CAN FIN HOMES LTD
(Registered Office: BANGALORE)

Request for Proposal (RFP)
For
"SUPPLY, INSTALLATION AND COMMISSIONING OF LENOVO THINKCENTER AIO NEO 50A 24 GEN 5 DESKTOPS and LENOVO THINKPAD E14 ULTRA 5 LAPTOPS AT CAN FIN HOMES LTD"

**TENDER.REF. NO: RFP-IT/145/2026-27**

| | |
|---|---|
| Date of commencement of issue of RFP | : 04.11.2026 |
| Last date for receipt of queries on RFP | : 09.11.2026 at 16:00 hrs. |
| Last date for Bid Submission of RFP | : 18.11.2026 at 15:00 hrs. |
| Date of Opening of Bids of RFP | : 18.11.2026 at 16:00 hrs. |

**ISSUED BY : ASSISTANT VICE-PRESIDENT & HEAD-IT**
**CANFIN HOMES LTD**
**REGISTERED OFFICE,**
**29/01, SIR M N KRISHNA RAO ROAD**
**BASAVANAGUDI**
**BANGALORE 560 004**

**Contact Numbers : Tel - 080-42046075**
**Fax- 080-26565746**
**Email: it@canfinhomes.com**

**Bid Details: Supply, Installation and commissioning of Lenovo ThinkCentre AIO NEO 50A 24 Gen 5 desktops and Lenovo ThinkPad E14 Laptops**

| Sl. No. | Description | Details |
|---|---|---|
| 1. | RFP No. and date | TENDER.REF. NO.: TENDER.REF. NO.: RFP-IT-145/2026-27 Dated: 04/11/2026 |
| 2. | Brief Description of the RFP | RFP for engaging vendor for Supply, Installation and Commissioning of Lenovo ThinkCentre AIO Neo 50a 24 Gen 5 Desktops and Lenovo ThinkPad E14 Laptops. |
| 3. | Company's Address for Communication and Submission of Tender | AVP & Head-IT<br>CAN FIN HOMES LTD<br>REGISTERED OFFICE,<br>29/01, SRI MN KRISHNA RAO ROAD<br>BASAVANAGUDI<br>BANGALORE 560 004<br><br>Tel - 080-42046075<br>Fax - 080-26565746<br>Email: it@canfinhomes.com |
| 4. | Date of Issue | 04-11-2026 (Wednesday) |
| 5. | Last date for receipt of queries on RFP | 09-11-2026 at 16:00 hrs.<br>Email: it@canfinhomes.com |
| 6. | Pre-bid Meeting Date & Time | 11-11-2026 Wednesday at 12:00 PM |
| 7. | Last Date of submission of Bids | 18/11/2026, Wednesday up to 3.00 PM |
| 8. | Date and time opening of Part A conformity to Eligibility criteria. | 18/11/2026, Wednesday at 4.00 PM |
| 9. | Date and time opening of Technical & commercial bid Part-B & Part-C. | 18/11/2026, Wednesday at 5.00 PM |

## 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 requires. 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 (CFHL), 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 communicated to the bidders 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 proposal 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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**1. Introduction:**

Can Fin Homes Ltd, was incorporated in the year 1987, "The International Year of Shelter for the Homeless", (hereinafter referred to as Company") The main objective of setting up the company was, promoting home ownership and increasing the housing stock in the country. Company is having its Registered office at 29/1, Sir M N Krishna Rao Road, Basavanagudi, Bangalore 560004.The company has around 250+ branches/offices 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. About RFP:**

The Company intends to procure Lenovo ThinkCentre AIO Neo 50a 24 Gen 5 Desktops and Lenovo ThinkPad E14 Laptops from competent and eligible bidders who are authorized resellers, distributors or channel partners of Lenovo. In this connection, the Company invites sealed offers for the Supply, Installation and Commissioning of Lenovo ThinkCentre AIO Neo 50a 24 Gen 5 Desktops and Lenovo ThinkPad E14 Laptops, as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.

Note: This RFP should not be considered as a statement of intent for availing the services, unless a purchase order or notification of award is published by Can Fin Homes if any, as a result of this RFP process.

**3. Objective:**

The Company intends to procure Lenovo ThinkCentre AIO Neo 50a 24 Gen 5 Desktops and Lenovo ThinkPad E14 Laptops in accordance with the Terms & Conditions, Technical Specifications and Scope of Work specified elsewhere in this document.

**4. Requirement Details**

The Company invites sealed offers ('Part-A – Eligibility Criteria', 'Part-B – Technical Bid' and 'Part-C – Commercial Bid') from eligible bidders for the Supply, Installation and Commissioning of Lenovo ThinkCentre AIO Neo 50a 24 Gen 5 Desktops and Lenovo ThinkPad E14 Laptops to Can Fin Homes Limited, as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document. This RFP consists of the requirements as given below:

| Sl. No | Item details |
|---|---|
| 1 | To procure Lenovo ThinkCentre AIO Neo 50a 24 Gen 5 Desktops and Lenovo ThinkPad E14 Laptops for Can Fin Homes Limited, including supply, installation, commissioning and applicable OEM warranty and support, in accordance with the Company's technical specifications and requirements. Refer Annexure VII for the detailed Scope of Work. |

**5. Eligibility Criteria:**

- A vendor submitting the proposal in response to this RFP shall hereinafter be referred to as the "Bidder", and the supply, installation and commissioning of Lenovo ThinkCentre AIO Neo 50a 24 Gen 5 Desktops and Lenovo ThinkPad E14 Laptops at Can Fin Homes Limited shall hereinafter be collectively referred to as the "Services".

- Interested Bidders who possess the requisite qualifications, experience and expertise in supplying Lenovo ThinkCentre AIO Neo 50a 24 Gen 5 Desktops and Lenovo ThinkPad E14 Laptops, including installation and commissioning, and who meet the Eligibility Criteria as specified in ANNEXURE-III, may submit their proposals.

- Can Fin Homes, reserves the right to verify/evaluate the claims made by the Bidder independently. Any deliberate misrepresentation will entail rejection/disqualification of the offer.

6. **Scope of Work:**

6.1 The Scope of work shall include but not limited to the details mentioned in Annexure VII. Bidder has to confirm compliance with the Scope of Work as mentioned in Annexure VII. The bidders are required to go through the complete RFP document thoroughly. The obligations/responsibilities mentioned elsewhere in the document, if any, shall be the integral part of the scope.

6.2 For the smooth execution of the procurement, the Bidder shall designate at least one representative based in Bengaluru as the primary point of contact for Can Fin Homes Limited for coordinating the supply, installation and commissioning of the laptops and desktops.

6.3 The Bidder shall provide details of its experience, technical capabilities and proposed approach for undertaking the supply, installation and commissioning of the laptops and desktops.

7. **Bidding Process (Three-Part Offer):**

The Bid shall comprise the following three (3) parts: Part-A – Eligibility Criteria, Part-B – Technical Scope and Part-C – Commercial Proposal. All three parts shall be submitted simultaneously in separate sealed covers, duly superscribed with the respective part details and addressed to the Assistant Vice President & Head – IT, Can Fin Homes Limited, 29/01 – SIR M N Krishna Rao Road, Basavanagudi, Bengaluru – 560004. Each cover shall also clearly indicate the name, address and contact details of the Bidder submitting the offer.

**Part-A – Eligibility Criteria**:

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

**Part-B – Technical Scope**:

The Bidder shall submit its response to the Technical Specifications and Scope of Work for the supply, installation and commissioning of laptops and desktops at Can Fin Homes Limited in the format prescribed under APPENDIX-B. Part-B – Technical Scope shall NOT contain any pricing or commercial information. The detailed Scope of Work is provided in Annexure-VII.

**Part-C – Commercial Proposal**:

The Bidder shall furnish all relevant commercial information as per the Bill of Materials specified in ANNEXURE-X. The format for submission of the Commercial Bid shall be as per APPENDIX-C.

In the first stage, Part-A – Eligibility Criteria and Part-B – Technical Bid shall be opened and evaluated together. Bidders meeting the eligibility criteria and technical requirements, as determined by CFHL, and accepting the terms and conditions of this RFP shall be shortlisted for opening Part-C – Commercial Bid.

The bids shall be hand-delivered to the specified address before the stipulated date and time. In case the scheduled date of bid submission is declared a public holiday, the bids shall be submitted on the next working day at the same time.

All submissions required under the Annexures/Appendices of this RFP shall be made on the Bidder's letterhead and duly signed by the Bidder's authorized signatory.

**8. Evaluation Criterion:**

The technical evaluation and the commercial evaluation shall have a weightage of 70% and 30% respectively and this weightage shall be considered for arriving at the successful bidder. The evaluation methodology and the weightages is as under:

**Scoring matrix:**

| Sl. No | Criteria<br>Sub-Criteria | Weightage<br>Criteria Total | <br>Sub criteria | Documents Required |
|---|---|---|---|---|
| 1. | Past experience of the bidder (track record) | 30 | | |
| A | Experience in supplying laptops and desktops More than 1 years – 15 marks; less than 1 years – 10 marks | | 15 | Purchase Orders / Work Orders |
| B | Experience in supplying IT hardware to BFSI / NBFC / Government / PSU / reputed organizations | | 15 | As per format enclosed at APPENDIX -E |
| 2 | Scope of work & Delivery Capability | 70 | | |
| A | Degree of compliance with CFHL's requirements as mentioned in the project scope of work | | 40 | Annexure-VII |
| B | Delivery, Installation and Commissioning Capability, including proposed delivery timelines, installation arrangements and ability to complete commissioning within the stipulated schedule. | | 15 | Proposed Delivery and Installation Plan |
| C | Warranty and After-Sales Support, including warranty coverage, service support arrangements, response time and availability of technical support for the supplied laptops and desktops. | | 15 | OEM Warranty Details and Support Commitment |
| | Total | 100 | 100 | |

**8.1 Evaluation of Part-B Bids:**

8.1.1 The Company's evaluation of the Part-B bids will consider 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) Review of written reply, if any, submitted in response to the clarification sought by the Company, if any.

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

a) Offer is incomplete and/or not accompanied by all stipulated documents.

b) Offer is not in conformity with the terms and conditions stipulated in this document.

c) The three parts as stated above should be placed in three separate envelopes super scribed with 'Part-A Conformity to Eligibility Criteria, Part-B Technical Scope and Part-C Commercial Proposal' respectively and properly closed and sealed. Thereafter, all three envelopes shall be placed inside another envelope and properly closed and sealed. Failure to submit the same as above will result in bidder getting disqualified in the bidding process.

d) CFHL reserves the right to reject any or all RFP response or cancel the RFP without assigning any reason whatsoever at any stage.

e) If the Bidder does not secure a minimum of Seventy (70) marks out of the total Technical Evaluation score prescribed in Part B of this RFP. In such an event, the Bidder shall be deemed technically non-compliant and its Commercial Proposal shall not be opened or evaluated.

9. **Amendment of bidding documents:**

9.1 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 by amendments.

9.2 Amendments, if any will be notified through website to all prospective Bidders, to whom RFP is shared for submission of bids and will be binding on them.

9.3 In order to provide prospective Bidders with reasonable time to take the amendments, if any, into account for preparing their bid, the company may, at its discretion, extend the last date of submission of bid.

**10. Period of validity of Bids**

Bids shall remain valid for a period of 180 days from the date of opening of commercial bid (PART – C) or as may be extended from time to time. CFHL reserves the right to reject a bid valid for a period shorter than 180 days as non-responsive/non-compliant, without any correspondence.

**11. RFP Requirements:**

The Bidder shall comply with Scope of work narrated in Annexure-VII and adhere to the guidelines issued by Company, Reserve Bank of India (RBI), NHB (National Housing Bank) and other Regulatory bodies.

**12. Timelines, Deliverables & Service Level Agreements (SLAs)**

**I. Project Timeline**

The Company intends to procure laptops and Lenovo ThinkCentre AIO Neo 50a 24 Gen 5 Desktops and Lenovo ThinkPad E14 Laptops from qualified and experienced vendors. The scope of this procurement includes the supply, installation and commissioning of the equipment in accordance with the technical specifications and requirements of Can Fin Homes Limited.

The selected Bidder shall commence the supply activities immediately upon acceptance of the Purchase Order. The Bidder shall ensure complete delivery, installation and commissioning of all laptops and desktops within a maximum period of thirty (30) days from the date of issuance of the Purchase Order, in accordance with the Scope of Work and requirements of the Company.

**II. Requirement Details**

- The brief description of Lenovo ThinkCentre AIO Neo 50a 24 Gen 5 Desktops and Lenovo ThinkPad E14 Laptops is furnished in following table.

| Sl.No | Item details | Estimated Qty | Locations |
|---|---|---|---|
| 1 | Lenovo ThinkCentre AIO Neo 50a 24 Gen 5 Desktops | 600 | The Details of the offices will be intimated at the time of placing the order. |
| 2 | Lenovo ThinkPad E14 Laptops | 200 | The Details of the offices will be intimated at the time of placing the order. |

- Detailed technical specifications for each of the above tables are furnished in ANNEXURE-VII. All the Hardware ordered for Supply, Installation and Commissioning of Lenovo ThinkCentre AIO Neo 50a 24 Gen 5 Desktops and Lenovo ThinkPad E14 Laptops should have comprehensive onsite warranty +ADP.

**III. Software Version**

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

**IV. Make and Models**

It is mandatory to provide make & model of all the items and their subcomponents as has been sought in the technical specification. The offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of make, model if the items offered. Please note that substituting required formation by just brand name is not enough. Bidder should not quote Hardware/Software items which are impending End of Life/End of Support during the contractual period.

**V. Delivery, Installation & Commissioning**

- Company shall provide the address and contact details for Supply, Installation and Commissioning of Lenovo ThinkCentre AIO Neo 50a 24 Gen 5 Desktops and Lenovo ThinkPad E14 Laptops , while placing the order.
- Delivery of Lenovo ThinkCentre AIO Neo 50a 24 Gen 5 Desktops and Lenovo ThinkPad E14 Laptops should be within 2 Week from the date of receipt of the purchase order for non-road permit locations. The Delivery period for Road Permit locations will be 3 Weeks. Please note that no extra charge / tax will be paid for those locations where road permits are required. Vendor only has to arrange for road permit at his own cost. It will be the sole responsibility of the vendor to submit any form required for release of shipment from the check post.
- Non-compliance of the above delivery will result in imposing penalty at 0.50% per week or part thereof, on the invoice value branch / location wise.
- The successful bidder should ensure installation, commission and commissioning of the delivered Hardware and completed all the works specified in the Scope of Work at the company branch/office within 1 week from the date of delivery of all the materials for each ordered location.
- Company reserves the right to change/modify locations for supply of the items. In the event of any change/modification in the locations where the hardware items are to be delivered, the bidder in such cases shall deliver, install and commission at the modified locations at no extra cost to the company. However, if the hardware items are already delivered, and if the modifications in locations are made after delivery, the bidder shall carry out installation and commissioning at the modified locations and the company in such cases shall bear the shifting charges/arrange shifting. The Warranty/AMC (if contracted) should be applicable to the altered locations also.
- The Installation will be deemed incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Company after acceptance testing/examination. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted and the warranty period will not commence. The installation will be accepted only after completing commissioning of hardware.
- Commissioning of the hardware will be deemed as complete only when the same is accepted by the company in accordance with the Terms & Conditions of the Tender.
- Partial or incomplete or damaged delivery of materials will not be considered as delivered of all the materials ordered. Date of delivery shall be treated as date of last material delivered to the ordered locations if materials are not damaged. In case materials are delivered with damage, Date of delivery shall be treated as date of replacement of damaged material with new one.

Delivery payment shall be paid against completion of delivery of all the ordered materials without any damage and proof of delivery duly certified by company officials, along with delivery payment claim letter.

**VI. Software, Drivers and Manuals**

- The bidder shall supply along with each item, all the related documents, and software Licenses and necessary media of the software loaded without any additional cost. The media and documents shall be in English. These will include but not restricted to user manual, Operation Manual, other software and drivers etc.
- All related documents, manuals, catalogues and information furnished by the bidder shall become the property of the company.

**VII. Warranty**

The entire equipment's / hardware (Including OS) & software deployed for this project shall be under comprehensive onsite warranty covering all parts including for the display panel, updates, minor upgrades of software, maintenance or support for its proper operation, performance and output as specified in the tender technical specifications for as warranty period mentioned in Annexure-VII from the Date of Installation/Commissioning.

**VIII. Security**

- Bidder should take adequate security measures to ensure the confidentiality of the information.
- The selected bidder needs to execute NDA (Non-Disclosure Agreement) as per Appendix-F and contract with the Company.

**IX. Penalties / Liquidated Damages:**

- **Liquidated Damages for non-delivery of Services:** Delay in delivery and installation of laptops and desktops beyond the agreed timelines shall attract a penalty (0.50% for delay in delivery and 0.50% for delay in installation) per week or part thereof, on invoice value, location/office address-wise. However, the total penalty under this clause shall be restricted to 5% of the total Purchase Order value.
- **Penalties/ Liquidated Damages for non-performance:** If the bidder does not meet the requirements of the RFP during various assessments, the bidder shall rectify the same at bidder's cost to comply with the requirements immediately to ensure completion of the activity.
- If any act or failure by the bidder under the agreement, contravention of the terms and conditions stipulated herein or the terms of Confidentiality agreement executed by Bidder with the Company reserves the right to impose a penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- If Bidder fails to complete the du performance of the contract in accordance with the specifications and conditions of the offer document, the Company reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as goodwill.
- Company may impose a penalty to the extent of damage to any of its equipment, if the damage was due to the actions directly attributable to the staff of the Bidder.
- All the above LDs are independent of each other and are applicable separately and concurrently.
- LD is not applicable for the reasons attributable to the Company and Force Majeure.

**13. Payment Terms:**
Payment schedule will be as under:

| Sl. No | Payment Stages | % of Payment | Condition/Remarks |
|---|---|---|---|
| 1. | Issuance, Delivery, Installation, Configuration & commissioning | 100% | On delivery of all Hardware & Software items on production of relevant documents. Please note that originals of invoices (plus one copy) reflecting 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. |

- Payment shall be released within 30 days from submission of relevant documents as per RFP terms.
- The payments will be made through NEFT/RTGS/Cheque and the selected Bidder has to provide necessary bank details like Account No. Banks name with branch, IFSC Code etc.

**14. Local Support:**
The Bidder shall designate a dedicated contact person to coordinate with CFHL for all matters relating to the supply, installation, commissioning and post-delivery support of the laptops and desktops. The contact person shall be accessible during CFHL working hours and as and when required by the Company.

**15. Documents, Standard Operating Procedures and Manuals:**
All related documents, manuals, Standard Operating Procedures (SOPs), best practice documents and information furnished by the bidder shall become the property of the Company.

**16. Termination for Owner's Convenience:**
The Company, by written notice of at least 90 days prior, of its intention to terminate services without assigning any reasons shall send to the Bidder, to terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Company's convenience, the extent to which performance of the Bidder under the Agreement is terminated and the date upon which such termination becomes effective.

The Work that is complete and ready for commissioning as on the date of Bidder's receipt of notice of termination shall be accepted by the Company on the terms and prices mutually agreed at that time.

**17. Settlement of disputes:**
17.1 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.
17.2 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 sole arbitrator shall be appointed with the mutual consent of both the parties. The seat of the arbitration shall be Bangalore.
17.3 During the arbitration proceedings the bidder shall continue to work under the contract unless otherwise directed in writing by the company.

**18. Legal Disputes:**
The Company clarifies that the Company shall be entitled to file an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation

or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Company may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages. In addition, notwithstanding the foregoing, claims for preliminary injunctive relief, other pre-judgement remedies and claims for the Company's failure to pay for Service(s) in accordance with the Agreement, may be brought in a court of competent jurisdiction over the parties and the subject matter.

**19. Governing Law and Jurisdiction:**
This agreement shall be governed exclusively by the laws of India and the transaction contemplated herein shall be subject to the exclusive jurisdiction of the competent courts in Bangalore only.

**20. Limitation of Liability:**
In no event shall Can Fin Homes Ltd. be liable for any proven consequential, special, punitive, incidental or indirect damages.

**21. Confidentiality:**
Bidder acknowledges that it is, maybe or will be privy to Confidential Information (as defined below). Bidder agrees it will use Confidential Information only in furtherance of its work under this Purchase Order and shall not transfer or otherwise disclose the Confidential Information to any third party except as provided for herein. Bidder shall:
(i) Give access to such Confidential Information solely to those of its employees with a need to have access thereto in furtherance of or in connection with this Purchase Order or as required by applicable law; and
(ii)Take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that Vendor takes with its own confidential information, but in no event shall Vendor apply less than a reasonable standard of care to prevent such disclosure or unauthorized use. As used herein, "Confidential Information" means any and all information relating to Company and any of its respective affiliates that may be received by or be provided to Vendor from time to time, including, without limitation, equipment and business specifications, business records or data, trade secrets and confidential planning or policy matters, business strategies, internal policies and procedures, matters subject to attorney-client privilege and any financial or accounting information, the existence of this or any other agreements or communications between Vendor and Company and the terms of any such agreement and all data, reports, interpretations, forecasts and records containing or otherwise reflecting information concerning any such person or entity, together with analysis, compilations, studies or other documents, whether prepared by Vendor or Company, which contain or otherwise reflect such information. Vendor shall not use the Company's name, or the names of its respective subsidiaries or affiliates, in any sales or marketing publication or advertisement, without the prior written consent of Company.
The Successful bidder shall execute separate NDA on the lines of the format provided in the Appendix-F.

**22. Data Protection, Security and Use of Information:**
Bidder hereby unequivocally agrees to undertake all measures, including security safeguards, to ensure that the information in the possession or control of the Bidder, as a result of operation of this engagement, is secured and protected against any loss or unauthorized access or use or unauthorized disclosure thereof. It is hereby mutually agreed between the parties that Can Fin Homes Ltd., assumes no responsibility or liability for any misuse of the Confidential Information and other data in the control of Bidder. This clause shall survive the termination or expiration of this order.

**23. Directors and Employees of the Company Not Individually Liable:**
No Director or official or employee of the Company shall in any way be personally bound or liable for the acts or obligations of the Company under the Contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

**24. Defense of Suits:**
If any action in court is brought against the Company or an officer or agent of the Company, for the failure, omission or neglect on the part of the bidder to perform any acts, matters, covenants or things under the Contract, or damage or injury caused by the alleged omission or negligence on the part of the Vendor, his agents, representatives or his Sub-Contractor's, or in connection with any claim based on lawful demands of Sub-Contractor's workmen, suppliers or employees, the Vendor, shall in such cases indemnify and keep the Company and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

**25. Indemnity:**
The Bidder shall, at its own expense, defend and indemnify the Company against any 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 at the 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.

**26. Visit Rights:**
CFHL and/or its authorized representatives, including auditors, consultants shall have the right to visit any of the Bidder's premises with prior notice. RBI or any regulatory body can conduct audit without notice.

The Bidder will have to cooperate with the authorized representative/s of CFHL and/or regulators and will have to provide access to the Selected Bidder's IT infrastructure, applications, data, documents, and other necessary information/ documents given to, stored or processed by the Selected Bidder and/ or its Partners in relation to the contract with CFHL. The selected bidder has to facilitate audit of DC/DR sites as requested by CFHL as and when required by CFHL or its appointed representatives and/or regulators.

The successful bidder must provide access to locations relating to the scope of work defined in this RFP.

**27. Order Cancellation/Termination of Contract:**
The Company reserves its right to cancel the entire/unexecuted part of the service 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:

- Delay in Completion of Scope of work beyond the specified period by CFHL.
- Breaches in the terms and conditions of the Order.
- Non-satisfactory performance of Desktops during warranty.
- Company shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services during Warranty & AMC period (If contracted).

**28. Enforceability:**
All the Terms & Conditions of this RFP, after acceptance, shall be binding on both the parties of this RFP and shall be enforceable as per the applicable laws of India.
In the event of any conflict or inconsistency between the terms of this RFP and the Purchase Order/Agreement, the terms of this RFP shall prevail to the extent of such conflict or inconsistency.

**29. Change in Constitution:**

The prior information, in writing, to the Company shall be given before any change is made in the constitution of the Bidder. If prior information is not provided to Company, the Contract shall be deemed to have been allotted in contravention of Clause entitled "sub-contracting" hereof and the same action may be taken and the same consequence shall ensure as provided in the said clause.

**30. Termination of insolvency:**

The Company, may at any time, terminate the Contract by giving written notice of 90 days to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Company.

**31. 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 conditions 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.

## ANNEXURES

### 32. ANNEXURE-I: Checklist:

**Checklist**

| ANNEXURES (To be submitted with Part A- Conformity to Eligibility Criteria) | | |
|---|---|---|
| | Details | |
| NA | Index of all documents submitted with page numbers | |
| NA | Power of Attorney/Authorization letter signed by competent authority with the seal of bidder's company/firm in the name of person signing the tender documents. | |
| I | Check List | |
| II | Bid Covering Letter Format | |
| III | Pre-Qualification (Eligibility) Criteria Declaration and all associated documents as per ANNEXURE-III | |
| IV | Bidders Information | |
| V | Acceptance of Terms and Conditions | |
| **ANNEXURES (To be submitted with Part-B -Scope)** | | |
| VI | PART-B Covering Letter format | |
| VII | Scope of Work – Compliance to scope as per Annexure-VII, document describing Quality of solution, approach Methodology and timelines proposed for the project delivery along with | |
| VIII | KYE Undertaking | |
| NA | Number of years of experience in supplying laptops and desktops to Banking/Financial Institutions and/or other reputed organizations. | |
| APPENDIX-E | Past experience in supplying laptops and desktops to BFSI sector organizations, NBFCs, Scheduled Commercial Banks, Government Departments, PSUs and Housing Finance Companies in India. | |
| **ANNEXURES (To be submitted with Part-C -Commercial Bid)** | | |
| IX | Commercial Bid Covering Letter Format | |
| X | Bill of Material | |

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

Signature with seal Date:

Name:

Designation:

**33. ANNEXURE -II: Bid Covering Letter Format**

**Bid Covering letter**

Reference No: Date:

TO
Assistant Vice President & Head-IT,
CAN FIN HOMES LTD,
REGISTERED OFFICE,
29/01, SIR MN KRISHNA RAO ROAD
BASAVANAGUDI
BANGALORE-560 004

Dear Sir/Madam,

**SUB: RFP for SUPPLY, INSTALLATION AND COMMISSIONING OF LENOVO THINKCENTER AIO NEO 50a 24 Gen 5 DESKTOPS and Lenovo ThinkPad E14 Laptops.**

**Ref:** Your RFP (RFP–IT-145/2026-27) Dated 04.11.2026

Having examined the tender document, including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer for the supply, install and commission the laptops and desktops 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 this supply, installation and commissioning of the laptops and desktops as documented in section "Timelines, Deliverables & Service Level Agreements (SLAs)" above.

We agree to abide by this offer till 60 days from the date of opening of bid and for such further period as mutually agreed between the Company and successful bidder and agreed to in writing by the bidder. 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.

Signature:

Name:

Date:

Seal of company:

## 34. ANNEXURE -III: Pre-Qualification Criteria (Eligibility) Declaration

A Bidder submitting the proposal in response to this RFP for the supply, installation and commissioning of laptops and desktops and meeting the following Eligibility Criteria may participate in the bidding process:

| Sl. No. | Eligibility Criteria | Documents to be submitted with this RFP | Compliance (Yes/No) |
|---|---|---|---|
| 1 | The Bidder should be a registered Company in India under the Companies Act, 1956/2013, or a Partnership Firm or LLP, and bidders having operational experience of 1-3 years or more are eligible to participate in this RFP. | 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.<br>In respect of Partnership / LLP, registered partnership deed or LLP agreement as the case may be.<br>The registration no. of the firm /company along with Sales/GST Tax no. / Valid IT Certificate /Certificate of Incorporation/other relevant certificates if any. | |
| 2 | The Bidder should have supplied laptops and/or desktops at least once during the period from 01/04/2023 to 31/03/2026 to organizations in the BFSI sector, NBFCs, Scheduled Commercial Banks, Government Departments, PSUs, Housing Finance Companies or listed companies in India. | The Bidder must provide order copy or reference Letter in their name from BFSI sector organization/NBFC/ Scheduled Commercial Banks/ Government Departments / PSU / Housing Finance Company in India or listed company in India. | |
| 3 | The Bidder should have their support offices / local representative in BANGALORE to support the activity. | The Bidders to furnish the address and contact details of their support office and local representative in Bangalore to support this Activity. | |
| 4 | The Bidder should not be a blacklisted/debarred company and not involved in any legal case as on date of submission of RFP by any Government entity, Bank or Financial Institutions. | Bidder should submit self-declaration by authorized signatory to this effect in Company Letter Head. | |
| 5 | The Bidder should have a minimum overall turnover of ₹1 crore during the last financial year (2025-26) or as of the date of submission of the bid. The turnover figures should pertain to the individual bidder/company and not to any group companies. | The Bidder shall submit a copy of the audited Balance Sheet for FY 2025-26, along with a certificate from a Chartered Accountant, Statutory Auditor, or Audit Firm certifying the overall turnover. The certificate shall bear a valid UDIN. | |

Signature:

Authorized Signatory:

Seal of company:

35. **ANNEXURE -IV: Bidder's Information**

Name _____

Constitution _____

Address _____

Names & Addresses of the Partners if applicable _____

_____

Contact Person(s) _____

Telephone, Fax, e-mail _____

Dated at _____this _____day of _____2026.

Signature:

Name:

Date:

Seal of company:

**36. ANNEXURE -V: Acceptance of Terms and Conditions**

To

Assistant Vice President & Head-IT,
CAN FIN HOMES LTD,
REGISTERED OFFICE,
29/01, SIR MN KRISHNA RAO ROAD
BASAVANAGUDI
BANGALORE-560 004

Sir/Madam,

**Subject: RFP for SUPPLY, INSTALLATION AND COMMISSIONING OF LENOVO THINKCENTER AIO NEO 50a 24 Gen 5 DESKTOPS and Lenovo ThinkPad E14 Laptops.**

**Ref:** Your RFP (RFP–IT-145/2026-27) Dated 04.11.2026

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, installation and commissioning of Lenovo ThinkCentre AIO Neo 50a 24 Gen 5 Desktops and Lenovo ThinkPad E14 Laptops for Can Fin Homes Ltd.

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 Annexures enclosed.

We also confirm that the offer shall remain valid for 180 days from the date of opening of bid.

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 _____2026.

**Yours faithfully,**

Signatory

Authorized Signatory

Seal of company

**37. ANNEXURE - VI: - PART-B Bid Covering Letter Format**

To, Date:

Assistant Vice President & Head-IT,
CAN FIN HOMES LTD,
REGISTERED OFFICE,
29/01, SIR MN KRISHNA RAO ROAD
BASAVANAGUDI
BANGALORE-560 004

**SUB: RFP for SUPPLY, INSTALLATION AND COMMISSIONING OF LENOVO THINKCENTER AIO NEO 50a 24 Gen 5 DESKTOPS and Lenovo ThinkPad E14 Laptops.**

**Ref:** Your RFP (RFP–IT-145/2026-27) Dated 04.11.2026

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

| Sl No | Particulars | Details to be furnished by the Bidder |
|---|---|---|
| 1 | Scope of Work as per ANNEXURE-VII | |
| 2 | Name of the Bidder | |
| 3 | E-mail address of contact persons from bidder | |
| 4 | Details of:<br>Description of business and business background<br>Service profile & Client profile | |
| 5 | Proposed Approach and Execution Plan for Supply, Installation and Commissioning of Lenovo ThinkCentre AIO Neo 50a 24 Gen 5 Desktops and Lenovo ThinkPad E14 Laptops. | |
| 6 | Details of similar assignments involving the supply, installation and commissioning of desktops and laptops executed by the Bidder during the last ten years in India. (Name of the organisation, scope of supply, execution period and supporting documentary evidence, such as Purchase Orders or Work Completion Certificates, shall be furnished.) | |
| 7 | List of applicants' customers in last 1-3 years and details as below may be taken:<br>i) Name and complete postal Address of the customer.<br>ii) Name, designation, Telephone, Fax, Telex Nos., e-mails and address of the contact person(customer)<br>iii) Whether reference letter enclosed. | |

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.

Signature with seal Date:

Name:

Designation:

**38. ANNEXURE - VII: Scope of Work:**

| Sl. No. | Details | Bidder's Compliance (Yes/No) |
|---|---|---|
| 1 | The Scope of the work is for Supply, Installation and Commissioning of Lenovo ThinkCentre AIO Neo 50a 24 Gen 5 Desktops and Lenovo Thinkpad E14 Laptops as per the quantity detailed under Clause 12.2. | |
| 2 | The scope of the services and maintenance is to be provided for a period of Four years For All Desktops and 3 years for all laptops from the date of acceptance by the company. | |
| 3 | The Bidder should maintain the hardware during warranty period. During the warranty period, the bidder is bound to do all hardware spares replacement without extra cost to company covering all parts & labour from the date of acceptance of the hardware by the company at the respective location i.e. onsite comprehensive warranty. | |
| 4 | For delivery location, the Bidder is expected to provide items with the related hardware, all subsystems, software drivers, software licenses and manuals etc. | |
| 5 | The Bidder should note that Lenovo ThinkCentre AIO Neo 50a 24 Gen 5 Desktops and Lenovo ThinkPad E14 Laptops being procured shall be delivered at location as per requirements of company and the bidder will be required to support all such installations. The company reserves the right to change location by giving prior notice. | |
| 6 | The configuration as per the technical and other specifications of the Lenovo ThinkCentre AIO Neo 50a 24 Gen 5 Desktops and Lenovo ThinkPad E14 Laptops must be functional and installed from the day one. | |
| 7 | Hardware, Software and configuration for the entire set up to be handled by the qualified/experienced personnel only. | |
| 8 | During the installation all necessary Software/OS/etc. needs to be installed, vendor has to ensure the same without any additional cost where the licenses of the software has to be with the company. | |
| 9 | All necessary cables and other accessories required for successful installation of the hardware items as per the scope of work to be supplied by the Bidder and the cost of the same to be added along with the respective Hardware items. | |
| 10 | For smooth completion of project the Bidder should identify one or two of its representatives at Bangalore as a single point of contract for the company. | |
| 11 | Project implementation team should be conversant with local rules and conditions to resolve the issues, if any. | |
| 12 | CFHL will have the option to purchase more or less than the quantity specified in this tender at the same price and the terms and | |

| | | |
|---|---|---|
| | conditions of the tender for a period of 3 months from the date of acceptance of the first Purchase Order. | |
| **13** | CFHL reserves the right to place purchase order to the successful Bidder for any further requirements of Lenovo ThinkCentre AIO Neo 50a 24 Gen 5 Desktops and Lenovo ThinkPad E14 Laptops at the agreed unit rate i.e. the rate contract, for a period of three months from the date of first purchase order. | |
| **14** | Bidder should provide comprehensive onsite support during the warranty period of 4 years for Desktops & 3 Years for Laptops with specified response and resolution time. | |
| **15** | Company may release the order either in Full or in part or place more than one order towards the contract based on company need. | |
| **16** | The bidder shall install and configure **Active Directory (AD)** settings for all desktops and laptops. | |
| **17** | The bidder shall install all required **Microsoft 365** applications. | |
| **18** | The bidder shall install **DLP** and **antivirus** applications. | |
| **19** | The bidder shall install **DLP** and **Motadata RDP** applications. | |
| **20** | The bidder shall install the **CFHL-preferred printer and scanner drivers**, along with all other required application drivers, on all desktops and laptops. | |

**Technical Specifications:**

**A. Desktops**

| Sl.No. | Description | Minimum Specifications |
|---|---|---|
| 1. | Make | Lenovo |
| **2.** | Model | **ThinkCentre AIO Neo 50a 24 Gen 5** |
| **3.** | Processor | Intel® Core™ i5-13420H Processor |
| **4.** | Cache | **12 MB Cache** |
| **5.** | Chipset | Intel |
| **6.** | Memory | 16 GB DDR5-5200MT/s (SODIMM) (Single unit) |
| **7.** | Display | 60.45cms (23.8) FHD (1920 x 1080), IPS,<br>Anti-Glare, Non-Touch, 99% sRGB, 250 nits, 100Hz |
| **8.** | Graphics Card | Integrated Intel® |
| **9.** | Hard disk | 512 GB SSD M.2 2280 PCIe Gen4 (Single Unit) |
| **10.** | Ports | **Minimum 2 USB 2.0 Port 1 RJ-45, 1 Audio Line-out, 1 Mic. in, headphone connection option, 1HDMI Port.** |
| **11.** | Keyboard | USB Keyboard |
| **12.** | Mouse: | USB Calliope Mouse |

| | | |
|---|---|---|
| **13.** | **Operating system** | **Windows 11 professional 64 bit licensed version preloaded English** |
| **14.** | **Warranty** | **4 yrs.** |
| **15.** | **ADP** | **Onsite 4 yrs.** |
| **16.** | **Camera / Microphone** | **5MP with Dual Microphone** |
| **17.** | **Communications** | **Integrated LAN, Wi-Fi 6 AX201 2x2 AX & Bluetooth® 5.1 or above** |
| **18.** | **Color** | Eclipse Black |
| **19.** | AC Adapter / | 90W |

**B. Laptops**

| Sl.No. | Description | Minimum Specifications |
|---|---|---|
| 1. | Make | Lenovo |
| **2.** | Model | Lenovo ThinkPad E14 |
| **3.** | Processor | Intel® Core™ Ultra 5 226V Processor |
| **4.** | Cache | **22 MB Cache** |
| **5.** | Chipset | Intel |
| **6.** | Memory | 16 GB LPDDR5X-8533MT/s (Single unit) |
| **7.** | Display | 35.56cms (14) WUXGA (1920 x 1200), IPS, Anti-Glare, Non-Touch, 45%NTSC, 300 nits, 60 Hz |
| **8.** | Graphics Card | Integrated Intel® Arc™ 130V GPU |
| **9.** | Hard disk | 512 GB SSD M.2 2242 PCIe Gen4 TLC Opal (Single Unit) |
| 10. | Ports | Minimum 2 USB 2.0 Port 1 RJ-45, 1 Audio Line-out, 1 Mic. in, headphone connection option, 1HDMI Port. |
| **11.** | Keyboard | Backlit, Black - English (US) |
| **12.** | Pointing Device | Trackpad |
| **13.** | **Operating system** | Windows 11 professional 64 bit licensed version preloaded – English |
| **14.** | **Warranty** | **3 yrs.** |
| **15.** | **ADP** | **Onsite 3 Yrs.** |
| **16.** | **Camera** | 1080p FHD IR Hybrid with Microphone and Privacy Shutter |
| **17.** | **Communications** | **Integrated LAN, Wi-fi** |
| **18.** | **Color** | Eclipse Black |
| **19.** | **Fingerprint Reader required** | Yes |
| **20.** | Battery | 3 Cell Rechargeable Li-ion 48 WH |
| **21.** | AC Adapter / Power Supply | 65W |

**39. ANNEXURE - VIII: KYE Undertaking**

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

**To,**

Assistant Vice President & Head-IT,
CAN FIN HOMES LTD,
REGISTERED OFFICE,
29/01, SIR MN KRISHNA RAO ROAD
BASAVANAGUDI
BANGALORE-560 004

**UNDERTAKING**

1. We _____ (name of the company) hereby confirm that all the resources (both on-site and off-site) deployed/to be deployed on Company's project for_____ (the RFP for Supply, Installation and Commissioning of Lenovo ThinkCenter AIO NEO 50a 24 gen 5 desktops and Lenovo ThinkPad E14 Laptops) have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.

2. 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 Authorized Representative _____
Designation of Authorized Representative _____
Signature of Authorized Representative _____
Verified above signature
Signature of Competent Authority _____
Date _____

## 40. ANNEXURE – IX – 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

Assistant Vice President & Head-IT,
CAN FIN HOMES LTD,
REGISTERED OFFICE,
29/01, SIR MN KRISHNA RAO ROAD
BASAVANAGUDI
BANGALORE-560 004

Dear Sir/Madam,

**SUB: RFP for SUPPLY, INSTALLATION AND COMMISSIONING OF LENOVO THINKCENTER AIO NEO 50a 24 Gen 5 DESKTOPS and Lenovo ThinkPad E14 Laptops.**

Ref: Your RFP (RFP-IT-145/2026-27) Dated 04.11.2026

We thank you for providing us with an opportunity to participate in the subject RFP. Please find our commercial offer as per **ANNEXURE-XI** 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.

Signature with seal Date:

Name:

Designation:

## 41. ANNEXURE – X – Bill of Material

(Bill of Material/ Price Schedule) Amount in Rs

| Sl.No | Line Item | Unit Price | Taxes | Sub-Total | Qty. | Total Price |
|---|---|---|---|---|---|---|
| 1 | Lenovo ThinkCentre AIO Neo 50a 24 Gen 5 Desktops | | | | 600 | |
| 2 | Lenovo ThinkPad E14 laptops | | | | 200 | |
| | **Total** | | | | | |

Authorized Signatories

(Name & Designation, seal of the company)

Date:

**42. ANNEXURE- XI Integrity Pact**

**Pre-Contract Integrity Pact**
**(This has to be submitted in the non-judicial Stamp Paper of requisite value in Bangalore, Karnataka)**

**1. GENERAL**

**1.1.** This pre-bid contract Agreement (herein after called the Integrity Pact) is made on_____ day of the month_____, 20____ , between, M/s Can Fin Homes Ltd., a company incorporated under the Companies Act, 1956 and having its Registered office at 29/1, Sir M N Krishna Rao road, Basavanagudi, Bangalore 560004, with branches spread over India (hereinafter referred to as BUYER which expression shall unless it be repugnant or contrary to the context or meaning thereof, mean and include its, successors and permitted assigns) acting through Shri_____ , Can Fin Homes Limited, RO, Bengaluru representing Can Fin Homes Limited, of the BUYER, of the FIRST PART

AND

M/s._____ represented by Shri _____Chief Executive Officer/Authorised Signatory (hereinafter called the "BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART

**1.2.** WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/ltem) /engage the services and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is willing to offer/has offered the stores/services and

**1.3.** WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is a private company/public company/Government undertaking/ partnership/ LLP/registered export agency/service provider, duly constituted in accordance with the relevant law governing its formation/incorporation/constitution and the BUYER is a body corporate constituted under Companies Act, 1956.

**1.4.** WHERAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER has clearly understood that the signing of this agreement is an essential pre-requisite for participation in the bidding process in respect of Stores/Equipment/items/Services proposed to be procured by the BUYER and also understood that this agreement would be effective from the stage of invitation of bids till the complete execution of the agreement and beyond as provided in clause 13 and the breach of this agreement detected or found at any stage of the procurement process shall result into rejection of the bid and cancellation of contract rendering BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER liable for damages and replacement costs incurred by the BUYER.

**2.** NOW, THEREFORE, the BUYER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER agree to enter into this pre-contract integrity agreement, hereinafter referred to as Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful bidder and it is intended through this agreement to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

**2.1.** Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service/Materials at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

**2.2.** Enabling BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures.

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

**3. COMMITMENTS OF THE BUYER**

The BUYER commits itself to the following: -

**3.1.** The BUYER represents that all officials of the BUYER, connected whether directly or indirectly with the procurement process are duty bound by rules and regulations governing their service terms and conditions not to demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

**3.2.** The BUYER will, during the pre-contract stage, treat all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS alike and will provide to all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS the same information and will not provide any such information to any particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER which could afford an advantage to that particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER in comparison to the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS.

**3.3.** The BUYER shall report to the appropriate Government Regulators/Authorities any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach, as and when the same is considered necessary to comply with the law in force in this regard.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER with the full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall he debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

**4. <u>COMMITMENTS OF BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS</u>**

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

**4.1.** The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the biding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

**4.2.** The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the BUYER.

**4.3.** The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is the original Manufacturer/Integrator/Authorized government sponsored export entity of the stores/Authorized Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such materials/services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

**4.4.** The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or

any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

**4.5.** The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

**4.6.** The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.

**4.7.** The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.

**4.8.** The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

**4.9.** The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

**4.10. PREVIOUS TRANSGRESSION**

**4.11.** The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Bank, Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

**4.12.** If the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER makes incorrect statement on this subject, BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can be disqualified from the tender/bid process or the contract, if already awarded, can be terminated for such reason.

## 5. SANCTIONS FOR VIOLATIONS

**5.1.** Any breach of the provisions herein contained by the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required: -

i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. However, the proceedings with the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) would continue.

ii. To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason thereof.

iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

iv. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, in order to recover the payments, already made by the BUYER.

v. To cancel all or any other contracts with the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

vi. To recover all sums paid in violation of this Pact by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.

vii. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, the same shall not be opened.

viii. Forfeiture of The Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

ix. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

**5.2.** The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/ SELLER/CONTRACTOR/SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

**5.3.** The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/SELLER/ CONTRACTOR shall be final and conclusive on the BIDDER/SELLER /CONTRACTOR. However, the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

**6. FALL CLAUSE**

**6.1.** The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

**7. INDEPENDENT EXTERNAL MONITORS**

**7.1.** The BUYER has appointed two Independent External Monitors (hereinafter referred to as Monitors) for this Pact in accordance with the recommendations and guidelines issued by Central Vigilance Commission.

**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. The Monitors shall on receipt of any complaint arising out of tendering process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities.

**7.5.** As soon as any event or incident of violation of this Pact is noticed by Monitors, or Monitors have reason to believe, a violation of this Pact, they will so inform the Management of the BUYER.

**7.6.** The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project /Procurement documentation of the BUYER including that provided by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFP/Tender is being /has been submitted by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractors () with confidentiality. The BUYER will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an Impact on the contractual relations between the parties. The parties may offer to the Monitors the option to participate in such meetings.

**7.7.** The Monitors will submit a written report to the BUYER at the earliest from the date of reference or intimation to him by the BUYER/BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and submit proposals for correcting problematic situations.

**8. FACILITATION OF INVESTIGATION**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

**9. LAW AND PLACE OF JURISDICTION**

This Pact is subject to Indian Law and the place of jurisdiction is Bangalore.

**10. OTHER LEGAL ACTIONS**

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

**11. VALIDITY**

The validity of this Integrity Pact shall be from the date of its signing and extend up to 6 years or contract period as mentioned in RFP/Contract or the complete execution of the contract as per the scope defined in this RFP whichever is later. In case BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after three months from the date of the signing of the contract.

**11.1.** If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

**12.** The parties hereby sign this Integrity Pact at ..... on .....

| | |
|---|---|
| BUYER | BIDDER |
| Name of the Officer | CHIEFEXECUTIVEOFFICER/AUTHORISED SIGNATORY |
| Designation | |
| Can Fin Homes Limited | |
| Witness | Witness |
| 1) | 1) |
| 2) | 2) |

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 documents submitted with page numbers.

**2)** Power of Attorney / Authorization letter signed by the Competent Authority with the seal of the bidder's company / firm in the name of the person signing the tender documents.

**3)** Checklist as per ANNEXURE-I.

**4)** Bidder's Covering letter as per ANNEXURE-II.

**5)** Pre-Qualification (Eligibility) Criteria declaration as per ANNEXURE-III with documentary proof in support of the Eligibility Criteria.

**6)** Bidder Information as per ANNEXURE-IV

**7)** Acceptance of Terms and Conditions as per ANNEXURE-V

APPENDIX-B

Instructions to be noted while preparing/submitting **Part B- Scope**

The Part-B Scope 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-VI.
3) Required documents as per the Part-B scoring matrix under **Section 8 (Evaluation Criteria)**
4) KYE Undertaking as per Annexure-VIII.
5) Project Details as per APPENDIX-E

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-IX.**

2. Bill of Materials (Indicative) as per **ANNEXURE-X.**

APPENDIX-D

## PRE-BID QUERY FORMAT

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

Company Seal and Signature

APPENDIX-E

## Project Details

| Sl. No | Items | Mandatory (Y/N) | Bidders Response |
|---|---|---|---|
| 1 | Client Name | Y | |
| 2 | Location of the client along with contact person, contact no and email id | Y | |
| 3 | Date of Purchase Order received:<br>Date of Commencement of Supply:<br>Quantity of Desktops & Laptops Supplied:<br>Status of the Assignment (whether Completed / Ongoing): | Y | |
| 4 | Nature of project for the Clients (Please list the activities handled by the bidder) | Y | |
| 5 | Team Size | Y | |

Company Seal and Signature

APPENDIX-F

## Confidentiality and Non-Disclosure Agreement

**This CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT (hereinafter referred as the "Agreement") is made on this __ day _____(Month) 202__ (hereinafter referred as the 'Effective Date') between**

**M/s. 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. (Hereinafter referred to as the "Disclosing Party") which expression shall, unless repugnant to or inconsistent with the context or meaning thereof and mean include their successors and assigns of the FIRST PART;**

**AND**

**_____a company incorporated under the provisions of the Companies Act, 1956, having its registered office at (hereinafter referred to as "Receiving Party") which expression shall, unless repugnant to or inconsistent with the context or meaning thereof mean and include its successors and permitted assigns), of the SECOND PART.**

**The Disclosing Party and Receiving Party are hereinafter individually referred to as "Party" and collectively as "Parties"**

**WHEREAS:**

A. **Disclosing Party is engaged in the business of Housing Finance Company having its business across various locations of India.**
B. **The Receiving Party is engaged in the business of supplying desktops and laptops.**
C. **Disclosing Party has_____ (PURPOSE). Receiving Party has submitted _____**

**In the process of availing the said services by Receiving Party, the Disclosing Party shall be disclosing certain confidential information to Receiving Party in respect of their business.**

**NOW, THEREFORE, in consideration for the mutual promises and covenants hereunder the Parties agree as follows:**

### 1. DEFINITIONS

**"Confidential Information" means the information disclosed or submitted to the Receiving Party by the disclosing Party, in written, representation, electronic, verbal or other form and includes but not limited to all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, human resource information and any other information disclosed or submitted from the Effective Date of this Agreement or thereafter including without limitation, the information on the contents and existence of this Agreement and analysis, compilations, studies and other documents which contain any Confidential Information. Confidential Information disclosed orally shall be considered Confidential Information only if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within three (3) days of disclosure by the disclosing Party.**

**"Representative" of a Party means any employee, director, advisor, affiliate, investor, potential financing source or any other person concerned or acting on their behalf**

**"Affiliates" of either Party means and includes:**

**Any company which is the holding company or subsidiary of a Party, or**

**A person under the control of or under common control with a Party directly or indirectly**

**For the purpose hereof, the expression "control" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or otherwise.**

**"Agent/Business Associates" means each agent, including distributors, associate distributors and retailers, appointed by CAN FIN HOMES LTD as per the selection criteria for providing Facilities and conducting the Enrolment Process.**

**"Agreement" means this Agreement; all amendments and modifications made thereto from time to time, the Addendum and Schedules hereto as also all other related documents which are agreed between the Parties to form a part of this Agreement.**

**"Applicable Laws" means all central, state and local statutes, ordinances, rules, regulations, codes, guidelines, policies, notices, directions, effective orders (not subject to an effective stay), decisions, injunctions, judgments, awards and decrees or other requirements of any authority applicable to a Party in its performance of its own obligations under this Agreement.**

**"Authority" means any governmental, quasi-governmental, departmental, statutory authority, agency or public body or authority, including, without limitation, courts of competent jurisdiction, the Ministry of Finance, including the Reserve Bank of India (RBI).**

**"Year" shall mean a period of twelve (12) consecutive calendar months.**

**"Business Day" means a day when the offices of each of Client and the Vendor are open for normal business transactions.**

**"Working Hours" means 9:30 A.M. to 6:00 P.M. IST on Business Day.**

**"Dispute" means any dispute, difference, controversy or question directly or indirectly arising at any time hereafter between the Parties or their respective representatives under, out of, in connection with or in relation to this Agreement (or the subject matter of this Agreement) including, without limitation, all disputes, differences, controversies and questions relating to the validity, interpretation, construction, performance and enforcement of any provision of this Agreement, dispute, difference or contention arising between the Parties in relation to any of the provisions of this Agreement or the interpretation hereof, or as to rights, liabilities or duties of the Parties.**

**"Effective Date" shall have the meaning as assigned to it in Section ___.**

**"Force Majeure" shall have the meaning as assigned to it in Section _____.**

**"RBI" means the Reserve Bank of India.**

**"Term" shall have the meaning assigned to it in Section ___**

## 2. NON DISCLOSURE

**The Confidential Information divulged by the Disclosing Party to the Receiving Party will be received and treated by the Receiving Party as confidential and the Receiving Party shall not, without the prior consent of the Disclosing Party or as expressly permitted herein, disclose or make available to any other person, or use or allow others to disclose or use, the Confidential Information in any manner whatsoever other than for the sole purpose as described in clause 2(B) below.**

**Notwithstanding the provisions of clause 2(A) above, the Receiving Party may disclose the Confidential Information disclosed under this Agreement to its Representatives on a "need to know" basis, for the sole purpose of executing the contract awarded to them by disclosing party.**

**The Receiving Party and its Representatives shall exercise no lesser security or degree of care than it applies to its own Confidential Information of an equivalent nature, but in any event not less than the degree of care which a reasonable person with knowledge of the confidential nature of the information would exercise.**

**The Confidential Information shall not be copied or reproduced by the Receiving Party or its Representatives at any time except on a "need basis" for the purpose of executing the contract awarded to them by disclosing party.**

**Confidential Information furnished in tangible form shall not be duplicated or caused to be duplicated by Receiving Party or any of its Representatives. Upon the written request of Disclosing Party, Receiving Party shall return all Confidential Information received from the Disclosing Party in any form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. Any documents or other media developed by the Receiving Party containing Confidential Information shall be destroyed by Receiving Party. Receiving Party shall provide a written certificate to Disclosing Party regarding destruction within ten (10) days thereafter.**

**Notwithstanding anything to the contrary contained herein, the Receiving Party and any of its Representatives shall be entitled to disclose Confidential Information if required by law, rule, regulation (including the regulations of any relevant securities exchange), court order or any order from a regulatory, statutory or governmental authority of any jurisdiction or other legal or judicial process of any jurisdiction.**

**3. EXCEPTIONS**

**The Receiving Party's obligations in this Agreement, shall not apply to any information, which:**

a. **at the time of its disclosure, is in public domain or which after disclosure becomes part of public domain through no fault of the Receiving Party or its Representatives; or**
b. **prior to its disclosure to the Receiving Party in connection with the Transaction was already in the possession of the Receiving Party or thereafter becomes known to the Receiving Party on a non-confidential basis from a source other than the disclosing Party; or**
c. **is or has been developed independently by the Receiving Party without reference to or reliance on the disclosing Party's Confidential Information.**
d. **The Party using or disclosing any information with reference to any of these exceptions bears the burden of proof to establish that the relevant exception applies.**

**4. OBLIGATIONS OF RECEIVING PARTY**

**The Receiving Party shall:**

1. **Use the Confidential Information solely for the purpose of providing the services under the outsourcing arrangement with the Disclosing Party.**
2. **Implement and maintain adequate technical, administrative, and physical security measures to protect Confidential Information, in line with RBI Master Direction on Information Technology Governance, Risk, Controls and Assurance Practices Directions 2023, the Information Technology Act, 2000 and other statutory regulations, DPDP Act, 2023.**
3. **Not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party.**
4. **Promptly notify the Disclosing Party in writing of any inadvertent or unauthorized disclosure of Confidential Information, or any breach or suspected breach of such confidentiality obligations.**

**5. LIABILITY**

**The Receiving Party understands and agrees that neither the Disclosing Party nor any of its directors, officers, employees, agents, advisors or representatives (i) have made or make any representation, warranty or guaranty, expressed or implied, as to the accuracy or completeness of the Confidential Information or (ii) shall have any liability, responsibility or obligation to Receiving Party or its affiliates relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom.**

**6. INJUNCTIVE RELIEF**

**The Parties acknowledge that monetary damage alone may be an inadequate remedy for breach of the Receiving Party's obligations under this Agreement. In addition to any other remedy which may be available in law or equity, Disclosing Party shall be entitled to injunctive order or other equitable relief to prevent a breach of this Agreement and to compel specific performance of this Agreement.**

**7. NOTICE**

**7.1 All notices or other communications under or in connection with this Agreement shall be given in writing and, unless otherwise stated may be made by letter or facsimile or email. Any such notice or other communication will be deemed effective:**

**i. if sent by letter via registered or certified post or by a recognized courier service, when delivered;**

**ii. if sent by facsimile, on receipt of a confirmation; and**

**iii. if sent by email, upon the same being dispatched from the sender's outbox and the sender not having received any automatic notification that the email could not be delivered upon the same.**

**Notices or communication may be made to:**

**If to the Vendor:**

**_____**

**If to CAN FIN HOMES LTD:**

**CAN FIN HOMES LTD Limited,**

**29/1, Sir M N Krishna Rao Road,**

**Basavanagudi, Bangalore -560004**

**Changes in the designated person are to be communicated by the authorized person of the party desirous of changing its designated person to the other party.**

**8. SUB-CONTRACTORS**

**The Receiving Party shall not subcontract, transfer, or otherwise delegate the whole or any part of the Services under this Agreement without the prior written consent of the Disclosing Party. The Receiving Party shall ensure that the subcontractor is bound by written contractual obligations consistent with the terms of this Agreement, including but not limited to confidentiality, data security, audit/inspection rights, fraud risk management, and regulatory compliance requirements as per the RBI regulations ("RBI"). The Receiving Party remains fully responsible to the Disclosing Party for the performance of**

**the Services and for any acts, omissions, or defaults of its subcontractors and shall disclose to the Disclosing Party, on a continuing basis, details of all subcontractors engaged for providing Services under this Agreement, including the nature and scope of the subcontracted work.**

**9. BUSINESS CONTINUTITY AND DISASTER RECOVERY**

**The Receiving party shall establish, maintain, and implement at all times a robust and documented Business Continuity Plan ("BCP") and Disaster Recovery Plan ("DRP") appropriate to the nature, scale, and complexity of the Services, in compliance with applicable laws, regulations, and the guidelines issued by the Reserve Bank of India ("RBI"). In the event of any disruption, disaster, or force majeure event affecting the Services, the Receiving Party shall:**

**Immediately notify the Disclosing Party of the occurrence and expected impact;**

**Restore full functionality of the Services within the reasonable time agreed under this Agreement; and**

**Ensure that data integrity, confidentiality, and security are preserved at all times.**

**10. EXIT STRATEGY**

**The Receiving party acknowledges that the Disclosing Party is required under the guidelines issued by the Reserve Bank of India ("RBI") to maintain an effective exit strategy in respect of outsourced arrangements. Accordingly, the Receiving party shall cooperate fully with the Disclosing party in developing, implementing, and executing a smooth transition of the Services without disruption to business operations or customer service.**

**Upon expiry or termination of this Agreement, for any reason, the Receiving party shall:**

**(a) Continue providing the Services, at the Disclosing Party's option, for a transitional period on the same terms and conditions;**

**(b) Provide all necessary assistance, documentation, records, data, and technical support required to ensure continuity of the Services;**

**(c) Assist the Client in migrating the Services to an alternate Receiving party or in-sourcing the Services, including transfer of knowledge, processes, technology (where applicable); and**

**(d) Not withhold or delay the release of any data, information, or assets belonging to the Disclosing Party, its customers, or RBI.**

**11. FORCE MAJEURE**

**11.1 Notwithstanding anything else contained in the Agreement, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.**

**11.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Vendor and / or sub-contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.**

**7.3 If Force Majeure situation arises, the non-performing Party shall promptly notify to the other Party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing Party shall continue to perform its obligations under the Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.**

**7.4 If the Force Majeure situation continues beyond 30 (thirty) days, either Party shall have the right to terminate the Agreement by giving a notice to the other Party. Neither Party shall have any penal liability to the other in respect of the termination of this Agreement as a result of an event of Force Majeure.**

**12. TERM**

**This Agreement shall remain valid and binding on the Parties until _____ from the Effective Date of this Agreement. The obligations under this Agreement shall survive for a period of one (1) year from the expiry of this Agreement. Provided however that the obligation of the Receiving Party to keep the Confidential Information in confidence as set out in this Agreement shall survive the Term, including any early termination of this Agreement in accordance with the terms hereof.**

**13. GOVERNING LAW, JURISDICTION & ARBITRATION**

**This Agreement shall be governed and construed in accordance with the laws of India and the Parties consent to the exclusive jurisdiction of the courts in Bangalore for any dispute arising out of this Agreement. If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with or arising out of this Agreement, the dispute shall be referred to arbitration under the Indian Arbitration and Conciliation Act, 1996 by a sole arbitrator mutually agreed upon. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators, one to be nominated by each Party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. Arbitration shall be held in Bangalore, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the Parties.**

**15. MISCELLANEOUS**

a. **In the event of any conflict or inconsistency between the terms of this RFP and the Purchase Order/Agreement, the terms of this RFP shall prevail to the extent of such conflict or inconsistency.**

b. **This Agreement may not be amended except in writing signed by both Parties hereto. No failure or delay by any Party in exercising any right hereunder or any partial exercise thereof shall operate as a waiver thereof or preclude any other or further exercise of any right hereunder.**

c. **The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. Nothing in this Agreement shall be implied, except as required under statue.**

d. **The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties. The obligations under this Agreement shall not be assigned or otherwise transferred in whole or in part by Receiving Party without the prior written consent of the Disclosing Party.**

| | |
|---|---|
| Signed and delivered by | Signed and delivered by |
| M/s_____ | Can Fin Homes Ltd |
| Signed by: | Signed by: |
| Name..... | Name..... |
| Designation..... | Designation..... |

In the presence of

**1.**

in the presence of

----------End of the Document----------