discretion of the Company. These audits may include, but are not limited to, a review of; access and authorization procedures, backup and recovery procedures, network security controls and program change controls. The successful bidder must provide the Company auditors/or auditors appointed by the Company, access to various monitoring and performance measurement systems. The successful bidder has to remedy all discrepancies observed by the auditors at no additional cost to the Company and hence will ensure all necessary compliance.

For service level measurement, as defined in SLA, data recording is to be captured by the industry standard tools implemented by the Successful bidder. These tools should be a part of the proposed solution.

3.10.16 Acceptance of Terms and Conditions

The bidders participating in the tender process should give an Acceptance Certificate as per Annexure-V for all the points mentioned in the tender. Otherwise, their offers are liable to be rejected.

3.10.17 No liability of Company towards employees / agents of successful bidder

Notwithstanding anything contained herein before and hereinafter, the Company shall not be liable in any manner for making any payment to any employee or agent of the successful bidder;

- (i) For the services rendered in and for the Company by such employee or agent, as the case may be, towards performance of the contract to be entered into between the Company and the successful bidder, on express or implied instructions of the successful bidder.
- (ii) For any claim accrued or claimed to have accrued in favour of such employee or agent arising due to such services and /or due to any consequences of such services as aforesaid, under any law.

3.11 General Terms & Conditions

- 3.11.1 The application should have an automated workflow across all processes covering the entire audit work.
- 3.11.2 The application should be flexible and configurable to the user requirements dynamically.
- 3.11.3 The application should enable in achieving the object of paperless movement of data across the company.
- 3.11.4 The bidder is expected to conduct a comprehensive study of the Company's operations for capturing the user requirements to define the System Requirement Specifications (SRS).
- 3.11.5 The SRS preparation team of the successful bidder should be experienced, with full functional knowledge of the software. The Company reserves the right to ask for replacement of any team member if the Company feels he/she is not adequately qualified for the same.
- 3.11.6 The SRS document shall be signed by the Company on acceptance of the same.
- 3.11.7 The successful bidder has to submit a document containing the following:
 - Overview of the Process
 - Process flow diagrams including exceptional situations
 - Functional Description of each step
 - Database Schema for the Module
 - Interaction logic of the modules with other Modules
 - Configuration of each module / customization including field description indicating data input format including details of all related parameterization (standard available or customized)
 - Transaction flow between modules / customizations / interfaces
 - Restrictions to data entry
 - Optional, Mandatory fields
 - List of reports related directly/ indirectly to module(s)/ customization/ interface
 - Layout of each report and related customizations
 - Description and field description of each report
 - IT Security and Backup Architecture and parameterization with relevant details
 - Abbreviations and Acronyms
 - Handling of Logs
 - User Manual and on-line tutorial
 - Application Performance Measurement Matrix
- 3.11.8 Supplying Hardware/Servers and its related Softwares is under this RFP scope, the bidder should supply, install, assess and specify the appropriate configurations of required Hardware, Operating System and Database for installing the proposed application at Can Fin Homes Ltd DC. As of now DR is not in the plan, in future DR site may be planned, proposed solution should be seamlessly sync with DR site without any additional cost.
- 3.11.9 The proposed solution should be capable to work on Virtual Cloud Model which supports windows server 2016 and above.
- 3.11.10 The application should work on SQL Database with latest version (Upgradable / Down gradable) since our core banking solution of CFHL is running with SQL Database. In future, if database may migrated to Oracle or others, the proposed solution should be seamlessly integrate with DC site without any additional cost.

- 3.11.11 Vendor should ensure that closure of all VAPT / IS AUDIT observation for the proposed setup & within time frame stipulated by CFHL without any additional cost to the company.
- 3.11.12 The application should have an interface with Core Banking Solution of CFHL to obtain the required related data.
- 3.11.13 The web based solution should support all web browsers, Windows version: 8, 8.1 and above and should not change any configuration of PCs / Desktops / Scanners used at the branches.
- 3.11.14 Branches / Inspectors should be able to login through separate user-id and password. System should allow the users to add or modify based on configured workflow by CFHL official. The activities of every user in workflow should be logged by the system automatically for each record and the same should be maintained. The same can be communicated through automated e-mail also on daily basis as alert.
- 3.11.15 The Proposed solution should be capable to show Cluster Wise/Branch wise no. of pending Inspection observations as per CFHL requirement and should be capable to generate reports in multiple formats - PDF, RTF, HTML, CSV and XSL/XLSX. User can configure the columns and print settings - header, footer etc.
- 3.11.16 End users (Registered Office/Branch wise) should be capable of scheduling the report generation by specifying the frequency / timings in the proposed solution and should be able to generate MIS reports as per CFHL requirement without any additional cost to CFHL.
- 3.11.17 The proposed solution should have the ability to delete, modify or remove the configured workflows, if they become redundant or obsolete as per CFHL requirement and there should be sufficient logs for every action.
- 3.11.18 The proposed solution should have ability to integrate and extract data from other application such as CBS (Core Banking Solution), DMS (Document Management System), etc. as per CFHL requirement.
- 3.11.19 Detailed process documentation, Standard Operating Procedures and management of solution should be created and submitted to CFHL before project signoff.
- 3.11.20 The successful bidder has to provide support by providing with one dedicated resource at our Registered Office to manage, co-ordinate with branches and troubleshoot the application related issues for minimum period of six months after go live and he/she needs to enable & train CFHL resources to do the same.
- 3.11.21 The Bidder should provide 1-year warranty on post project Go Live and adequate support to CFHL. For TCO calculation, cost of ATS (Annual Technical Service) for 1 year has been considered and same rate will be fixed for further 4 years.
- 3.11.22 Vendor should provide user manuals, technical manuals to the Company for future reference, guidance and use.
- 3.11.23 Vendor should provide training to the CFHL project team and the user team. Training must cover both online and hands on sessions. Necessary training material and documents must be provided to the participants and Training cost to be borne by the bidder.
- 3.11.24 The application software should be capable of taking input data as well as generation of report based on the requirement provided by Inspection and Audit Department of the Company from time to time.

4. Eligibility Criteria:

A vendor submitting the proposal in response to this RFP shall hereinafter be referred to as 'Bidder' and Supply, Customization, Installation, Implementation, Integration and Support of Software with related hardware for Audit and Inspection Workflow in the Company shall hereinafter be referred as "Solution".

Interested Bidders, who can Supply, Customization, Installation, Implementation, Integration and Support of Software with related hardware for Audit and Inspection Workflow in the Company and meeting the following Eligibility Criteria may respond:

Sl. No.	Eligibility Criteria	Documents to be submitted with this RFP
1.	The Bidder should be a registered Company in India as per Indian Companies Act, 1956 or Indian Companies Act 2013.	Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company or Certificate of incorporation in case Private Limited Company, issued by the Registrar of Companies. The registration no. of the firm /company along with Sales Tax no. / Valid IT Certificate /Certificate of Incorporation.
2.	The bidder must be an OEM or their authorized partner/representative/system integrator. Bidder needs to furnish the authorization letter from Original Equipment Manufacturer in case of authorized partner/representative/system integrator.	If the applicant is Manufacturer, they should have manufacturing and testing facilities of international standards and should enclose the details of locations where the manufacturing and testing facilities are available. If the bidder is an Authorized Dealer, an Authorization letter from their OEM to deal/market their product in India and it should be valid for a minimum period of 5 years period. Manufacturer / Dealer / Distributor/System integrator Certificate.
3.	The Turnover of the Bidder should be minimum Rs.5 Crores per year during last two financial years (i.e. 2017-18, 2018-19)	1. The Bidder must produce a certificate from the Company's Chartered Accountant to this effect. 2. Audited balance Sheet for last 2 Years (i.e. 2017-18, 2018-19).
4.	The Bidder should have their support offices / local representative in BANGALORE to support the solution.	The Bidders to furnish self declaration that they will establish a support office at Bangalore at the time of starting of the project, if the bidder does not have a support office at present. If the bidder is having their existing service centre in Bangalore, infrastructure details like contact details with postal address, local Contact Person Name, Address, Phone No, Mobile No, Email etc. shall be furnished.
5.	The proposed solution should be running & implemented successfully in	The bidder must produce required certificate clearly mentioning the successful implementation

	at least 1 Banks/HFCs (Housing Finance Companies) in India	of proposed solution from the organization where it was implemented with PO number and date.
6.	The Bidder/OEM should have 5 yrs. of experience in software development in Banks/ HFCs and 5 yrs. of experience in Audit and Inspection Application Software in at least 1 Banks/HFCs (Housing Finance Companies) in India	The bidder must produce required certificate clearly mentioning the successful implementation of proposed solution from the organization where it was implemented.
7.	The equipment's/ devices / software offered for this RFP should be from OEM, who have direct presence of representatives in India and should have supplied in India during last 3 financial years.	The bidder must produce certificate from OEM
8.	The Bidder should have Net Profit before tax and interest during last two financial years. Audited Balance sheet or Profit/Loss statement of the firm to be provided for last two financial years i.e. 2017-2018 & 2018-19. In case the audited balance sheet and P&L Statement have to be submitted duly attested by the certified auditors.	The bidder must produce related certificates (Audited Balance Sheet for last 2 years i.e 2017-2018, 2018-19)
9.	The Bidder should provide undertaking that all offered hardware & software are not End of sale in next 5 year and End of support till entire contract period.	The bidder must produce certificate from OEM
10.	The Bidder should not be a blacklisted/debarred company as on date of submission of RFP by any Government entity, Bank or Financial Institutions.	Bidder should submit notarized declaration to this effect in Letter Head.
11.	The Bidder should not been involved in any legal case that may affect the solvency existence of their company or in any other way that may affect capacity to provide/continue the services of the company.	Bidder should submit notarized declaration to this effect in Letter Head.

5. Cost of RFP (Non-refundable) and Earnest Money Deposit (EMD) (Refundable):

Bidder is required to pay Rs. 5,000/- in the form of Demand Draft from a Schedule Commercial Bank in favour of Canfinhomes ltd payable at Bangalore towards cost of RFP at the time of bid submission.

Bidder should deposit EMD of Rs.1,00,000/- in the form of Bank Guarantee (BG), issued by a scheduled commercial Bank. The EMD should be submitted at the time of bid submission.

No interest will be payable on the Bid Security amount. Bid Security of unsuccessful Bidders will be refunded to the bidders only after completion of the bid process.

Bid security to successful bidder will be released after delivery and installation of all equipment's.

EMD will be forfeited in the following cases:

5.1 If a bidder withdraws its bid during the period of bid validity and/or

5.2 In case of a successful Bidder, if the Bidder fails:

- a. To execute the Contract within the stipulated time and/or
- b. To furnish Performance Security within the stipulated time and valid till the end of warranty period.
- c. The Bidder refuses to accept purchase order or having accepted the purchase order, fails to carry out his obligations mentioned therein.

6. Bidding Document:

The Bidder is expected to examine all instructions, forms, terms & conditions and functional & technical specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

7. Amendment of bidding documents:

- 7.1 At any time prior to the date for submission of bids, the company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP documents by amendments.
- 7.2 Amendments, if any will be notified through CFHL web site/email to all prospective Bidders, which have received the RFP documents and will be binding on them.
- 7.3 In order to provide, prospective Bidders, reasonable time to take the amendment into account for preparing their bid, the company may, at its discretion, extend the last date of submission of bids.

8. Terms of execution of work:

- 8.1 The Bidder shall deliver the solution within 4 months from the date of acceptance of the Purchase order. In case of delay in delivery of application and required software, penalty will be charged as mentioned in Liquidated Damages clause.
- 8.2 The Bidder shall complete the installation and configuration within 8 weeks from date of acceptance of Purchase Order. Any delay beyond stipulated period will attract additional penalty, as mentioned in the LD clause. Part of the week will be considered as full week.
- 8.3 The Bidder should have adequate number (min 4) of proposed solution (as quoted in bid) certified personnel / expertise in implementing such solution certified by OEM. The Bidder should submit a declaration specifying name, designation, qualification and experience of the staff with the Bid.

9. Location to be covered:

The application being procured will be installed on Primary site (Data Centre) in Bangalore. However, the Company reserves the right to change locations/add new locations as per company's requirement.

10. Bidding Process (Three Part Offer):

Bid shall have the following 3 (Three) parts; Eligibility conformity, Technical & Commercial. The three parts must be submitted at the same time but in separate sealed covers, giving full particulars, addressed to the Asst. General Manager (IT), Can Fin Homes Ltd, 29/01 - SIR M N KRISHNA Rao Road and duly super-scribed "Eligibility conformity for Implementation of Application Software for Audit and Inspection for Can Fin Homes", "Technical Proposal for Implementation of Application Software for Audit and Inspection for Can Fin Homes" and "Indicative Commercial for Implementation of

Application Software for Audit and Inspection for Can Fin Homes”. These covers should also indicate name, address and contacts of the bidder submitting the offers.

10.1. Part-A - Eligibility Conformity:

Indicating their compliance to Eligibility Criteria. The format for submission of Conformity to Eligibility Criteria is as per **APPENDIX-A**.

10.2. Part-B - Technical Proposal:

Indicating the response to the Technical and Functional requirement specification for Implementation of Application Software for Audit and Inspection for Can Fin Homes. The format for submission of Technical Proposal is as per **APPENDIX-B**. Technical proposal will NOT contain any pricing or commercial information at all.

10.3. Part-C - Commercial Proposal:

Furnishing all relevant information as required as per Bill of Material as per ANNEXURE-XVII. The format for submission of Commercial bid is as per **APPENDIX-C**.

In the first stage, only **Part-A** will be opened and evaluated. Those bidders satisfying the eligibility criteria as determined by the CFHL and accepting the terms and conditions of this document shall be short-listed for **Part-B**.

The offers should either be hand delivered at the given address before the stipulated date and time. In case designated date of bid submission is declared to be public holiday, the same may be extended to next working day.

11. Preparation of Bids:

11.1 The Bid shall be typed or written in English language 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 in all pages of the Bids, except for un-amended printed literature.

11.1.1 The three parts as stated above should be placed in three separate envelopes super scribed with ‘Conformity to Eligibility Criteria’, ‘Technical Proposal’ and ‘Commercial Bid’ respectively and properly closed and sealed. Thereafter, all the three envelopes shall be placed inside another envelope and properly closed and sealed. The final envelope should be super scribed as “Offer for Implementation of Application Software for Audit and Inspection for Can Fin Homes in response to RFP-IT-01/2019-20 Dt.12/09/2019” (includes separately sealed ‘Conformity to Eligibility Criteria’, ‘Technical Proposal’ and ‘Commercial Bid’) on the top of the envelope.

11.1.2 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 are without authentication will be liable for rejection. Authorization letter for signing the Bid documents duly signed by Company’s Authorized signatory should be submitted.

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

11.2 Part-A - Conformity to Eligibility Criteria:

11.2.1 Before submitting the bid, the bidders should ensure that they conform the eligibility criteria as stated in clause-4 of RFP. Only after satisfying themselves of the eligibility, the Offer should be submitted.

- 11.2.2 The Conformity to Eligibility Criteria as per **ANNEXURE-III** among others, must contain Demand Draft towards the cost of the Bid document as per stated in the clause-5 of RFP. The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for, as per **APPENDIX-A**.
- 11.2.3 Bid security of 1,00,000/- (Rupees One Lakh Only) in the form of a Bank Guarantee for 1,00,000/- (Rupees One Lakh Only) issued by any Scheduled Commercial Bank in favour of Canfinhomes ltd valid for minimum 1 year from last date of submission of bid. EMD & RFP Document cost should be submitted at the time of bid submission.
- 11.2.3 After ensuring the above, it shall be placed inside a separate Envelope and sealed and scripted on the top of the cover as “PROPOSAL-PART-A for Implementation of Application Software for Audit and Inspection for Can Fin Homes in response to RFP-IT-01/2019-20 Dt.12/09/2019”

11.3 Part-B - Technical Proposal:

- 11.3.1 Technical Proposal should be submitted as per the format in **APPENDIX-B**. Relevant technical details and documentation should be provided along with Technical Proposal.
- 11.3.2 It is mandatory to provide the technical details of the Solution required by the Company in the exact format of ANNEXURE-X of this tender.
- 11.3.3 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.
- 11.3.4 The Company shall not allow / permit changes in the technical specifications once it is submitted.
- 11.3.5 The Technical Proposal is to be sealed in a separate Envelope super scribed on the top of the cover as "Part B - Technical proposal for Implementation of Application Software for Audit and Inspection for Can Fin Homes in response to RFP - IT-01/2019-20 Dt.12/09/2019”.
- 11.3.6 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, as per **ANNEXURE-XV** and should not contain any price information. The Part B-Technical Proposal should be complete and should cover all products and services.

11.4 Part-C - Commercial Bid:

- 11.4.1 The Commercial Bid is to be sealed in a separate Envelope super scribed on the top of the cover as “PART-C Commercial Bid for Implementation of Application Software for Audit and Inspection for Can Fin Homes in response to RFP-IT-01/2019-20 Dt.12/09/2019”.
- 11.4.2 Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. The Commercial Bid should give all relevant price information as per **ANNEXURE-XVI**. Any deviations from the Bill of Material / non-submission of prices as per the format shall make the bid liable for rejection.
- 11.4.3 Under no circumstances the Commercial Bid should be kept in Part-A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) Covers. **The placement of Commercial Bid in Part A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) covers will make bid liable for rejection.**

11.4.4 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 Implementation of Audit Software with related Hardware.

Bid, except that the Technical Proposal should not contain any price information (with Prices masked). Technical Proposal without masked Bill of Materials will be liable for rejection. Any change in the Bill of Material format may render the bid liable for rejection.

11.4.5 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.

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

12. Offer Validity Period:

The offer should remain valid for a period of at least 1 Year from the date of the bid submission.

13. Late Bids:

Any bid received by the Company after last date and time of submission of bid prescribed by the CFHL, may be rejected and/or returned unopened to the Bidder. Company reserves right to accept (or) reject any such bids without assigning any reason thereof.

14. Erasures or Alterations:

Technical details and commercial quotes must be completely filled up. The corrections or alterations, if any should be authenticated. In case of corrections/alteration not properly authenticated, the offer will be liable for rejection.

15. Modification and/or Withdrawal of Bid:

The bidder may modify or withdraw its bid's submission, provided that written notice of the modification or withdrawal is received by the CFHL prior to the deadline prescribed for submission of bids.

The Bidders' modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance to the provision of Para "Submission of Bids", with the envelope additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate. The withdrawal notice may also be sent by fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

- No bid will be modified after the deadline for submission of bids.
- No bid may be withdrawn in the intervening period between deadline for submission of bids and expiration of period of bid validity specified by the bidder in the submitted bid.
- No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

16. Price Composition:

16.1.1 The commercial should be quoted in the indicative bill of Material form attached to this bid (ANNEXURE - XVII).

16.1.2 The prices should be firm and not dependent on any variable factors and expressed in Indian Rupees.

16.1.3 The prices should be inclusive of all costs including GST, taxes, duties, levies etc to be charged. During the offer validity and subsequent contract period, the bidder will absorb any upward revision of prices in case of custom duties, levies, Govt. duties etc. In case of downward revision of GST, Govt. taxes, levies, etc. the same should be passed on to CFHL.

16.1.4 ATS charges and other maintenance expenses as applicable should also be mentioned in the offer.

17. Price Freezing:

For software, the prices finalized shall remain valid for 1 year from the date of PO acceptance. However, ATS prices of Software will remain valid for 4 years for all software post warranty (period of 1 year).

For hardware, the prices finalized shall remain valid for 1 years from the date of PO acceptance. However, AMC prices of hardware will remain valid for 4 years for all hardware maintenance/security patching on post period of 1 year. OEM warranty on server hardware should be covered for 3 years.

18. No Price Variations:

The commercial offer shall be on a fixed price basis. No upward revision in the price would be considered except increases in GST, customs duty, excise tax, sales tax, etc. Any change in the GST, service tax and or any such type of tax will be to the account of company.

19. Tender / RFP Cancellation:

The Company reserves the right to cancel the Tender/RFP at any time without assigning any reasons whatsoever.

20. Opening of Offers:

PART-A Conformity to Eligibility Criteria offers will be opened on 03.10.2019 at 15:30 hrs. The representative of the Bidder can be present for the opening of the Eligibility offers. No separate intimation will be given in this regard to the Bidders, for deputing their representative. In case designated date of bid submission is declared to be public holiday, the same may be extended to next working day.

21. Evaluation Criterion:

The technical evaluation and the commercial evaluation shall have the weightage of 70% and 30% respectively and this weightage shall be considered for arriving at the successful bidder.

Minimum Qualifying Score will be 70%. In case there is only one bidder above 70% ,then the next highest bidder with score not less than 60% may be considered for further evaluation at Company's discretion. No clarification regarding scoring at any stage will be entertained by the Company. Company is not bound to share the scoring marks and any explanation with the bidders. Company's decision regarding scoring and evaluation is final.

The evaluation methodology vis-à-vis the weight-ages are as under:

21.1 Evaluation of Technical Bids:

21.1.1 The Company's evaluation of the technical bids will take into account the following factors and based on such evaluation the technically qualified bidders will be short-listed:

- a) Conformation to pre-qualification criteria.
- b) Compliance of terms and conditions stipulated in the RFP duly supported by certified documentary evidence called for therein.

- c) Submission of duly signed compliance statement as stipulated in ANNEXURE - XII. Details / Brochures containing data centre infrastructure facilities are to be enclosed.
- d) Review of written reply, if any, submitted in response to the clarification sought by the Company, if any.

21.1.2 CFHL reserves the right to reject an offer under any of the following circumstances:

- a) Bid security is not submitted.
- b) Document fees is not submitted.
- c) Offer is incomplete and/or not accompanied by all stipulated documents.
- d) Offer is not in conformity with the terms and conditions stipulated in this document.
- e) Specifications stipulated in ANNEXURE - X and XV is not met. However, deviations resulting in higher/superior configuration will be accepted.
- f) Unpriced Commercial Offer is not submitted along with Technical Offer.
- g) Format of Commercial Offer differs from unpriced commercial Offer

Criteria for evaluation of technical bids are as under:

Criteria	Evaluation Parameters	Sub Scores
The number of production Implementations completed in Banks/HFCs (Housing Finance Companies) in India **	Implementation in 1 Bank/HFC (Housing Finance Companies)	20
	If servicing No. of branches of Bank/Banks/HFC by the bidder is more than 5000	5
	Maximum Marks	25
Number of Audit modules available in the software solution, as per company requirements	Availability of all Modules listed in clause 3 of RFP - 48 Marks Basic Modules - 48 Marks - Risk Based Internal Audit/ Inspection (RBIA) including Snap Audit - Credit Audit - Income Audit - Expenditure Audit - Information System Audit - Legal Audit Without Basic Modules - 0 Marks	48
Product Demo and Presentation	Excellent: 15 Marks Good: 10 Marks Average: 5 Marks	15
Visiting to the Banks/HFCs, having implemented the proposed solution, to see software 's capability	Availability of Basic Modules - 7 Marks	7

Present number of specialized personals engaged in implementation of audit software by the bidder.	More than 10 resources - 5 Marks 5 to 10 resources - 2 Marks Less than five - 0 Marks	5
TOTAL MARKS		100

**** Copies of Work order /client reference to be provided.**

21.2 Commercial Bids:

Commercial bids of only technically qualified short listed bidders will be opened and evaluated.

21.3 Determination of L1 Bidder and Awarding of Contract:

On completion of evaluation process of Indicative Technical & commercial bids, contract will be awarded to the lowest bidder on post negotiation, if required.

22. No Commitment to Accept Lowest or Any Tender:

The Company shall be under no obligation to accept the lowest or any other offer received in response to this tender and shall be entitled to reject any or all offers without assigning any reason whatsoever. Canvassing in any form will lead to disqualification.

23. Road Permit:

In case of delivery of Software and Hardware to the areas where Road Permit is required for transportation of goods, it is the responsibility of Bidders to provide the same making all the arrangements required in advance without any extra cost to the Company. However, Company will provide any letter, if required by the Bidders for carrying out the task.

24. Delivery and Documents:

Successful bidder to submit the following deliverables.

- Complete Roll Out plan along with a dedicated project manager.
- System Requirements Study (SRS) Document.
- Complete architecture of the solution
- Details of customizations done & Project Schedule on completion of SRS.
- Sizing of the hardware.
- User Acceptance test plan and test cases
- User and System Manuals.
- Training.
- Delivery of the complete Application Software

24.1 Delivery of required licenses must be as per the Enterprise licensing policy of the specified product and those licenses should be issued on Can Fin Homes Ltd name only.

24.2 All plans, drawings, specifications, designs, reports and other documents submitted by the successful bidder shall become and remain the property of the Company.

24.3 During the time of implementation, documents, CDs or any Media for all customization done should be delivered to the Company.

25. Payment Terms:

The terms of payment will be as follows:

25.1 No advance payment will be made against purchase order.

25.2 No Octroi / Entry Tax will be paid.

Inspection & Audit Enterprise wide application Software:

Sl. No.	Component	Payment Terms	% of payment
a.	Application Software (Enterprise wide License)	On Delivery of application software with enterprise wide License as per Scope of Work and installation of the same to UAT.	20% of total order value
b.	UAT Sign-off	After Customization, Implementation, Integration and UAT Sign-off by the CFHL officials.	20% of total order value
c.	Pilot Implementation	After roll out of the solution to the identified branches of the CFHL (Pilot Branches)	20 %of total order value
d.	Acceptance	After roll out of the solution to all the Branches and acceptance by the CFHL	30 %of total order value
e.	Warranty	10% of the total cost shall be paid only after completion of warranty period of One Year from the date of acceptance or On submission of a bank guarantee for equivalent amount by the vendor after releasing 90% payment.	10 %of total order value

Inspection & Audit application Servers Hardware and its related Softwares (Operating System, Database, Antivirus):

Sl. No.	Component	Payment Terms	% of payment
a.	Inspection & Audit Servers Hardware and its related Softwares (Operating System, Database, Antivirus)	On Delivery of Application servers hardware & its related softwares (Operating System, Database, Antivirus)	50% of total order value
b.	Installation, Commissioning and Acceptance	After successful installation, commissioning of Servers hardware & its related softwares and acceptance by the CFHL officials.	50% of total order value

25.3 ATS for Software will be paid quarterly in arrears against submission of physical invoice.

25.4 AMC for Hardware will be paid yearly in arrears against submission of physical invoice.

26. Order Cancellation:

26.1 The Company, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, may terminate this Contract in whole or in part.

26.2 If the Bidder fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser.

26.3 The Company reserves its right to cancel the order in the event of delay in delivery.

26.4 If the Bidder fails to perform any other obligation(s) under the Contract.

26.5 In the event the Company terminates the Contract in whole or in part, the Company may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered and the Bidder shall be liable to the Company for any excess costs for such similar Goods or Services. However, the Bidder shall continue performance of the Contract to the extent not terminated.

27. Liquidated Damages:

If successful bidder fails to deliver any or all of the service(s) / systems or perform the services within the time period(s) specified in the RFP/Contract/Agreement, the Company shall, without prejudice to its other rights and remedies under and in accordance with the RFP/Contract / Agreement, levy Liquidated Damages (LD) from payments due to the successful bidder.

For calculation of LD, during Implementation:

1. The contract price for calculation of LD is TCO excluding AMC/ATS charges and on-site support charges.
2. The overall LD during implementation will be to a maximum of 10% of the contract value.
3. LD for delay in completion of the Service(s) for each week of delay beyond the scheduled completion date or part thereof will be a sum equivalent to 1% of contract price per week. In case of undue delay beyond a period of 15 days after attaining the maximum penalty of 10% during implementation, Company may consider termination of the contract or purchase order.
4. Part of week will be considered as full week.
5. Company can deduct the amount of liquidated damages from any money belonging to the successful bidder (which includes Company's right to claim such amount against successful bidder's Performance Bank Guarantee)
6. Any such recovery or liquidated damages shall not in any way relieve the successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/Purchase Order.
7. Company reserves the right to condone the delay, if it is not attributable to the successful bidder.

8. If the bidder fails to maintain the guaranteed uptime of **99%** during CFHL working hours (8AM to 10PM) , Penalty for uptime will be deducted as under:

Level of availability calculated on monthly basis	Penalty amount
99.00% to 100%	No Penalty would be deducted
98.90% to < 99.00%	0.10% on total order value for every hour
97.90% to 98.90%	0.20% on total order value for every hour
96.90% to 97.90%	0.30% on total order value for every hour
95.00% to 96.90%	0.50% on total order value for every hour
<95.00%	1.00% on total order value for every hour

9. 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 ATS, 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 ATS payments).
10. The contracted hours for the day is 14 hours (840 minutes). The Downtime calculated shall not include any failure due to CFHL, third party and Force Majeure.
11. The percentage uptime is calculated on monthly basis as follows:

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

12. Contracted hours of a month = No. of days in that month X 14

28. Inspections & Tests:

- 28.1 The Company or its representative shall have the right to inspect and/or to test the software to check their conformity to the contract specifications at no extra cost to the company.
- 28.2 The inspections and test may be conducted on the premises of the Bidder/vendor or its subcontractor(s), at point of delivery and/or at the final destination. If conducted on the premises of the Bidder/vendor or its subcontractor(s), all reasonable facilities and assistance as required by the company officials/representative, including access to drawings, system start/boot and production data, shall be furnished to the inspecting officials at no charge to the company.
- 28.3 If any inspected or tested software fail to conform to the specifications, the company may reject the software, and the vendor shall either replace the rejected software or make alterations necessary to meet specification/requirements free of cost to the company.

29. Media & Documentation:

The vendor is expected to provide Media & Documentation for all the software provided. Working copy of the software may be submitted along with an undertaking on company's letter head stating that it contains valid and legal software as required by the CFHL.

30. Warranty:

- 30.1 The offer must include on-site warranty of 1 year from the date of sign off by the company, which will be given after commissioning of the software to the satisfaction of the company.
- 30.2 Warranty should not become void if Company buys any other supplemental software from a third party and installs them with this software in the application supplied under this RFP, if any. However, the warranty will not apply to such supplemental software items installed.
- 30.3 The offer must include on-site warranty of 3 years from the date of sign off by the company which will be given after commissioning of the hardware to the satisfaction of the company.

31. Delivery Period:

The required software is to be delivered within 4 weeks from the date of the acceptance of purchase order. The Installation and Commissioning of the application, if any shall be completed within 4 weeks from the date of delivery. For any delay in delivery, installation and commissioning beyond 4+4 weeks from the date of Purchase Order issued by CFHL, the Company reserves the right to charge Liquidated Damages at the rate defined above.

32. System Maintenance Standard:

- 32.1 The Bidder has to ensure on-site/off-site support (without any extra cost) for resolving all software related issues, including re-installation of Software and other applications supplied or configured for the proposed solution under this RFP, due to any reason whatsoever, during warranty and ATS period (or such other extended period as per the contract terms and paid maintenance will commence only thereafter).
- 32.2 Bidder should resolve the problem reported by any means within six hours of report.

Sl.No.	Description	Response Time (During CFHL office hours)	Amount (Rs.)
1.	Call response time	6 hours	No Penalty
2.	Call resolution time	Application down for total 24 hours after logging complaint through any mode	Rs.5000 per day (max.10% of the contract value without Taxes)
		Above 24 hours, if solution is not provided	

- 32.3 The Bidder should ensure that the application reported down or nonfunctional on any day is set right on the same day and in no case later than 6 hours from the date of reporting.

33. Annual Technical Support / Annual Maintenance Charge:

- 33.1 The ATS rate for the Software shall be valid for the period of 4 years after Warranty Period of One Year.
- 33.2 ATS will be paid quarterly in arrears.
- 33.3 AMC prices of hardware will remain valid for 4 years for all hardware maintenance/security patching on post period of 1 year. OEM warranty on server hardware should be covered for 3 years.

34. OEM Authorization:

In case the successful bidder is not ready to provide support during the warranty/ATS period, support will be provided by OEM directly or through their authorized partners for the remaining period of warranty/ without any additional cost to the Company. The same should be undertaken by the OEM in Manufacturer Authorization Form (MAF) as given in ANNEXURE - VI.

35. Bidder's Obligations:

- 35.1 The Bidder is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- 35.2 The Bidder will treat as confidential all data and information about the Company, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Company. In case of any breach of trust, the Company may initiate any action as deemed fit entirely at the cost and responsibility of the Bidder.
- 35.3 Bidder has to undertake and agree to save defend and keep harmless and indemnified the Company against all loss, cost, damages, claims, penalties expenses, legal liability because of non-compliance of KYE and or misconduct of the employee deployed by the bidder / Bidder to Company. Bidder / Bidder to undertake the same as per ANNEXURE - XIII.

36. Delays in the Bidders Performance:

Implementation of solution shall be made by the bidders in accordance with the time schedule specified. Any delay by the bidder will result in imposition of liquidated damages and/or termination of contract for default.

37. Termination for Default:

- 37.1 The Company, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, may terminate this Contract in whole or in part, if the Bidder fails to perform any obligations(s) under the Contract.
- 37.2 In the event of the Company terminating the Contract in whole or in part, the company may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the Bidder shall be liable to the Company for any excess costs for such similar services.

38. Patents Rights:

- 38.1 The Bidder shall indemnify the Company against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.
- 38.2 The Bidder shall, at their own expense, defend and indemnify the Company against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.
- 38.3 The Bidder shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Company is required to pay compensation to a third party resulting from such infringement, the Bidder shall be fully responsible for, including all expenses and court and legal fees.
- 38.4 The Company will give notice to the Bidder of any such claim without delay, provide reasonable assistance to the Bidder in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.
- 38.5 The Bidder shall grant to the company a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software (and other software items) provided by the Bidder, including-all inventions, designs and marks embodied therein in perpetuity.
- 38.6 The Bidder shall indemnify the purchaser against any Loss or damage arising out of loss of data.

39. Force Majeure:

Notwithstanding the above provisions, the Successful bidder shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions and epidemics. If a Force Majeure situation arises, the Bidder shall promptly notify the Company in writing of such condition and the cause thereof. Unless otherwise directed by the Company in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

40. Other Terms and Conditions:

- 40.1 Clarifications needed on any of the points mentioned in the RFP, if any, may be sought from the Company as per the timelines specified in Bid details and after which no request will be entertained / replied.
- 40.2 The official who is signing on behalf of the company should be authorized signatory as per their Board Resolution. Power of Attorney / Copy of the Board Resolution should be attached with Technical Offer.

41. Governing laws and disputes:

- 41.1 All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the provisions of Arbitration and Conciliation Act 1996 or any statutory modifications or re-enactments thereof and the rules made there under and for the time being in force, shall apply to the arbitration proceedings. The arbitrator shall be appointed with the mutual consent of both the parties. Any appeal will be subject to the exclusive jurisdiction of the courts in Bangalore.
- 41.2 During the arbitration proceedings the Bidder shall continue to work under the Contract unless otherwise directed in writing by the company or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained. The venue of the arbitration shall be Bangalore.

42. Assignment:

The bidder shall not assign, in whole or in part, its obligations to perform under the contract, except with the Company's prior written consent.

43. RFP Ownership:

The RFP and all supporting documentation are the sole property of Can Fin Homes and should not be redistributed without prior written consent of CFHL. Violation of this would be a breach of trust and may, inter-alia cause the bidders to be irrevocably disqualified. The aforementioned material must be returned to Can Fin Homes when submitting the proposal, or upon request; however, bidders can retain one copy for reference.

44. Proposal Ownership:

The proposal and all supporting documentation submitted by the bidders shall become the property of Can Fin Homes unless the Company agrees to the bidders' specific requests, in writing, the proposal and documentation to be returned or destroyed.

45. Tender / RFP Cancellation:

The Company reserves the right to cancel the Tender/RFP at any time without assigning any reasons whatsoever.

46. Indemnity:

- 46.1 The Bidder shall, at its own expense, defend and indemnify the Company against all third party claims for infringement of patent, trademark, design or copyright arising from use of proposed product/products or any part thereof. Bidder will provide infringement remedies and indemnities for third party Products, on a pass through basis. If the company is required to pay compensation to a third party resulting from such infringement, the Bidder shall be fully responsible to pay such compensation along with all costs, damages and attorney's fees and other expenses that a court may finally award, in the event of the matter being adjudicated by a court or that be included in a Bidder approved settlement. The Company will issue notice to the Bidder of any such claim without delay and provide reasonable assistance to the Bidder in disposal of such claim, and shall at no time admit to any liability

for, or express any intent, to settle the claim. The Bidder shall also reimburse all incidental costs, which the Company may incur in this regard.

- 46.2 If such a claim is made or appears likely to be made, the Company agrees to permit Bidder to enable the Company to continue to use the Product, or to modify it, provided no order otherwise has been passed by a court or replace it with one that is at least functionally equivalent. If Bidder determines that none of these alternatives is reasonably available, the Company agrees to return the Product to Bidder on its written request, upon which the Bidder will give the Company a credit equal to:
- a. For equipment, its invoice value as paid by the Company to the Bidder;
 - b. For Materials, the amount the Company paid to the bidder for the creation of the Materials. This Section stipulates Bidder's entire obligation to the company regarding any claim of infringement.
- 46.3 The Bidder shall also indemnify the Company against all losses, damages, claims, counter claims, suits, penalties and costs which the Company may face on account of
- a. Bodily injury (including death) and damage to real property and tangible personal property caused by Bidder's negligence on the part of the Bidder's employees, agents or representatives.
 - b. Any claim or proceeding brought by a third party against the Company as a consequence of the above
 - c. Any claim made upon and any action taken against the Company by any statutory authority or Court on account of the Bidder's failure to comply with any laws, orders and regulations applicable to the performance by Bidder of its obligations under this Agreement.
- 46.4 In the event of the Bidder not fulfilling its obligations under this Section within the period specified in the notice issued by the CFHL, Company has the right to recover the amounts due to it under this provision from any amount payable to the Bidder under this Agreement for /Facility Management/ Support Services etc.
- 46.5 Bidder shall be liable for any breach or any non-performance by the Bidder of any of its undertakings, warranties, covenants, representations or obligations under this Agreement, subject to the provisions of Limitation of Liability.

47. **Publicity:**

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

48. **Limitation of Liability:**

Bidder's aggregate liability under the contract shall be limited to a maximum of the Contract value. This limit shall not apply to third party claims for

- 48.1 IP infringement indemnity
- 48.2 Bodily injury (including death) and damage to real property and tangible personal property caused by bidder's gross negligence. For the purpose of this section, Contract value at any given point of time, means the aggregate value of the purchase orders placed by Company on the bidder that gave rise to claim, under this tender.

49. Language and Currency of BIDs:

The bid shall be in English Language and all prices shall be expressed in Indian Rupees.

50. Pre-Bid Meeting:

For clarification of doubts of the bidders on issues related to this RFP, the Company intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP in Key-Information.

For any clarification with respect to this RFP, the bidder may send an email to inspection@canfinhomes.com with CC it@canfinhomes.com , last date of submission of queries as defined in Key-Information in this document. The format to be used for seeking clarification is mentioned in Appendix-J (Pre-bid Query Format).

It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be sent to the email-id as stated earlier.

Only two authorized representatives of the bidders who have purchased the RFP will be allowed to attend the meeting on the date and time as indicated in the RFP at Can Fin Homes Ltd, Registered Office, 29/01, Sir M N Krishna Rao Road, Basavanagudi, Bangalore-560004.

51. Submission of BIDs:

The bidders shall duly seal each envelope. The bid should be addressed to the Company at the following address: -

The Asst. General Manager - IT,
CAN FIN HOMES LTD,
REGISTERED OFFICE,
29/01, SIR M N KRISHNA RAO ROAD
BASAVANAGUDI
BANGALORE-560 004

52. ANNEXURE-I: Checklist:

Checklist

ANNEXURES (To be submitted with Part A- Conformity to Eligibility Criteria)		
I	Check List	
II	Bid Covering Letter Format	
III	Pre-Qualification (Eligibility) Criteria Declaration	
IV	Bidders Information	
V	Acceptance of Terms and Conditions	
VI	Confidentiality/Non-Disclosure agreement format	
VII	MAF (Manufactures Authorization Form)	
VIII	Letter for Refund of EMD	
ANNEXURES(To be submitted with Part-B -Technical Proposal)		
IX	Technical Bid Covering Letter format	
X	Technical Specifications	
XI	Undertaking of Authenticity for Implementation of the solution for CFHL	
XII	Declaration for Compliance	
XIII	KYE Undertaking	
XIV	Undertaking for providing Performance Bank guarantee	
XV	Unpriced commercial offer/Bid (Bill of Material)	
ANNEXURES(To be submitted with Part-C -Commercial Bid)		
XVI	Commercial Bid Covering Letter Format	
XVII	Bill of Material (Indicative)	

Vendors to verify the checkpoints and ensure accuracy of the same before submission of the bid.

Date

Signature with seal

Name:

Designation :

53. ANNEXURE -II: Bid Covering Letter Format

Bid Covering letter

Reference No:

Date:

To
The Asst. General Manager - IT,
CAN FIN HOMES LTD,
REGISTERED OFFICE,
29/01, SIR M N KRISHNA RAO ROAD
BASAVANAGUDI
BANGALORE-560 004

Dear Sir,

SUB: RFP for Implementation of Application Software for Audit and Inspection with related Hardware & Software for Can Fin Homes

Ref: Your RFP IT-01/2019-20 Dated 12/9/2019.

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

If our offer is accepted, we undertake to complete delivery of solution/material within 4 **weeks** from the date of receipt of the Purchase. Also, we undertake to complete installation and Configuration of the delivered Hardware & Software and complete all the works specified in the Scope of Work at the Company branch/office within 4 **weeks** from the date of delivery of all the materials for each ordered locations.

If our offer is accepted, we undertake to provide Technical consultancy / Service support / Guidance for the devices supplied as per the above referred RFP, during three-year warranty period. We enclose a Bank Guarantee in lieu of EMD for Rs.1,00,000.00/- in favor of Canfin homes ltd as EMD.

We agree to abide by this offer is valid till 1 year from the date of opening of Commercial Bid 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.

Date

Signature with seal

Name:

Designation :

54. ANNEXURE -III: PRE-QUALIFICATION CRITERIA

(ELIGIBILITY COMPLIANCE)

Sl. No.	Pre-Qualification	Documents to be submitted with this RFP	Compliance (Yes/No)
1	The Bidder should be a registered Company in India as per Indian Companies Act, 1956 or Indian Companies Act 2013.	Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company or Certificate of incorporation in case Private Limited Company, issued by the Registrar of Companies. The registration no. of the firm /company along with Sales Tax no. / Valid IT Certificate /Certificate of Incorporation.	
2	The bidder must be an OEM or their authorized partner/representative/system integrator. Bidder needs to furnish the authorization letter from Original Equipment Manufacturer in case of authorized partner/representative/system integrator.	If the applicant is Manufacturer, they should have manufacturing and testing facilities of international standards and should enclose the details of locations where the manufacturing and testing facilities are available. If the bidder is an Authorised Dealer, an Authorization letter from their OEM to deal/market their product in India and it should be valid for a minimum period of 6 years period. Manufacturer / Dealer / Distributor/System integrator Certificate.	
3	The Turnover of the Bidder should be minimum Rs.5 Crores per year during last two financial years (i.e. 2017-18, 2018-19)	1. The Bidder must produce a certificate from the Company's Chartered Accountant to this effect. 2. Audited balance Sheet for last 2 Years (i.e. 2017-18, 2018-19).	
4	The Bidder should have their support offices / local representative in BANGALORE to support the solution.	The Bidders to furnish self-declaration that they will establish a support office at Bangalore at the time of starting of the project, if the bidder does not have a support office at present. If the bidder is having their existing service centre in Bangalore, infrastructure details like contact details with postal address, local Contact Person Name, Address, Phone No, Mobile No, Email etc. shall be furnished.	
5	The proposed solution should be running & implemented successfully in at least 1 Banks/HFCs(Housing Finance Companies) in India	The bidder must produce required certificate clearly mentioning the successful implementation of proposed solution from the organization where it was implemented with PO number and date.	

6	The Bidder/OEM should have 5 yrs. of experience in software development in Banks/ HFCs and 5 yrs. of experience in Audit and Inspection Application Software in at least 1 Banks/HFCs (Housing Finance Companies) in India	The bidder must produce required certificate clearly mentioning the successful implementation of proposed solution from the organization where it was implemented.	
7	The equipment's/ devices / software offered for this RFP should be from OEM, who have direct presence of representatives in India and should have supplied in India during last 3 financial years.	The bidder must produce certificate from OEM	
8	The Bidder should have Net Profit before tax and interest during last two financial years. Audited Balance sheet or Profit/Loss statement of the firm to be provided for last two financial years i.e. 2017-2018 & 2018-19. In case the audited balance sheet and P&L Statement have to be submitted duly attested by the certified auditors.	The bidder must produce related certificates (Audited Balance Sheet for last 2 years i.e. 2017-18, 2018-19)	
9	The Bidder should provide undertaking that all offered hardware & software are not End of sale in next 5 year and End of support till entire contract period.	The bidder must produce certificate from OEM	
10	The Bidder should not be a blacklisted/debarred company as on date of submission of RFP by any Government entity, Bank or Financial Institutions.	Bidder should submit notarized declaration to this effect in Letter Head.	
11	The Bidder should not been involved in any legal case that may affect the solvency existence of their company or in any other way that may affect capacity to provide/continue the services of the company.	Bidder should submit notarized declaration to this effect in Letter Head.	

Signature

Authorised Signatory

Seal of company

55. ANNEXURE -IV: BIDDERS INFORMATION

Name _____

Constitution _____

Address _____

Names & Addresses of the Partners if applicable

Contact Person(s) _____

Telephone, Fax, e-mail _____

Number of years of experience in Software business _____

Please give brief financial particulars of your firm for the last 2 years along with the volume of business handled.

(The information will be kept confidential)

Year	Financial year 2017-18	Financial year 2018-19
Operating Profit:		
Total Turnover:		

Is company ISO Certified? If yes, provide information along with true copy of certificate.

Signature:

Name:

Date:

Seal of company:

56. ANNEXURE -V: ACCEPTANCE OF TERMS AND CONDITIONS

(LETTER TO THE CFHL ON THE VENDOR'S LETTERHEAD)

To

The Asst. General Manager - IT,
CAN FIN HOMES LTD,
REGISTERED OFFICE,
29/01, SIR M N KRISHNA RAO ROAD
BASAVANAGUDI
BANGALORE-560 004

Sir / Madam,

Subject: Your RFP for Implementation of Application Software for Audit and Inspection with related Hardware & Software for Can Fin Homes

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for the supply of the Application Software for Audit and Inspection with related Hardware & Software for Can Fin Homes as detailed in your above referred RFP.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP and all required information as per **Annexure: V** and **Annexure: XI** to **Annexure: XIV** and also photocopy of unpriced commercial bid is enclosed.

We also confirm that the offer shall remain valid for 1 year from the date of the offer.

We hereby undertake that the software & hardware to be delivered to the Company will be brand new including all components and that software is enterprise licensed and legally obtained.

We understand that the Company is not bound to accept the offer either in part or in full and that the Company has right to reject the offer in full or in part without assigning any reasons whatsoever.

Dated at _____ this _____ day of _____ 2019.

Yours faithfully,

Signatory

Authorised Signatory

Seal of company

57. ANNEXURE - VI: MAF

Manufacturers' / Producers' / System Integrators' / Authorization Form

Note: This letter of authority should be on the letterhead of all the original equipment manufacturers and should be signed by a person competent and having the power of attorney to bind the manufacturer.

No.

Date:

To,

The Asst. General Manager - IT,
CAN FIN HOMES LTD,
REGISTERED OFFICE,
29/01, SIR M N KRISHNA RAO ROAD
BASAVANAGUDI
BANGALORE-560 004

Dear Sir/ Madam,

Ref: RFP for Implementation of Application Software for Audit and Inspection with related Hardware & Software for Can Fin Homes.

We who are established and reputable manufacturers / producers of _____

having factories / development facilities at (address of factory / facility) do hereby authorize M/s _____ (Name and address of Agent) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Bidder:

- a. Such Products as the company may opt to purchase from the Bidder, provided, that this option shall not relieve the Bidder of any warranty obligations under the Contract; and
- b. In the event of termination of production of such Products:
 - i. Advance notification to the Company of the pending termination, in sufficient time to permit the Company to procure needed requirements; and
 - ii. Following such termination, furnishing at no cost to the Company, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name of Authorized Signatory)

(CompanySeal)

58. ANNEXURE - VII: REFUND OF EMD

LETTER FOR REFUND OF EMD

Date:

To,

The Asst. General Manager - IT,
 CAN FIN HOMES LTD,
 REGISTERED OFFICE,
 29/01, SIR M N KRISHNA RAO ROAD
 BASAVANAGUDI
 BANGALORE-560 004

Sir,

We _____ (Company Name) had participated in the RFP for Implementation of Application Software for Audit and Inspection with related Hardware & Software for Can Fin Homes and we are an unsuccessful bidder.

Kindly refund the EMD / Release BG submitted for participation. Details of EMD submitted are as follows:

Sl.No	Bidder Name	Cheque/DD Number	Drawn on (Bank Name)	Amount (Rs.)

Bank details to which the money needs to be credited via NEFT are as follows

1. Name of the Bank with Branch:
2. Account Type:
3. Account Title:
4. Account Number:
5. IFSC Code:

Sign

Name of the signatory Designation
 Company Seal

59. ANNEXURE VIII: - CONFIDENTIALITY / NON DISCLOSURE AGREEMENT

This CONFIDENTIALITY AGREEMENT (the “Agreement”) entered into on this _ day of __20__, and shall be deemed to have become in full force and effect from _____(the “Effective Date”).

BY and between _____ a company incorporated under the provisions of the Companies Act, 1956 in force in India, having its registered office at (hereinafter referred to as “_____” or “Vendor” which expression shall, unless it be repugnant or contrary to the context or meaning thereof, mean and include its, successors and permitted assigns) of the ONE PART

AND

Can Fin Homes Ltd, was incorporated in the year 1987, Registered office at 29/1, Sir M N Krishna Rao road, Basavanagudi, Bangalore 560 004. The company, as on date, is having 180 + Branches, 3 CPCs and 4 CDSCs spread across various locations of the country, of the OTHER PART:

_____ and the Company shall hereinafter jointly be referred to as “Parties” and individually as a “Party”.

In this Agreement, “Affiliate” means any entity which from time to time Controls, is Controlled by or is under common Control with the relevant party or entity, where “Control” means having the ability (including, without limitation, by means of a majority of voting rights or the right to appoint or remove a majority of the board of directors) to control the management and policies of an entity.

W H E R E A S:-

- A. Vendor inter-alia is engaged in the business of providing IT related solutions & services to various business entities in India.
- B. CFHL has agreed to disclose, transmit, receive, and/or exchange certain “confidential information” to cover the business transaction between parties for the provision of services related to _____ ” (“the Purpose”) as more particularly described in Purchase Order no _____, issued by CFHL in favor of _____.

NOW THIS AGREEMENT WITNESSETH:

1. Interpretation:

In this Agreement “Confidential Information” means all information belonging to a Party that is or has been disclosed to one Party (the “Receiving Party”) by the other Party (the “Disclosing Party”) in connection with the business transacted/ to be transacted between the Parties. Confidential information shall also include any copy, abstract, extract, sample, note or module thereof. The Receiving Party may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties.

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show:

- (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party
- (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party

- (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality
- (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or
- (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

2. Confidentiality:

2.01 Except to the extent as agreed herein, the Receiving Party agrees to regard, preserve and keep as secret and confidential all Confidential Information of the Disclosing Party or its clients or any member of their group disclosed under this Agreement. In maintaining confidentiality here under the Receiving Party agrees and accepts that it shall not, either on its own account or jointly with or for any other person, firm, company or any other entity, without obtaining the written consent of the disclosing party;

- i) disclose, transmit, reproduce or make available any such Confidential Information to any person firm, company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purpose of evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose aforesaid; or
- ii) use the Confidential Information for any purpose other than evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose for which it is disclosed; or
- iii) disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the project with the Disclosing Party or any other arrangement (existing or possible) between the disclosing party, its clients or itself in connection with any project/assignment; or
- iv) Use any such Confidential Information for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its clients or any member of their group or their projects.

2.02 The Receiving Party also agrees and accepts that it may endeavor:

- i) use at least the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential information of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure;
- ii) keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
- iii) limit access to such Confidential Information to those of its (including its Affiliates') directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its

directors, partners, advisers, agents or employees so involved to protect the Confidential Information in the manner prescribed in this Agreement; and

- iii) upon discovery of any disclosure or suspected disclosure of Confidential Information, to take reasonable effort to as per the circumstances, to inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information, in whatsoever form, including any and all copies thereof.

3. Return or destruction:

The Receiving Party may, upon completion of the purpose mentioned aforesaid or at any time on receipt of a written demand from the disclosing party:

- i) Immediately return all written Confidential Information and all copies thereof provided to, or produced by, it or its advisers, as the case may be, which is in such party's possession or under its custody and control;
- ii) to the extent practicable, but without prejudice to the obligations of confidentiality herein, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the other party;
- iv) so far as it is practicable to do so (but, in any event, without prejudice to the obligations of confidentiality contained in this Agreement), immediately expunge any Confidential Information relating to the Disclosing Party or its clients or any member of their group or their projects from any computer, word processor or other device in its possession or under its custody and control.

4. Permitted disclosure:

The provisions of paragraph 2 shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the other party of such requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

5. Ownership of Information:

Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party or its clients and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.

6. No Representation:

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein and neither party will be

under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.

7. Remedies and Relief:

The parties hereto acknowledge that remedies at law may be inadequate to protect the Disclosing Party or its clients against any actual breach of this Agreement by the Receiving Party, and, without prejudice to any other right and remedies otherwise available to the Disclosing Party or its clients, the Receiving Party agrees that Disclosing Party has a right to seek injunctive relief in its favor upon proof of actual damage and upon establishment of the fact that such actual damage has taken place due to reasons directly attributable upon the Receiving Party. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or equity. Disclosing Party shall be entitled to recover its cost and fees, including Advocate's fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its cost and expenses including Advocate's fees.

8. No Assignment:

This Agreement shall not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party. This Agreement shall inure to the benefit of and will be binding upon the parties' respective successors and permitted assigns.

9. Severability:

In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in this agreement will not be in any way affected or impaired by such a finding.

10. Delay or Waiver:

No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of non-enforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

11. Notices:

Notices as required by this Agreement shall be sent to the Parties at the addresses mentioned first herein above or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement due on receipt.

12. Term:

This Agreement shall commence from the Effective Date of this Agreement and shall be valid for a period of 8 years there from. Confidentiality obligations under this Agreement shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain, without breach of the agreement. Either Party may terminate this Agreement for breach, if the defaulting Party fails to rectify the breach within the one month notice period issued

by the non-defaulting Party. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

13. Governing Law:

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

14. Indemnity:

The receiving Party agrees to indemnify and hold harmless the Disclosures against all costs, liability, losses and claims incurred by the Disclosures as a result of a breach of this Agreement.

15. Modification:

Modification to any of the provisions of this Agreement shall be void unless it is writing and duly executed by Parties.

16. Headings:

The headings given herein above are for ease of reference only and shall not attach or have any effect/ meaning whatsoever contrary to what is stated in the agreement.

17. Counterparts:

This Agreement has been signed in duplicate, each of which shall be deemed to be an original. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax shall be sufficient to bind the parties to the terms and conditions of this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THIS _____ DAY OF ____ 20__.

Signed and delivered by
 M/s _____
 Signed by:
 Name.....
 Title.....
 In the presence of

Signed and delivered by
 Can Fin Homes Ltd
 Signed by:
 Name.....
 Title.....
 in the presence of

60. ANNEXURE - IX: - Technical Bid Covering Letter Format

To,

Date:

The Asst. General Manager - IT,
CAN FIN HOMES LTD,
REGISTERED OFFICE,
29/01, SIR M N KRISHNA RAO ROAD
BASAVANAGUDI
BANGALORE-560 004

SUB: RFP for Implementation of Application Software for Audit and Inspection with related Hardware & Software for Can Fin Homes

Ref: Your RFP-IT-01/2019-20 Dated 12/9/2019.

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Technical Bid/Specification.

Sl. No	Particulars	Details to be furnished by the Bidder
1	Technical specification as per ANNEXURE-X	
2	Name of the Bidder	
3	E-mail address of contact persons	
4	Details of: Description of business and business background Service profile & Client profile	
5	Approach and methodology for the proposed scope of work along with illustrative deliverables.	
6	Details of similar assignments executed by the bidder during the last three years in India (Name of the Company, time taken for execution of the assignments and documentary proof from the Company are to be furnished)	
7	List of applicant's major customers in last 3 years and details as below may be taken: i) Name and complete postal Address of the customer. ii) Name, designation, Telephone, Fax, Telex Nos., e-mails and	

	address of the contact person(customer) iii) Whether reference letter enclosed.	
8	Details of inputs/requirements required by the bidder to execute this assignment.	
9	Conformity to the obtaining of various certificates/bench mark testing standards for the items quoted to meet the intent of the RFP	
10	Conformity regarding back to back arrangements with third party hardware software for providing continuous and un-interrupted support as per RFP Terms.	

Declaration:

- a. We confirm that we will abide by all the terms and conditions contained in the RFP.
- b. 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 short listing of bidders.
- c. 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.
- d. 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.

Date

Signature with seal

Name:

Designation :

61. ANNEXURE - X: TECHNICAL SPECIFICATIONS

I) Functional Requirements of proposed Application:

All Functional Requirements are Mandatory and Non-Compliance to any will lead to Disqualification.

Sl.No.	Technical Description	Compliance (Yes/No)
1.	As per detailed Scope of Work specified under Clause No.3	

II) Hardware & related Software Requirement Specifications* for Application Software for Audit and Inspection:

Sl.No	Our Requirement	Requirement Specifications
1.	Application Host Model	Web & APP, DB (2 Rack Servers)
2.	No. of CPU Sockets per Server	2
3.	No. of CPUs & Cores Per CPU	2 - CPUs & Cores per CPU is 8 for web & APP server 1 - CPU with 8 Cores for DB Server
4.	Clock Speed of Processor	2.3 GHz above
5.	Total Hard Disk Size	4 TB per server
6.	No. of Partitions in HDD & size of each partition	Will be informed to successful bidder
7.	RAM capacity	32 GB above
8.	Operating System	Windows Server 2016
9.	Database Software	SQL Server 2016
10.	Web Server Software	IIS
11.	Application Server Software	Based on successful bidder
12.	Antivirus	Standalone license

* - Bidder may suggest any high end servers for additional deployments in future or as per their need to run the solution effectively.

III) Other Requirements:

Sl.No	Our Requirement	Compliance (Yes /No)
1.	Application should run on x64 Server machines.	
2.	The solution should run on Virtual Machines.	
3.	The solution should support for workflow management and configuration.	
4.	All user authentication and authorization details of the application should be encrypted and stored in Database.	
5.	Passwords for database connection string property or any other linked servers and configured work areas should not be shown in clear text at any of the files or logs accessed by any of the internal application / utility or software.	

6.	System should support for SSO (Single Sign On) and Self authentication process.	
7.	Configurable Password Parameters like Password Policy and User Account Policy.	
8.	The solution should enable integration of third-party tool or API or DB Link or Web service.	
9.	The solution should have the facility to take backup on daily basis to disk and move the same to media backup.	
10.	The solution should synchronize with DR setup at any point of time.	
11.	The application should log every action of users and stored and archived as per policy of Company.	

Name:

Signature:

Seal of company:

62. ANNEXURE - XI: UNDERTAKING

(LETTER OF UNDERTAKING ON COMPANY LETTER HEAD)

To

The Asst. General Manager - IT,
CAN FIN HOMES LTD,
REGISTERED OFFICE,
29/01, SIR M N KRISHNA RAO ROAD
BASAVANAGUDI
BANGALORE-560 004

Sir / Madam,

Reg.: Your RFP for Implementation of Application Software for Audit and Inspection with related Hardware & Software for Can Fin Homes

We submit our Bid Document herewith.

We understand that

You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.

If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Company to do so, a contract in the prescribed form. Until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

You may accept or entrust the entire work to one vendor or divide the work to more than one vendor without assigning any reason or giving any explanation whatsoever.

If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.

Vendor means the bidder who is decided and declared so after examination of commercial bids.

The names of shortlisted bidders after the completion of first stage (Technical Bid), and the name of successful bidder to whom the contract is finally awarded after the completion of second stage (Commercial Bid), may be displayed on the website & Notice Board of the Company at Can Fin Homes Ltd, 29/01, Sir MN Krishna Rao Road, Basavanagudi, Bangalore-560004.

Dated at _____ this _____ day of _____ 2019 yours faithfully,

Name:

Signature:

Seal of Company:

63. ANNEXURE - XII: DECLARATION FOR COMPLIANCE

To,

The Asst. General Manager - IT,
CAN FIN HOMES LTD,
REGISTERED OFFICE,
29/01, SIR M N KRISHNA RAO ROAD
BASAVANAGUDI
BANGALORE-560 004

Sir,

All Terms and Conditions including scope of work except technical specifications

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Can Fin Homes in this RFP including all addendum, corrigendum etc. (Any deviation may result in disqualification of bids).

Signature:

Name

Date

Seal of company:

Technical Specification

We certify that the systems/services offered by us for tender confirms to the specifications stipulated by you with the following deviations

List of deviations

1) _____

2) _____

Signature:

Name

Date

Seal of company:

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

64. ANNEXURE - XIII: KYE Undertaking

(To be submitted by all bidders on their letter head)

To,

The Asst. General Manager - IT,
CAN FIN HOMES LTD,
REGISTERED OFFICE,
29/01, SIR M N KRISHNA RAO ROAD
BASAVANAGUDI
BANGALORE-560 004

UNDERTAKING

1. We _____ (name of the company) hereby confirm that all the resource (both on-site and off-site) deployed/to be deployed on Company's project for _____ (the RFP for Implementation of Application Software for Audit and Inspection with related Hardware & Software for Can Fin Homes) have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.
1. We further undertake and agree to save defend and keep harmless and indemnified the Company against all loss, cost, damages, claim penalties expenses, legal liability because of non-compliance of KYE and of misconduct of the employee deployed by us to the Company.

Signature of Competent Authority with company seal _____

Name of Competent Authority _____

Company / Organization _____

Designation within Company / Organization _____

Date _____

Name of Authorised Representative _____

Designation of Authorized Representative _____

Signature of Authorised Representative _____

Verified above signature

Signature of Competent Authority _____

Date _____

65. ANNEXURE - XIV: - Undertaking for providing Performance Bank guarantee

To,

The Asst. General Manager - IT,
CAN FIN HOMES LTD,
REGISTERED OFFICE,
29/01, SIR M N KRISHNA RAO ROAD
BASAVANAGUDI
BANGALORE-560 004

Dear Sir,

Sub: Undertaking for providing Performance Bank Guarantee - Request for Proposal (RFP)
for Implementation of Application Software for Audit and Inspection with related Hardware
& Software for Can Fin Homes

We undertake to provide the Company with a suitable Bank Guarantee in the format
prescribed by the Company for maintaining the systems supplied, installed, integrated and
maintained under the RFP dated _____ for Request for Proposal (RFP) For Implementation
of Application Software for Audit and Inspection with related Hardware & Software for Can
Fin Homes.

Yours faithfully,

Authorized Signatories

(Name, Designation and Seal of the Company)

Date:

66. ANNEXURE - XV - [Unpriced Commercial Offer/Bid (Bill of Material)]

[Amount Indian Rupees]

Sl. No.	Requirements	Cost Price			
		Application Software (Enterprise License) including One year warranty period (Excl. of Taxes)	Tax for Column A		Application Software (Enterprise License) including One year warranty period (Incl. of Taxes)
		A	B % of tax	C Tax Amt	D=A+C
1.	Application Software with Audit and Inspection workflow	YES/NO	YES/NO	YES/NO	YES/NO
2.	Customization, Implementation/integration Charges	YES/NO	YES/NO	YES/NO	YES/NO
3.		Cost for 2 servers for 3 years (Excl. of Taxes)	Tax for Column A		Cost for 2 Servers and for 3 years Including Tax
		A	B % of tax	C Tax Amt	A
	Cost of 2 Server Hardware's cost	YES/NO	YES/NO	YES/NO	YES/NO
4.		Cost for 2 Servers software's (Excl. of Taxes)	Tax for Column A		Cost for 2 Servers Software's Including Tax
		A	B % of tax	C Tax Amt	A
	Cost of 2 Server software's (OS & SQL DB) and Antivirus cost	YES/NO	YES/NO	YES/NO	YES/NO

Total Cost D= (total of column D of 1,2,3 and 4) = YES/NO

ATS in % on Application Software with Application Software with Audit and Inspection workflow (Point No.1) after warranty period will be	____.____ %
AMC in % on Application Servers Hardware & Maintenance (Point No.4) from second year onwards will be	____.____ %

Bidder has to mandatorily quote the ATS & AMC % otherwise Bid is liable for rejection.

Terms & Conditions

- For the purpose of TCO, 6 months post go live on-site support and ATS is considered.
- The Commercial Offer should be given in the above format only.
- There should be no conditions mentioned in the Commercial Offer.
- Commercial offers with conditions will be rejected.
- All costs should be only in Indian Rupees and all payments will also be only in Indian Rupees.
- The ATS & AMC rate for the Software and Hardware shall be frozen for the period of 4 years.
- Three Months onsite experienced support (Support personnel should be BE/MCA and should have been involved in the **Application Software with Audit and Inspection workflow** -software supplied to the Company.)
- The prices should be inclusive of all costs including taxes, duties, levies etc. to be charged. During the offer validity and subsequent contract period, the bidder will absorb any upward revision of prices in case of custom duties, taxes (excluding service tax), levies, Govt. duties etc. and pass on the benefit to Company in case of downward revision of Govt. taxes, levies, etc.
- ATS charges and other maintenance expenses as applicable should also be mentioned in the offer.
- AMC for servers should include hardware maintenance, patch upgrades and other requirements on time to time.
- The Excise/Custom duty will however have to be mentioned separately in the invoice wherever applicable.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

67. ANNEXURE - XVI - Commercial Bid Covering Letter Format

Covering letter format for Commercial Bid

[Note: This Covering letter should be on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company]

Reference No:

Date:

To

The Asst. General Manager - IT,
CAN FIN HOMES LTD,
REGISTERED OFFICE,
29/01, SIR M N KRISHNA RAO ROAD
BASAVANAGUDI
BANGALORE-560 004

Dear Sir,

SUB: RFP for Implementation of Application Software for Audit and Inspection with related Hardware & Software for Can Fin Homes

Ref: Your RFP-IT-01/2019-20 Dated 12/9/2019

We thank you for providing us an opportunity to participate in the subject RFP. Please find our commercial offer as per **ANNEXURE-XVII** Commercial bid format of the subject RFP along with this covering letter.

We also confirm that we are agreeable to the payment schedule mentioned in the subject RFP.

Date

Signature with seal

Name:

Designation :

68. ANNEXURE - XVII - Bill of Material (Indicative)

(Indicative Bill of Material/ Price Schedule)

[Amount Indian Rupees]

Sl. No.	Requirements	Cost Price			
		Application Software (Enterprise License) including One year warranty period (Excl. of Taxes)	Tax for Column A		Application Software (Enterprise License) including One year warranty period (Incl. of Taxes)
		A	B % of tax	C Tax Amt	D=A+C
1.	Application Software with Audit and Inspection workflow				
2.	Customization, Implementation/integration Charges				
3.		Cost for 2 servers for 3 years (Excl. of Taxes)	Tax for Column A		Cost for 2 Servers and for 3 years Including Tax
		A	B % of tax	C Tax Amt	A
	Cost of 2 Server Hardware's cost				
4.		Cost for 2 Servers software's (Excl. of Taxes)	Tax for Column A		Cost for 2 Servers Software's Including Tax
		A	B % of tax	C Tax Amt	A
	Cost of 2 Server software's (OS & SQL DB) and Antivirus cost				

Total Cost D= (total of column D of 1,2,3 and 4) = _____

ATS in % on Application Software with Application Software with Audit and Inspection workflow (Point No.1) after warranty period will be	_____.__ %
AMC in % on Application Servers Hardware & Maintenance (Point No.4) from second year onwards will be	_____.__ %

Bidder has to mandatorily quote the ATS & AMC % otherwise Bid is liable for rejection.

Terms & Conditions

- For the purpose of TCO, 6 months post go live on-site support and ATS is considered.
- The Commercial Offer should be given in the above format only.
- There should be no conditions mentioned in the Commercial Offer.
- Commercial offers with conditions will be rejected.
- All costs should be only in Indian Rupees and all payments will also be only in Indian Rupees.
- The ATS & AMC rate for the Software and Hardware shall be frozen for the period of 4 years.
- Three Months onsite experienced support (Support personnel should be BE/MCA and should have been involved in the **Application Software with Audit and Inspection workflow** -software supplied to the Company.)
- The prices should be inclusive of all costs including taxes, duties, levies etc. to be charged. During the offer validity and subsequent contract period, the bidder will absorb any upward revision of prices in case of custom duties, taxes (excluding service tax), levies, Govt. duties etc. and pass on the benefit to Company in case of downward revision of Govt. taxes, levies, etc.
- ATS charges and other maintenance expenses as applicable should also be mentioned in the offer.
- AMC for servers should include hardware maintenance, patch upgrades and other requirements on time to time.
- The Excise/Custom duty will however have to be mentioned separately in the invoice wherever applicable.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

APPENDIX -A

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

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

- 1) Index of all the document submitted with page numbers.
- 2) Cost of Tender document by way of DD payable at BANGALORE
- 3) Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD.
- 4) Power of Attorney / Authorization letter signed by the Competent Authority with the seal of the bidder's company / firm in the name of the person signing the tender documents.
- 5) Checklist as per ANNEXURE-1
- 6) Bidder's Covering letter as per ANNEXURE-2.
- 7) Pre-Qualification (Eligibility) Criteria declaration as per ANNEXURE-3 with documentary proof in support of the Eligibility Criteria.
- 8) Bidder Information as per ANNEXURE-4
- 9) Acceptance of Terms and Conditions as per ANNEXURE-5
- 10) MAF (Manufacture Authorization Form) as per ANNEXURE-6
- 11) Letter for Refund of EMD as per ANNEXURE-7
- 12) Confidentiality/ Non-Disclosure agreement format as per ANNEXURE-8
- 13) Write up on the Work Experience / Expertise of Implementation of Application Software for Audit and Inspection with related Hardware & Software.
- 14) Track record of past three years for having sold similar type of solution across the Country covering Name and addresses of major clients and email ids, telephone numbers (landline and mobile no), fax numbers of their contact executives etc.

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 of the Authorized signatory. Technical Offer for this RFP shall be made as under:

- 1) Index of all the documents submitted with page numbers.
- 2) Technical Bid Covering Letter as per Annexure-9.
- 3) Compliance to Technical specifications should be complete with all columns filled in as per Annexure-10
- 4) Undertaking of Authenticity as per Annexure-11.
- 5) Declaration of Compliance as per Annexure-12.
- 6) KYE Undertaking as per Annexure-13.
- 7) Undertaking for providing Performance Bank Guarantee as per Annexure-14.
- 8) Unpriced commercial offer / Bid (Bill of Material) as per Annexure-15.
- 9) The Bidder also to submit a certificate / letter from OEM that the proposed services and Other Items any other related software and the 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.
- 10) Technical Documentation (Product Brochures, leaflets, manuals, drawings).
- 11) A detailed list of the other Infrastructure required and any other precautions to be undertaken should be given in detail along with the Technical Proposal.

APPENDIX-C

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

The commercial Bid should be made in an organized, structured, and neat manner. Brochures / leaflets etc., should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the Authorized signatory.

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

1. Commercial Bid Covering letter as per **ANNEXURE-16**.
2. Bill of Materials (Indicative) as per **ANNEXURE-17**.

APPENDIX-D

Proforma Bank Guarantee Format for Contract Performance

Format of Bank Guarantee for Release of 10% value of PO

To

The Asst. General Manager - IT,
CAN FIN HOMES LTD,
REGISTERED OFFICE,
29/01, SIR M N KRISHNA RAO ROAD
BASAVANAGUDI
BANGALORE-560 004

In consideration of your placing an order for purchase of Application Software for Audit and Inspection with related Hardware & Software for Can Fin Homes on

M/s..... (hereinafter called the Bidder) as per the purchase contract entered into by the Bidder vide purchase contract No.....dt..... (hereinafter called the said contract), We, ... (Name and address of the Company and the branch) do hereby irrevocably and unconditionally guarantee the due performance of the Bidder as to the maintenance of the computer systems as per the said contract entered into by the Bidder with you.

If the said Bidder fails to maintain the system or any part thereof as per the contract and on or before the schedule dates mentioned therein, we Company do hereby unconditionally and irrevocably agree to pay the amounts due and payable under this guarantee without demur and merely on demand in writing from you, stating that the amount claimed is due by way of failure on the part of the Bidder or loss or damage caused suffered to / or would be caused to / suffered by you for reason of any breach by the said Bidder of any of the terms and conditions of the said contract or by reason of Bidder's failure to perform the said contract, in part or in full. Any such demand made on us shall be conclusive as regards the amount due and payable under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees only). You are entitled to invoke this guarantee either in full or in parts subject to the maximum limit of Rs.....within the validity period of this guarantee.

We.....Company further agree that this guarantee herein contained shall remain in force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all your dues under or by virtue of the said contract have been fully settled and discharged. This guarantee shall continue to be valid till you certify that the Bidder has fully performed all the terms and conditions of the said contract and accordingly discharge this guarantee. Unless a claim or demand is made on us in writing under this guarantee on or before....., we shall be discharged from all our obligations under this guarantee. If you extend the schedule dates of performance under the said contract, as per the terms of the said contract, the Bidder shall get the validity period of this guarantee extended suitably and we agree to extend the guarantee accordingly on your request.

Failure on our part or the Bidder in this respect shall be treated as a breach committed by the Bidder and accordingly the amount under this guarantee shall at once become payable on the date of receipt of demand made by you for payment or extension of the validity period.

You will have fullest liberty without affecting this guarantee to postpone for any time or from time to time any of your rights or powers against the Bidder and either to enforce or forbear to enforce any or all of the terms and conditions of the said contract. We shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Bidder or any other forbearance act or omission on your part or any indulgence by you to the Bidder or by any variation or modification of the said contract or any other act, matter or thing whatsoever which under the Law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability here under.

In order to give full effect to the guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the Bidder 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 the above or any other provision of this guarantee.

The words the Bidder, the beneficiary of this guarantee i.e. yourself, and ourselves i.e. -- - -----Company unless repugnant to the context or otherwise shall include their assigns, successors, agents, legal representatives etc. This guarantee shall not be effected by any change in the constitution of any of these parties and will ensure for and be available to and enforceable by any absorbing or amalgamating or reconstituted company or concern, in the event of your undergoing any such absorption, amalgamation or reconstitution.

This guarantee shall not be revocable during its currency except with your previous consent in writing.

Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to a sum of Rs..... (Rs..... only), and shall be valid upto..... Unless a demand or claim to enforce this guarantee is made on us in writing within three months of the said validity period i.e. on or before....., we shall be discharged and relieved from all our liabilities here under. However if this guarantee is extended for any further period the validity period and the action period of three months mentioned herein above gets automatically extended accordingly.

Yours faithfully,

Signature:

Name:

Date:

Seal of company:

APPENDIX-E

BANK GUARANTEE FORMAT FOR EMD

Date:

To,

The Asst. General Manager - IT,
CAN FIN HOMES LTD,
REGISTERED OFFICE,
29/01, SIR M N KRISHNA RAO ROAD
BASAVANAGUDI
BANGALORE-560 004

Dear Sir/Madam,

In response to your invitation to respond RFP for Implementation of Application Software for Audit and Inspection with related Hardware & Software for Can Fin Homes Ltd, M/s _____ having their registered office at _____ (hereinafter called the Bidder) wish to respond to the said Request for Proposal (RFP) and submit the proposal for the same. Whereas the Bidder has submitted the proposal in response to RFP, we, the _____ Company having our head office _____ hereby irrevocably guarantee an amount of Rs. /- (Rupees only) as Bid security as required to be submitted by the Consultant as a condition for participation in the said process of RFP.

The Bid security for which this guarantee is given is liable to be enforced/ invoked:

- 1) If the Bidder withdraws his proposal during the period of the proposal validity; or
- 2) If the Bidder, having been notified of the acceptance of its proposal by the Company during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the terms and conditions of the RFP or the terms and conditions mutually agreed subsequently.
- 3) If the Bidder, if selected for awarding the Contract, fails to renew this Bank Guarantee as decided by Can Fin Homes Ltd. We undertake to pay immediately on demand to Can Fin Homes Ltd, the said amount of Rs. (Rupees only) without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any demand made by Can Fin Homes which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder. Notwithstanding anything contained herein:

1) Our liability under this Bank guarantee shall not exceed Rs. /- (Rupees only).

2) This Bank guarantee will be valid up to 1 Year and

3) We are liable to pay the guaranteed amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before _____.

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this _____ day of the month of _____ 2019 at _____.

Signature

Name (In Block letters)

Designation (Staff Code No.)

Official address:

(Bank's Common Seal)

Attorney as per power of Attorney No.:

Date:

WITNESS:

1..... (Signature with Name, Designation & Address)

2..... (Signature with Name, Designation & Address)

APPENDIX-F

FORMAT OF INTEGRITY PACT

This pre-bid contract agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2019, between on one hand,

Can Fin Homes Ltd, 29/01, Sir MN Krishna Rao Road, Bangalore - 560004

AND

M/s _____ a company registered under Companies Act 1956 (or) 2013 having its registered office at _____ India, (hereinafter referred to as the BIDDER which expression shall include its successors and assigns).

Whereas the BUYER proposes to procure _____ and the BIDDER is willing to offer/has offered the stores/equipment, and Both parties undertake to avoid all forms of corruption by following a system that is fair, transparent, and free from any influence of prejudiced dealings prior to, during, and subsequent to the currency of the contract to be entered into with a view to:

Enabling the BUYER to obtain the said stores/equipment in a competitive price in conformity with the defined specifications by avoiding the high cost and distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials, by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the BUYER

- 1.1. The BUYER undertakes that no official of the BUYER, connected directly, or indirectly to the contract, will demand, take a promise for or accept, directly, or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or advantage from the BIDDER, either for themselves, or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford a particular advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3. All the officials of the BUYER will report to the appropriate Government office any attempt or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4. In case any such preceding misconduct on the part of such officials is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, may

be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

2. Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

- 2.1 The BIDDER will not offer directly, or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.2 The BIDDER further undertakes that it has not given, offered or promised to give directly or indirectly, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Company for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Company.
- 2.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.4 BIDDERS shall disclose the payments to be made by them to agents/brokers, or any other intermediary, in connection with this bid/contract.
- 2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/ authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company, whether Indian or foreign, to intercede or facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.6 The BIDDER either while presenting the bid or during the pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by the BUYER as part of the business

- relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
 - 2.11 The BIDDER shall not instigate or cause to instigate any third person to instigate any of the actions mentioned above.
 - 2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of any officer of the BUYER has financial Interest/stake in the BIDDERS firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in section 6 of the Companies Act, 1956.
 - 2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions directly or indirectly with any employee of the BUYER

3. PREVIOUS TRANSGRESSION

- 3.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government department in India that could justify BIDDER's exclusion from the tender process.
- 3.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER shall be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. EARNEST MONEY (SECURITY MONEY)

- 4.1. While submitting commercial bid, the BIDDER shall deposit an amount (to be specified in the RFP) as Earnest money/Security deposit, with BUYER through any of the following instruments:
 - 4.1.1 Bank draft or Pay Order in favour of _____
 - 4.1.2 A confirmed guarantee by any Indian Nationalized bank, promising payment of the guaranteed sum on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of _____ payment.
 - 4.1.3 Any other mode through any other instrument (to be specified in the RFP)
- 4.2 The Earnest money/Security deposit shall be valid unto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions for Sanctions for Violation shall lie applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest money/Security deposit for the period of its currency.

5. SANCTIONS FOR VIOLATIONS

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
 - 5.1.1 To immediately call of the pre- contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - 5.1.2 The Earnest Money Deposit, (in pre-contract stage) and/or Security Deposit Performance Bond (after the contract is signed) shall stand forfeited, either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - 5.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - 5.1.4 To recover all sums already paid by the BUYER and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending rate of State Bank of India, while in case of a BIDDER from a country other than India, with interest thereon at 2% higher than the LIBOR.
 - 5.1.5 If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract of any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - 5.1.6 To encash the advance bank guarantee and performance bond warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - 5.1.7 To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the buyer shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - 5.1.8 To debar the BIDDER from participating in future bidding processes of the Company for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - 5.1.9 To recover all sums paid in violation of this Pact by BIDDER(s) to any middle men or agent or broker with a view to securing the contract.
 - 5.1.10 Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2 The BUYER will be entitled to take all or any of the actions mentioned at Para 5.1 (i) to (x) of this Pact also on the commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offense as defined in Chapter IX of the Indian Penal code 1860 or Prevention of Corruption Act 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the BUYER to the effect that a breach of the provisions of this act has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purpose of this Act.

6. FAIL CLAUSE

- 6.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/system or sub-systems at a price lower than that offered in the present bid in respect of any other

Ministry/Department of the Government of India or PSU and if it is found at any stage that similar products/systems or sub-systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price than that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded to the BUYER by the BIDDER if the contract has already been concluded.

7. INDEPENDENT MONITORS

- 7.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and addresses of the Monitors to be given)
- 7.2 The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project procurement including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction all project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same id is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-contractor(s) with confidentiality.
- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a report to the designated Authority of the BUYER/Secretary in the department within 8 to 10 weeks from the date of reference or intimation to him by the BUYER or BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. FACILITATION OF INVESTIGATION

- 8.1 In case of any allegation of violation of any provision of this Pact, or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the books of accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall all possible help for the purpose of such examination.

9. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian law. The place of performance and jurisdiction is the seat of the BUYER.

10. OTHER

Legal Actions- The actions stipulated in this Integrity Pact are without any prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. VALIDITY

- 11.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to five years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire six months from the date of the signing of the contract.
- 11.2 Should one or several provisions of this Pact turn out to be invalid, the reminder of this Pact shall remain valid. In this case the parties will strive to come to an agreement to their original intentions.

This Integrity Pact is signed on _____

By:

ON BEHALF OF THE BUYER

Name of the Official

Designation

Can Fin Homes Ltd

Signature of Witness 1

Name:

Address:

ON BEHALF OF THE BIDDER

Name of the Official

Designation

M/s

Signature of Witness 2

Name:

Address:

APPENDIX-G

ACCEPTANCE CERTIFICATE

No.

Date:

M/S.

Sub: Certificate of successful commissioning/go live of Application Software for Audit and Inspection with related Hardware & Software for Can Fin Homes

This is to certify that the Services / Application Software for Audit and Inspection system as detailed below has/have been successfully completed in accordance with the Agreement. The same has been implemented.

Contract No. _____ dated _____

Description of the Services / Application Software for Audit and Inspection SYSTEM _____

Date of successful commissioning/ go live and proving test _____

Details of services not yet supplied and recoveries to be made on that account:

<u>Sr. No.</u>	<u>Description</u>	<u>Amount to be recovered</u>
-----------------------	---------------------------	--------------------------------------

The Contractor has fulfilled his contractual obligations satisfactorily* or

The Contractor has failed to fulfill his contractual obligations with regard to the following:

- (a)
- (b)
- (c)
- (d)

The amount of recovery on account of non-render of Services / Application Software for Audit and Inspection System is given under Para No._____.

The amount of recovery on account of failure of the Contractor to meet his contractual obligations is as indicated in endorsement of the letter.

Signature: _____

Name: _____

Designation: _____

Explanatory notes for filing up the certificates:

He has adhered to the time schedule specified in the contract in dispatching the Service(s) pursuant to Specifications.

He has commissioned/made go live the services in time i.e., within the period specified in the Contract from the date of intimation by Can Fin Homes in respect of the Implementation of the Service(s).

Training of personnel has been done by the Vendor/Bidder as specified in the Contract/Agreement.

In the event of Manuals having not been supplied or Implementation of AML SYSTEM having been delayed on account of the Vendor/Bidder, the extent of delay should always be mentioned.

APPENDIX-H

DEED OF INDEMNITY

This Deed of Indemnity executed at Bangalore on the _____ day of _____ by _____ (hereinafter referred to as “the Obligor” which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

IN FAVOUR OF

Can Fin Homes Ltd, was incorporated in the year 1987, registered office at 29/1, Sir M N Krishna Rao road, Basavanagudi, Bangalore 560 004. The Company, as on date, is having 180 + Branches, 3 CPCs and 4 CDSCs spread across various locations of the country

WHEREAS

- (1) The Obligor has
 - (a) Offered to Can Fin Homes for Supply, Development, Installation, Implementation, Customization, Testing, Training and Operationalization of Application software for Inspection and Audit of Branches/offices in CBS environment of the Company, as stated under Point 3 of RFP document;
 - (b) Represented and warranted that they have all permissions, consents, approvals and license from all authorities, both regulatory / statutory and non- regulatory, for executing their services to CFHL;
 - (c) Represented and warranted that the aforesaid services offered to CFHL do not violate any provisions of the applicable laws, regulations or guidelines including laws relating to intellectual property rights, legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied the same will be got remedied immediately during the implementation, maintenance and contract period to the satisfaction of Can Fin Homes;
 - (d) Represented and warranted that they are authorised and legally eligible and otherwise entitled and competent to enter into such contract(s) with Can Fin Homes Ltd.
- (2) Can Fin Homes Ltd, relying and based on the aforesaid representations and warranties of the Obligor, has agreed to avail the services of the Obligor on the _____ terms and conditions contained in its Contract / Agreement dated _____ (the Agreement) with the Obligor;
- (3) One of the conditions of the aforesaid Agreement is that the Obligor is required to furnish an indemnity in favour of Can Fin Homes Ltd indemnifying the latter against any loss, damages or claims arising out of any violations of the applicable laws, regulations, guidelines during the execution and rendering of it's services / AML SYSTEM to CFHL over the contract period as also for breach committed by the Obligor on account of misconduct, omission or negligence or otherwise by the Obligor.
- (4) In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of CFHL as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:-

In consideration of Can Fin Homes Ltd having agreed to award the aforesaid services / job to the Obligor, more particularly described and stated in the aforesaid Agreement, the Obligor do hereby unconditionally, absolutely and irrevocably agree and undertake that:-

- (1) the Obligor shall, at all times hereinafter, save and keep harmless and indemnified CFHL, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract / Agreement and any loss or damage caused from and against all suits and other actions that may be instituted taken or preferred against CFHL by whomsoever and all losses, damages, costs, charges and expenses that Can Fin Homes may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws including those relating to intellectual property rights, rules, regulations, guidelines and also from the environmental damages, if any, which may occur or result from the terms of the Agreement/Contract.
- (2) The Obligor further agrees and undertakes that the Obligor shall, ensure that all the permissions, authorizations, consents and licenses are obtained and renewed from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, rules, regulations, guidelines, orders framed or issued by any appropriate authorities.
- (3) The Obligor further agrees to provide complete documentation of all sub-systems, operating systems, systems software, utility software and other software, they are having. The Obligor shall also provide licensed software for all software services, whether developed by it or acquired from others for performing the obligations under the Contract. The Obligor shall also indemnify and keep indemnified Can Fin Homes against any levies / penalties / claims / demands litigations, suits, actions, judgments, and or otherwise on account of any default and or breach and or otherwise in this regard.
- (4) If any additional approval, consent or permission is required by the Obligor to execute and perform the Contract / Agreement during the currency of the Contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
- (5) The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of CFHL or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.
- (6) The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to Can Fin Homes).
- (7) This indemnity shall survive the aforesaid Agreement.
- (8) Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Agreement and or as stated above.
- (9) This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to this indemnity may be brought in the Courts/Tribunals at Bangalore. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and

may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.

- (10) Can Fin Homes may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of CFHL.

IN WITNESS WHEREOF the Obligor has signed these presents on the day, month and year first above written.

Signed and Delivered on behalf of)
_____)
by the hand of _____,)
_____, the authorised official)
of the Obligor)

APPENDIX-I
CONTRACT FORM

THIS AGREEMENT (the Agreement) made at..... the day of 2019.

BETWEEN

Can Fin Homes Ltd, was incorporated in the year 1987, Registered office at 29/1, Sir M N Krishna Rao road, Basavanagudi, Bangalore 560 004. The company, as on date, is having 180 + Branches, 3 CPCs and 4 CDSCs of the country, of the ONE PART

AND

..... (Name of successful Bidder / Contractor) and having its registered office at..... of (hereinafter called “the Contractor” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the OTHER PART;

The Purchaser and Contractor are hereinafter collectively referred to as "Parties".

WHEREAS the Purchaser invited bids for certain Services viz..... (Brief Description of Service(s)) and has accepted a bid by the Contractor for rendering of the Services for the sum of Rs..... (Contract Price in Words and Figures) (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the terms and conditions of RFP/ Contract / Agreement referred to.

RFP Document / Bid No. _____ shall be deemed to form and be read and construed as part of this Agreement, which, inter alia, includes

Eligibility criteria

Requirement Description

Bid Guidelines

The terms and conditions of RFP/ Contract

Annexures

The Technical and Commercial Bid form submitted by the Bidder/Contractor;

The purchaser’s notification of award

(All the above are collectively referred to as "the said documents")

In consideration of the payments to be made by the Purchaser to the Contractor as hereinabove mentioned, the Contractor hereby agrees and covenants with the Purchaser to provide / render the Service(s), to furnish necessary undertakings, guarantees, etc. as mentioned in the RFP document / the said documents and to remedy defects, if any therein, including upgrading / updating the software, etc. strictly in conformity in all respects with the provisions of the said documents.

The Purchaser hereby agrees and covenants to pay the Contractor in consideration of the rendering of the Services and the remedying of defects, if any therein, including upgrading / updating the software, etc., the Contract price or such other sum as may become payable under the provisions of the said documents at the times and in the manner prescribed by the said documents.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed on the day, month and year first above written.

Signed and Delivered by

The within named

Can Fin Homes Ltd / Purchaser

Signature:

Name:

Date: -

IN THE PRESENCE OF.

1. Signature

Name : -.....

Address: -.....

2..... Signature

Name : -.....

Address: -

Signed and Delivered by.....

The within named

Contractor

M/s.

.....

Date : -.....

IN THE PRESENCE OF:

1. Signature

2. Signature

Name: -.....

Name: -.....

Address: -.....

Address: -.....

.....

.....

APPENDIX-J

PRE-BID QUERY FORMAT

Sl.No	Section and Clause Reference No.	Page No.	RFP Text	Query	Response to query (to be left company by the vendor)