



CANBANK COMPUTER SERVICES LIMITED

Request for quotes [RFQ 01/2019-20]

For

Kisan Agri Platform-Comprehensive advisory solution for farmer clientele

ON POC BASIS

**Issued by: Canbank computer services ltd
J P Royale, 1st floor
No 218, 2nd Main, Sampige Road
Malleswaram, Bangalore 560003
Phone No:080-23469661
Email:ccsl@ccsl.co.in**

Bid Schedule

Sl. No.	Description	Details
1.	RFQ No. and Date	RFQ 01/2019-20 dated 08/11/2019
2.	Location Address for submission of Bid/s [Address for Communication]	Canbank computer services ltd J P Royale, 1st floor No 218, 2 nd Main, Sampige Road Malleswaram, Bangalore 560003 Phone No:080-23469661 Email:ccsl@ccsl.co.in
3.	Date of Issue	08/11/2019, Friday
4.	Last Date of Submission of Bids	14/11/2019, Thursday up to 03:00 PM
5.	Date and Time of Opening Bid	14/11/2019, Thursday at 04:30 PM
6.	Date and Time opening of Commercial Bid.	Will be intimated at a later date.

REQUEST FOR QUOTATION RFQ 01/2019-20 Dated 08/11/2019

FOR Kisan agri platform on POC basis

1. Objective:

M/s CCSL proposes to procure a Comprehensive advisory platform for farmers which shall be integrated with banking services as per the Terms & conditions, Technical Specifications and Scope of Work described elsewhere in this document ON POC Basis.

2. Effective Date:

The effective date shall be date of acceptance of the order by the successful bidder. However, the bidder shall submit the acceptance of the order within one day from the date of receipt of order. The Company reserves the right to consider the late acceptance of the order, if any, at its discretion.

3. Preparation of Bids:

3.1. The Bid shall be typed 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.

3.2. The Two (2) parts as stated above should be placed in two separate envelopes superscribed with 'Technical Proposal' and 'Commercial Bid' respectively and properly closed and sealed. Thereafter, both the envelopes shall be placed inside another envelope and properly closed and sealed. The final envelope should be superscribed as "Offer for Kisan agri platform in response to "RFQ 01/2019-20 dated 08/11/2019" (includes separately sealed 'Technical Proposal' and 'Commercial Bid') on the top of the envelope. All the envelopes shall bear the name and complete postal address of the bidder as well as the addressee, namely the Managing Director, CCSL, J P Royale No 218 2nd main, Sampige Road, Malleswaram, Bengaluru - 560003.

3.3. All the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be paginated with Name, Seal and Signature of the Authorized Signatory. Bids with erasing / overwriting / cutting without authentication may be liable for rejection. Authorization letter for signing the Bid documents duly signed by Company's Authorized signatory should be submitted.

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

3.5. Part A-Technical Proposal:

3.5.1. Technical Proposal should contain response to Annexure 1 to 3 of this RFQ.

3.5.2. It is mandatory to provide the compliance to the Security Checklist and scope required by the Company in the exact format of Annexure-2 of this RFQ.

- 3.5.3. 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.
- 3.5.4. The Company shall not allow / permit changes in the Scope once it is submitted.
- 3.5.5. The Technical Proposal should be complete in all respects and contain all information sought in this RFQ and Annexure-1 to 3. The **Part A-Technical Proposal** should be complete and should cover all products and services.
- 3.5.6. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as **“PART A-Technical Proposal for RFQ 01/2019-20 dated 08/11/2019 for Kisan Agri Platform**

3.6. Part B-Commercial Bid:

- 3.6.1. Commercial Bid should be submitted as per Annexure-4.
- 3.6.2. Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFQ on prices. Bill of Material should give all relevant price information as per **Annexure-4**. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.
- 3.6.3. Under no circumstances the Bill of Material should be kept in Part-A (i.e. Technical Proposal) Covers. **The placement of Bill of Material in Part A (i.e. Technical Proposal) covers will make bid liable for rejection.**
- 3.6.4. 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
- 3.6.5. 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.
- 3.6.6. The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by CCSL.
- 3.6.7. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as **“PART B-Commercial Bid for RFQ 01/2019-20 dated 08/11/2019 for Kisan Agri Platform”**.

4. Security Deposit / Performance Bank Guarantee:

- 4.1. The Bidder should submit a bank guarantee for 10% of total value of the contract within one week from the date of acceptance of the Order.
- 4.2. If the Security Deposit/Performance Guarantee is not submitted within the time stipulated above, penalty at 0.50% plus GST for each completed calendar week of delay or part thereof on the cost of the order will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 5% plus GST of the total order value.
- 4.3. Performance Bank Guarantee should be valid for One (1) year from the date of installation and shall be retained till the completion of warranty period. The guarantee should also contain a claim period of Three months from the last date of validity.

- 4.4. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Canara Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). The format for submission of Security Deposit / Performance Guarantee in the form of Bank Guarantee is as per Annexure-5. Any bank guarantee submitted in physical mode, including Security Deposit / Performance Guarantee which cannot be verifiable through SFMS will be rejected summarily.
- 4.5. The bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and warranty period.
- 4.6. The security deposit / Bank guarantee will be returned to the bidder on completion of project.
- 4.7. The Company shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the bidder fails to complete his obligations under the contract. The Company shall notify the Bidder in writing before invoking the Bank guarantee.

5. **Submission of Bids:**

- 5.1. The Name and address of the Bidder, RFQ No. to be specifically mentioned on the Top of the envelope containing Bid.
- 5.2. The bid/s properly superscribed in the manner prescribed in earlier clauses of this RFQ should be deposited in the **Tender Box** at the Place, Venue, Date and Time mentioned in bid schedule in Page-2 of this document.
- 5.3. If the last day of submission of bids is declared as a holiday under NI Act by the Government subsequent to issuance of RFQ, the next working day will be deemed to be the last day for submission of the RFQ. The Bid/s which is/are deposited after the said date and time shall not be considered.
- 5.4. Bids sent through post/courier will not be accepted / evaluated. Bids should be deposited in the Tender Box.
- 5.5. If the envelopes, including the outer envelope is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid's misplacement or premature opening.

- 5.6. The following officials will facilitate in bid related queries and make arrangements for deposit of bid documents:

First Official	Alternate Official
Mr. Radhakrishnan Nair Phone 080 23469661	Mr. K M Sathianathan Mobile 8762579551

- 5.7. In case bid documents are too bulky to be placed inside the tender box, arrangements will be made by the above-mentioned officials to receive the tender. However, bidder should reach the venue before the date and time stipulated as per above clause 5.2.

6. Bid Opening:

- 6.1. The Part A-Technical Proposal shall be opened in the presence of the Bidder's representative/s who may choose to attend the bid opening as per following schedule mentioned Bid Schedule in Page-2 of this document.

Bidder's representative may be present in the place and venue well in time along with an authorization letter in hand for each bid opening under this RFQ, as per the format (Annexure-6) enclosed.

Note: Authorisation letter should be carried in person and shall not be placed inside in any of the bid covers.

- 6.2. Attendance of all the representatives of the bidders who are present at bid opening will be taken in a register against Name, Name of the Company and with full signature.
- 6.3. The Bidders may note that no further notice will be given in this regard. Further, in case the Company does not function on the aforesaid date due to unforeseen circumstances or declared as holiday then the bid will be accepted up to 3.00 PM on the next working day and bids will be opened at 3:30 PM at the same venue on the same day.
- 6.4. The following details will be announced at the time of bid opening.
- 6.4.1. Name of the Bidders.
 - 6.4.2. Presence or absence of cost of the Bidding document.
 - 6.4.3. Such other details as the Company at its discretion may consider appropriate.
- 6.5. If any of the bidders or all bidders who submitted the tender are not present during the specified date, time, and venue of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the company at its discretion will proceed further with opening of the Part A - Technical Proposal in their absence.
- 6.6. The Part A - Technical Proposal submitted by the bidder will be evaluated based on the submitted documents as per Annexure-1 to 3. The Part B-Commercial Bid of only those bidders who qualified in Part A - Technical Proposal and have scored Minimum Seventy-five (75) percentage out of Hundred (100) in Annexure-2, will be opened with due communication by the Company.
- 6.7. Requirement of the solution is provided in Annexure-2. On the basis of the response of the Bidder, marks will be provided. Based on the evaluation as per Annexure-2, each

Bidder will be given certain marks. The Bidder shall be awarded full marks i.e. one (1) for each technical specification as per Annexure-2.

6.8. Only those Bidders scoring minimum 75% of the technical evaluation and fulfilling the Terms & Conditions will be short-listed for commercial evaluation.

7. **Execution of Agreement:**

7.1. Within one week from the date of acceptance of the Order, the bidder shall sign a stamped "Agreement" with the Company at Bengaluru as per the format to be provided by the Company.

7.2. The Agreement shall include all terms, conditions and specifications of RFQ and also the Bill of Material and Price, as agreed finally after Bid evaluation and negotiation. The Agreement shall be executed in English language in one original, the Company receiving the duly signed Original and the Bidder receiving the photocopy. The Agreement shall be valid till all contractual obligations are fulfilled.

7.3. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form a part of the Contract Agreement till the conclusion of the contract.

8. **Delivery, Installation & Commissioning:**

8.1. Company shall provide the address and contact details for delivery of Software Items while placing the order.

8.2. Installation, Customization, Integration & Production Live of Software Solution should be completed within 3 months from the date of acceptance of the Purchase Order.

9. **Penalties/Liquidated Damages:**

9.1. **Penalties/Liquidated damages for delay in Delivery and Installation of Software Solution in all Locations:**

9.1.1. Non-compliance of the above Supply/delivery & installation as per clause 8.2 will result in the Company imposing penalty of 0.50% plus GST on delay in Delivery to UAT of Software Solution per week or part thereof, on the invoice value.

9.1.2. Non-compliance of the above Installation, Customization, Integration & Production Live of Software Solution as per clause 8.3 will result in the Company imposing penalty of 0.50% plus GST on delay in Go live of Software Solution per week or part thereof, on the invoice value.

9.1.3. However, the total Penalty/LD to be recovered under this clause shall be restricted to 5% plus GST of the total value of the order.

9.2. **Penalties/Liquidated Damages for non-performance:** If the specifications of the RFQ are not met by the bidder during various tests, the bidder shall rectify or replace the same at bidders' cost to comply with the specifications immediately to ensure the committed uptime, failing which the Company reserves its right to reject the items.

9.3. The liquidated damages shall be deducted / recovered by the Company from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Purchase Orders issued under this contract,

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

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

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

10. Pricing & Payments:

10.1. The Price offered to the Company must be in Indian Rupees inclusive of all taxes but Exclusive of GST (CGST/SGST). The Vendor has to quote the applicable taxes separately in the Bill of Material.

10.2. The item value along with GST should be claimed in the invoice and GST will be paid in actuals at our end.

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

10.4. From the date of placing the order till the delivery of the systems, if any changes are brought in the duties such as excise/customs etc., by the Government resulting in reduction of the cost of the systems, the benefit arising out of such reduction shall be passed on to the Company.

10.5. Applicable Taxes will be paid at actuals.

11. Payment Terms:

11.1. Payment schedule will be for 7000 farmers to be completed in 3 months as under:

Sl. No.	Payment Stages	% of Payment	Condition/Remarks
1	Delivery of Kisan Agri module and completing 3500 farmers	50%	On delivery of the software and completing 3500 farmers in one month
2	7000 farmers on boarding	balance	On completion of 7000 farmers.

11.2. Payment shall be released within one week of submission of relevant documents as per RFQ terms, Order Terms and after signing the contract Agreement.

11.3. Please note that Originals of invoices (plus One Copy) reflecting GST, GSTIN, State Code, State Name, Taxes & Duties, Proof of delivery duly signed by Company officials of the respective Branch/office should be submitted while claiming payment in respect of orders placed.

11.4. The payments will be released through NEFT / RTGS and the Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.

12. Order Cancellation/Termination of Contract:

12.1. The company reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by

the Company in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:

- 12.1.1. Delay in delivery beyond the specified period for delivery.
 - 12.1.2. Serious discrepancies noted in the items delivered.
 - 12.1.3. Breaches in the terms and conditions of the Order.
- 12.2. The Company reserves the right to cancel the contract placed on the bidder and recover expenditure incurred by the Company on the following circumstances:
- 12.2.1. Non submission of acceptance of order within one day of order.
 - 12.2.2. Excessive delay in execution of order placed.
 - 12.2.3. The Bidder commits a breach of any of the terms and conditions of the bid.
 - 12.2.4. The bidder goes in to liquidation voluntarily or otherwise.
 - 12.2.5. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
 - 12.2.6. The progress made by the Bidder is found to be unsatisfactory.
 - 12.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- 12.3. Company shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services during AMC period (If contracted).
- 12.4. The Company reserves the right to recover any dues payable by the Bidder from any amount outstanding to the credit of the Bidder, including the pending bills and security deposit, if any, under this contract.
- 12.5. In addition to the cancellation of purchase order, the Company reserves its right to invoke the Bank Guarantee towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

13. Warranty:

The entire equipments / hardware (including OS) & software deployed for this project shall be under Comprehensive Onsite Warranty covering all parts including the display panel, updates, minor update of software, maintenance or support for its proper operation, performance and output as specified in the tender technical specifications for a period of One (1) year from the Date of Installation/commissioning.

14. Annual Maintenance Contract/Annual Technical Support (If Contracted):

- 14.1. The Company, at its discretion may enter into Annual Maintenance Contract (AMC)/Annual Technical Support (ATS) with the Bidder after completion of respective warranty periods.
- 14.2. Support for Software Solution and Other Items supplied should be available for a minimum period of 1 year, covering all parts, maintenance and support, after expiry of warranty period.
- 14.3. During the Warranty and AMC/ATS (if contracted) period, the Bidder should extend the On-Site Service Support. The scope of Warranty and AMC/ATS (if contracted) shall include
 - 14.3.1. Rectification of Bugs/defects if any.
 - 14.3.2. Preventive Maintenance quarterly.
 - 14.3.3. Maintenance of Software Solution including Software.

15. Scope Involved During Warranty and AMC/ATS Period (if contracted):

During the period of contract up to completion of Warranty and also during Annual Maintenance Contract (if contracted), the bidder shall perform the following:

- 15.1. If any software and Hardware updates provided by the OEM as free of cost, it should be provided and installed & configured by the Bidder during Warranty and AMC support [If contracted].
- 15.2. Any corruption in the Software or media shall be rectified during the full period of the contract including Warranty and AMC/ATS, if contracted, at no extra cost to the Company.
- 15.3. The system spare parts/services, as and when required, and complete maintenance of the Supply, Installation and Maintenance of Servers, System Software and other Items during warranty period and AMC/ATS (if contracted), shall be supported for a period to be specified by the Company at no extra cost.
- 15.4. The support shall be given in person or through telephone, FAX, letter and E-mail within a reasonable time as the case may be.
- 15.5. Only licensed copies of software shall be supplied and ported in the Software Solution and other Items. The bidder shall grant an irrevocable perpetual license to the Company to use the software. Further, all software supplied shall be of latest version.
- 15.6. The bidder shall provide centralized complaint booking facility to the bank and the dash board, if available, shall be provided to the Company. The method of booking complaints shall be E-mail, Toll-free no, on line portal, web, etc.
- 15.7. The bidder shall give a presentation on the capability of the application before the bid date at the company office

Annexure-1

Applicant's Profile

SUB: RFQ 01/2019-20 dated 08/11/2019 for Kisan Agri Platform.

Ref: Your RFQ 01/2019-20 dated 08/11/2019.

Sl. No.	Particulars	Details
a)	Name of the Company	
b)	Constitution	
c)	Date of Establishment/Incorporation	
d)	Address (Order to be placed on which Office) with details such as Contact person name, Mobile number & email.	
	Registered Office	
	Corporate Office	
e)	Telephone No./Mobile No.	
	E-mail Address	
	Website	
f)	PAN Number of the firm	
	GST Number of the firm	
	Name of the Bank and Branch address	
	<u>Bank Details</u>	
	Name of Beneficiary	
	Type of Bank Account	
	Account Number	
	IFSC Code	
g)	Name of the Product/Solution Offered	
h)	Name of the OEM of the solution/product Offered	

Date

Signature with seal

Name :

Designation :

Annexure-2

Technical Requirement and Scope of Work for Kisan Agri platform

SUB: RFQ 01/2019-20 dated 08/11/2019 for Kisan Agri platform
Ref: RFQ 01/2019-20 dated 08/11/2019.

- Escrow agreement to be done with the Canara Bank for safe keeping of the source code. Escrow agent will be mutual agreed by the Bidder and Canara Bank. Escrow cost to be shared by company and the bidder equally.
- Bidder has to ensure that application is to be developed based on secured coding practices.
- Bidder has to provide the Code Audit certificate before moving the application to UAT environment.
- Bidder has to support the company for rectification of IS Audit observations, VAPT observations, Ethical Hacking observations, Code audit observations, UIDAI audit observations and any other audit conducted by regulatory authority or governing body.

Sl. No.	Scope of Work	Bidder's Compliance (Yes/No)
	The proposed solution should provide the following services in the platform .It will be used by the selected farmers of Canara Bank,7000 Nos, in selected districts Digitization of plot details and the provide services on web and mobile	
1	It should also be possible to add new lists as and when they are introduced in future at no additional cost apart from license fees.	
2	Geo tagging/geo fencing and continuous monitoring through satellite data	
3	Real time data capturing , reporting, storing in cloud after encryption, data analytics	
4	Profiling farmer data and give information on crop growth, end use verification ,extent of area under each crop for existing bank customers, and the crop history of the plots for new customers,	
5	Providing data on weather forecasting and notifying	
6	Notifying designated bank officials on important activities like sowing, weeding, fertilizer and pesticide application ,irrigation in respect to enrolled farmers	
7	Harvest date/expected yield estimation	
8	Data capture for making credit renewal decision for existing customers	
9	Provide facilitation for Mandy price integration	
10	Customized advisory services	
11	On-boarding of input suppliers	
12	Online financial consultancy.	
13	For making Online loan application facility, link to be provided to go to banks online loan services	

14	Farm machinery aggregators	
15	Capability to interface with Online platform for agri marketing	
16	Generate alerts based on weather forecast to farmers	
17	Soil test and soil card digitization	
18	Integration of revenue records/cadastral maps with satellite data wherever facilities are available	
19	User training and implementation support	
20	Implementation in different agro climatic zones	
21	Implemented for Banks/Govt. Organizations / Agri Societies, input suppliers	
22	Pest and diseases forecast and advisory on crop protection services	

Date

Signature with seal

Name :

Designation :

Note: Each trait will carry marks in the range of 0-5, in order to qualify in the technical bid, the bidder should obtain at least 75% of the total marks i.e. 100 marks, the bidder if eligible will have to demonstrate the product / solution within 2 days of bid opening.

Annexure-3

Non-Disclosure Agreement

SUB: RFQ 01/2019-20 dated 08/11/2019 for Kisan Agri Platform.

Ref: Your RFQ 01/2019-20 dated 08/11/2019.

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the Bidder, are agreeable to provide IT Solution/ services to 7000 farmers identified by M/s CCSL having its office at No 218 J P ROYALE, Sampige road, Malleswaram, Bangalore 560003 hereinafter referred to as the Company and,

WHEREAS, the Bidder understands that the information regarding the Farmer and data collected in the application shared by the Company as per RFQ is confidential and/or proprietary to the Company, and

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

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

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

Date

Signature with seal

Name :

Designation :

Annexure-4
Bill of Material

SUB: RFQ 01/2019-20 dated 08/11/2019 for Kisan Agri Platform.

Ref: RFQ 01/2019-20 dated 08/11/2019.

Table A- Price details of Kisan Agri Platform for 7000 farmers

[Amount in Indian Rupees]

Sl. No.	Item Details	Cost Price			
		Cost with 1 year warranty & support (Excl. of Taxes)	Tax for Column A		Cost with 1 year warranty & support (Incl. of Taxes)
		A	B % of tax	C Tax Amt	D=A+C
a	Kisan Agri Platform-Comprehensive advisory solution for farmer clientele ON POC BASIS for 7000 farmers				

Declaration:

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

Date

Signature with seal

Name :

Designation

ANNEXURE-5
Pro forma of Performance Bank Guarantee for Contract Performance

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

To: The Managing Director,
The Canbank Computer Services Ltd,
No 218 JP Royale, 2nd Main, Sampige Road
Malleswaram, BENGALURU - 560 003

WHEREAS (Name and address of M/s XXXX Ltd (hereinafter referred to as “the CONTRACTOR”) has undertaken to supply, local delivery and installation up to Acceptance by the m/s CCSL, Acceptance testing and also includes documentation, warranty, annual maintenance, if contracted, and training or demo of the user related to Supply, Installation and Maintenance of Software solution and other Items as per their Contract dated _____ with you (hereinafter referred to as “the CONTRACT”)

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

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

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

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

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs _____ (Rupees _____) an amount equivalent to 10% of the Contract Price against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs _____ (Rupees _____) may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.

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

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein

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

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

Dated this _____ day of _____ 2019.

For and on behalf of

_____ BRANCH MANAGER SEAL ADDRESS PLACE

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

Name of the Bank:

Name of the Branch

IFSC Code:

Annexure-6

Authorization Letter Format

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

Ref No:

Date:

The Managing Director,
The Canbank Computer Services Ltd,
No 218 JP Royale, 2nd Main, Sampige Road
Malleswaram, BENGALURU - 560 003

Dear Sir,

SUB: RFQ 01/2019-20 dated 08/11/2019 for Kisan Agri platform.

Ref: RFQ 01/2019-20 dated 08/11/2019.

This has reference to your above RFP.

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

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name & Designation of Authorizing Authority

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