കേരള ഗ്രാമീൺ ബാങ്ക്
Kerala Gramin Bank
(A Government owned scheduled bank sponsored by Canara Bank)

KGB
Kerala's own Bank
കേരളത്തിന്റെ സ്വന്തം ബാങ്ക്

(HEAD OFFICE::MALAPPURAM)

REQUEST FOR PROPOSAL
for
BUSINESS CORRESPONDENT SERVICES
ON OPEX MODEL USING TABLETS

Ref: RFP No. KGB/FIW/RFP/01/2023 dated 10.01.2023

കേരള ഗ്രാമീൺ ബാങ്ക്
Kerala Gramin Bank

Issued By:

Kerala Gramin Bank
Financial Inclusion Wing
Head Office,
Malappuram

BID DETAILS IN BRIEF

Sl. No.	Description	Details
1.	**RFP No.**	**KGB/FIW/RFP/01/2023 dated 10.01.2023**
2.	**Brief Description of the RFP**	**Request for proposal for BUSINESS CORRESPONDENT SERVICES using TABLET**
3.	**Bank's Address for Communication**	The General Manager, Kerala Gramin Bank, Head Office, FI Wing, A.K. Road, Malappuram-676505 **Phone : 9400999991/9400999856** **e-mail : ficell.kgb@keralagbank.com**
4.	**Date of Issue**	**10.01.2023**
5.	**Last Date of Submission of Queries for Pre Bid Meeting**	**17.01.2023**
6.	**Date of Pre Bid Meeting**	**20.01.2023**
7.	**Response to Pre-bid queries**	**23.01.2023**
8.	**Last Date of Submission of Bids**	**06.02.2023 3:00 pm**
9.	**Date and time of Opening of Part A Technical Bid.**	**06.02.2023 4:00 pm**
10.	**Date and time opening of Part-B Commercial Bid**	**Will be informed later**
11.	**Application Money**	**NIL (Based on Bidder Declaration)**
12.	**Earnest Money Deposit**	**NIL (Based on Bidder Declaration)**
This document can be downloaded from Bank's website https://keralagbank.com/tenders		

Kerala Gramin Bank

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 Kerala Gramin Bank (or Bank), 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 Kerala Gramin Bank to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as "Bidder" or "Bidders" respectively). The purpose of this RFP is to provide the Bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder require. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. Kerala Gramin Bank 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 updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder require. Kerala Gramin Bank 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.

Kerala Gramin Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Bank's Website (**www.keralagbank.com/tenders**) and it will become part and parcel of RFP.

Kerala Gramin Bank reserves the right to reject any or all the proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Kerala Gramin Bank shall be final, conclusive and binding on all the parties.

കേരള ഗ്രാമീൺ ബാങ്ക്
Kerala Gramin Bank

CONTENTS

Sl. No	SUBJECT	Page No
1	ABOUT KERALA GRAMIN BANK AND THE RFP	09
2	DEFINITIONS	09
3	PRE QUALIFICATION/ELIGIBILITY CRITERIA FOR BIDDERS	10
4	ENGAGEMENT OF MULTIPLE BIDDERS	14
5	APPLICATION MONEY & EARNEST MONEY DEPOSIT	14
6	REQUIREMENT DETAILS	15
7	RESPONSIBILITIES OF THE BIDDER	15
8	COMPLIANCE REQUIREMENT	16
9	TECHNICAL DELIVERABLES	18
10	SCOPE OF BASIC BANKING PRODUCTS AND SERVICES TO BE OFFERED	23
11	FUNCTIONAL REQUIREMENTS	27
12	ELIGIBLE ENTITIES AND GENERAL GUIDELINES	28
13	STANDARD OPERATING PROCEDURES FOR BC	29
14	HUMAN RESOURCE REQUIREMENT	31
15	PAYMENT TERMS	33
16	REVIEW AND MONITORING MECHANISM	37
17	PURCHASE PREFERENCE – MICRO & SMALL ENTERPIRSES	38
18	START UPS	39
19	PROCUREMENT THROUGH LOCAL SUPPLIERS (MAKE IN INDIA)	39
20	APPLICATION OF PURCHASE PREFERENCE	40
21	BID PROCESS	40
22	PRE BID MEETING	40
23	AMENDMENT TO BIDDING DOCUMENT	41
24	BID SYSTEM OFFER	41
25	PREPARATION OF BIDS	41
26	ORGANIZATION OF BIDS	43
27	SUBMISSION OF BIDS	44
28	DOCUMENTATION	44
29	COST AND CURRENCY	44
30	ERASURES OR ALTERATIONS	44
31	ASSUMPTIONS/PRESUMTPIONS/MODIFICATIONS	45
32	AMENDMENT TO BIDDING DOCUMENT	45
33	BID OPENING	45
34	PRELIMINARY SCRUTINY	46
35	CLARIFICATION OF OFFERS	46
36	EVALUATION OF TECHNICAL BIDS	46
37	BIDDERS PRESENTATION / SITE VISIT/ PRODUCT DEMO/POC	48
38	TECHNICAL EVALUATION CRITERIA	48

39	VALIDITY OF BIDS	51
40	CORRECTION OF ERRORS IN COMMERCIAL BID	52
41	NORMALIZATION OF BIDS	52
42	DETERMINATION OF L1 BIDDER	52
43	AWARDING OF CONTRACT	53
44	INTIMATION TO QUALIFIED / SUCCESSFUL BIDDER	53
45	BANKS RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS	53
46	REVIEW OF SERVICES	54
47	COMPLIANCE WITH LAWS	55
48	COMPLIANCE WITH STATUTORY AND REGULATORY PROVISIONS	55
49	SOCIAL MEDIA POLICY	55
50	TAXES AND DUTIES	56
51	INTELLECTUAL PROPERTY RIGHTS	57
52	INDEMNITY	57
53	LEGAL DISPUTES AND JURISDICTION OF THE COURT	58
54	SERVICE AGREEMENT AND PENALTIES	59
55	REPRESENTATION AND WARRANTIES	60
56	PERIOD OF CONTRACT	61
57	PERFORMANCE GUARANTEE	61
58	CANCELLATION OF THE ORDER AND TERMINATION OF CONTRACT	62
59	FORCE MAJEURE	63
60	CONFIDENTIALITY AND NON DISCLOSURE	63
61	CORRUPT AND FRAUDULENT PRACTICES	63
62	ADOPTION OF INTEGRITY PACT	64
63	MODIFICATION/ CANCELLATION OF RFP	65
64	TERMS AND CONDITIONS FOR THE PROPOSAL	65
65	CERTIFICATE BY THE BIDDER	66
66	LIABILITIES OF THE BANK	67
67	PROPOSAL FORMAT	67
68	OWNERSHIP	68

Kerala Gramin Bank

ANNEXURES

Ref. No.	Particulars	Page No
I	NUMBER OF LOCATIONS DISTRICT-WISE WISE TO BE COVERED BY SUCCESSFUL BIDDER	69
II	BIDDERS PROFILE	70
III	PARTICULAR OF REGIONAL & BRANCH OFFICES	71
IV	REFERENCE LETTER	72
V	FINANCIAL POSITION OF THE BIDDER	73
VI	STATEMENT OF TIE-UPS/ AGREEMENTS ENTERED WITH OTHER PSBS/RRBS FOR BC PROJECT	74
VII A	TECHNICAL SPECIFICATION COMPLIANCE	75
VII B	HARDWARE QUESTIONNAIRE	76
VIII	BIDDER'S UNDERTAKING LETTER	77
IX A	UNDERTAKING BY BIDDER TOWARDS MANDATORY MINIMUM LC	79
IX B	CERTIFICATE BY STATUTORY AUDITOR OF BIDDER TOWARDS MANDATORY MINIMUM LC	80
X	TENDER FOR SELECTION OF CORPORATE BUSINESS CORRESPONDENT	81
XI	FORMAT OF CERTIFICATE FROM PUBLIC SECTOR BANKS / REGIONAL RURAL BANKS	82
XII	COMPLIANCE STATEMENT	84
XIII	PRE CONTRACT INTEGRITY PACT	85
XIV	NON-DISCLOSURE AGREEMENT	91
XV	APPLICATION MONEY & BID SECURITY DECLARATION	92
XVI	COMMERCIAL BID – UNDERTAKING LETTER	93
XVII	COMMERCIAL BID - BILL OF MATERIAL	94
XVIII	FORMAT FOR SENDING PRE-BID QUERIES	94
XIX	AUTHORIZATION LETTER FORMAT	96
XX	PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE	97

Kerala Gramin Bank

ABBREVIATIONS USED IN THE DOCUMENTS

BIDDER	BIDDER- SERVICE PROVIDER(SP) – VENDOR- CORPORATE BC- BC
BC	BUSINESS CORRESPONDENT
BCA	BUSINESS CORRESPONDENT AGENT
BCO	BUSINESS CORRESPONDENT OUTLET – HYBRID (BOTH KIOSK AND MOBILE)
BG	BANK GUARANTEE
BSBD	BASIC SAVING BANK DEPOSIT
CBS	CORE BANKING SYSTEM
CSP	CUSTOMER SERVICE PROVIDER
DBT	DIRECT BENEFIT TRANSFER
DC	DATA CENTER
DES	DATA ENCRYPTION STANDARD
DFS	DEPARTMENT OF FINANCIAL SERVICES
DRC	DATA RECOVERY CENTER
EBT	ELECTRONIC BENEFIT TRANSFER
ECS	ELECTRONIC CLEARING SYSTEM
EMD	EARNEST MONEY DEPOSIT
FI	FINANCIAL INCLUSION
GCC	GENERAL PURPOSE CREDIT CARD
GOI	GOVERNMENT OF INDIA
IBA	INDIAN BANKS' ASSOCIATION
ICT	INFORMATION AND COMMUNICATION TECHNOLOGY
IDRBT	INSTITUTE FOR DEVELOPMENT AND RESEARCH IN BANKING TECHNOLOGY
ITIL	INFORMATION TECHNOLOGY INFRASTRUCTURE LIBRARY
KCC	KISAN CREDIT CARD
KYC	KNOW YOUR CUSTOMER
MIS	MANAGEMENT INFORMATION SYSTEM
MTTR	MEAN TIME TO RESTORE
NABARD	NATIONAL BANK FOR AGRICULATURE AND RURAL DEVELOPMENT
NBFC	NON-BANKING FINANCIAL COMPANY
NEFT	NATIONAL ELECTRONIC FUND TRANSFER
NGO	NON-GOVERNMENT ORGANISATION
NPA	NON PERFORMING ASSETS
NPCI	NATIONAL PAYMENT CORPORATION OF INDIA
NREGP	NATIONAL RURAL EMPLOYMENT GENERATION PROGRAMME
NSC	NATIONAL SAVINGS CERTIFICATE
OEM	ORIGINAL EQUIPMENT MANUFACTURER
OPEX	OPERTIONAL EXPENDITURE
PIN	POSTAL INDEX NUMBER
POT	POINT OF TRANSACTION
PKI	PUBLIC KEY INFRASTRUCTURE
RBI	RESERVE BANK OF INDIA

RD	REGISTERED DEVICE
RFP	REQEUST FOR PROPOSAL
RTGS	REAL TIME GROSS SETTLEMENT
SHG	SELF HELP GROUP
TAB	TABLET TO BE USED IN KIOSK/MOBILE BC
UDIN	UNIQUE DOCUMENT IDENTIFICATION NUMBER
UID	UNIQUE IDENTITY
UIDAI	UNIQUE IDENTIFICATION AUTHORITY OF INDIA
STQC	STANDARDISATION TESTING AND QUALITY CERTIFICATION

***BIDDER/ SERVICE PROVIDER/VENDOR/CORPORATE BC/BC MENTIONED IN THE DOCUMENTS ARE ALL ONE AND THE SAME.**

കേരള ഗ്രാമീൺ ബാങ്ക്
Kerala Gramin Bank

ABOUT KERALA GRAMIN BANK

Kerala Gramin Bank (KGB) is a Regional Rural Bank (RRB) formed on 08.07.2013, under the Sub-Section (1) of Section 3 of the RRB Act 1976 (27 of 1976). The bank was formed by amalgamating the two RRBs of Kerala namely South Malabar Gramin Bank and North Malabar Gramin Bank through a notification by the government of India. The bank is jointly owned by government of India, government of Kerala and Canara Bank. It has 634 branches across Kerala and 10 Regional offices, with its headquarters at Malappuram.

1. ABOUT THE RFP

In the context of Financial Inclusion, KERALA GRAMIN BANK envisages extension of Banking & Financial Services to under-banked & un-banked areas through ICT based "branchless banking" model, where integrated Tab/Tablet devices would be used by Business Correspondents and/or their authorized agents to deliver financial and banking services. Bank has already implemented ICT based solution in allotted Sub Service Areas and in other areas as decided by the Bank.

The technology architecture supporting this strategy involves a combination of various technologies like kiosk model, Tablet, contact / contact-less cards, biometric identification and authentication, etc. These technologies will support online transactions and operations.

The proposed RFP has been floated with the objective of increasing the reach of banking services to the underprivileged, particularly in unbanked and under banked areas as well as to provide banking and financial services using innovative channels on HYBRID OPEX model.

2. DEFINITIONS

Words/phrases used in this Request for Proposal shall have the meanings assigned to them as hereunder unless used in a context totally contrary:

2.1. "Bank" means KERALA GRAMIN BANK.

2.2. "Bidder" means any company/entity who bids for offering services as a Business Correspondent (BC) for the Bank pursuant to the terms of this RFP.

2.3. "Bid" means the offer made by the Bidder in response to this RFP

2.4. "Business Correspondent" (BC) or "Service Provider (SP)" means any person/entity who is eligible to act as BC for the banks under the terms hereof for providing services described in the RFP.

2.5. "Business Correspondent Outlet (BCO)/KIOSKs" means the outlet of the Service Provider which will be providing Banking and Financial services.

2.6. "BCA" is Business correspondent Agent /person engaged by BC for operating the BCO.

2.7. "HYBRID MODEL/HYBRID OPEX MODEL" is a BC service integrating both KIOSK and MOBILE models wherein KIOSK is located at a fixed point working for at least 4 hours

a day, thereafter offer services in the geographical area allotted to him/her under mobile model.

2.8. "Business Correspondent Agreement" means the agreement to be executed between the Bank and the Service Provider containing the terms and conditions on which the Services will be provided.

2.9. "Eligibility Criteria" means the criteria required to be satisfied by the Bidder in order to bid so as to be engaged as a Service Provider, which is in line with the guidelines of RBI, more particularly described in this RFP.

2.10. "Area of operation" means geographic area allocated to each BCO, like villages, wards in the towns or cities, etc. It is expected that each BCA will cater about 1500 households. Provided however, that in case, more than one BCA is allotted for any gram Panchayat on account of Sub Service Area approach, their respective areas would be specifically defined. Provided further that in case a BCO of another BC already exists in a village, the BCO of that BC and the BCO of the BC who will be allotted the work under this RFP may be allowed to work in the same village concurrently.

2.11. "RFP" means this Request for Proposal issued by the Bank.

2.12. Services" means the services to be provided by the BC/SP pursuant to the terms of the RFP/Service Agreement.

2.13. "Back end System" means Banks Core banking Solution

2.14. "Front end System" means Tab/Tablet system installed/working at BCO

2.15. HYBRID OPEX Model means combination of both Fixed Point BC (KIOSK) & Mobile BC using Android based Tab/Tablet system.

2.16. "Solution" means the various hardware & peripherals (including Android based Tab/Tablet) used by the BC for implementation of the RFP FOR BUSINESS CORRESPONDENT SERVICES ON OPEX MODEL USING TABLETS).

2.17. "Successful bidder" means the bidder who is finally selected by the bank for placing order for providing Business Correspondent Services.

3. PRE-QUALIFICATION/ELIGIBILITY CRITERIA FOR BIDDERS:

3.1. A vendor submitting the proposal in response to this RFP shall hereinafter be referred to as 'Bidder' and the solution for implementation of RFP FOR BUSINESS CORRESPONDENT SERVICES ON OPEX MODEL USING TABLETS) in Kerala Gramin Bank shall hereinafter be referred as "Solution".

Sl No.	Criteria	Documents to be submitted
1	Bidder should be a. a registered company in India under Companies Act 1956 or	Copy of Certificate of Incorporation and Certificate of Commencement of Business in case of Public Limited Company

	2013 excluding Non-Banking Financial Companies (NBFCs) OR b. NGOs/MFIs set up under Societies/Trust acts and/or Section 25 companies OR c. Co-operative Societies registered under mutually aided Cooperative Societies Act/Cooperative Societies Act of States/Multi State Cooperative Societies Act d. Consortium of Members shall not be allowed to participate. e. Only one bidder in a group company having common Director/Trustee is allowed to participate.	OR Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies OR Trust/Society deed, Registration Certificate, Bye Law AND/OR Any other document which is deemed fit to make bidder organization a legitimate entity
2	CURRENTLY bidder should have been a CBC for providing FI solution (*such as EBT, DBT, Aadhaar based Payment etc.)* for Public Sector Bank/Regional Rural Bank in India in the last three years.	Supported by documentary evidence such as purchase order/ copies of the Service Contracts wherever entered with satisfactory certificate as per Annexure XI
3	CURRENTLY The Kiosk /BC solution should have at least 500 locations in PSB/RRB in India as on RFP date. **(Waived for MSE & Start Up Bidders only upon production of appropriate certificates, issued prior to RFP date, from competent authority as**	In case of newly amalgamated Public Sector Bank/ Regional Rural Bank, Purchase Order/ Copy of service contracts of pre-amalgamated entity to be submitted. AND Letter from the concerned organization (from amalgamated entity, in case of newly amalgamated Public Sector Bank / Regional Rural Bank) as per Annexure XI

	mentioned in Clause 17 & 18 of this RFP)	The bank reserves the right to inspect such installations while evaluating.
4	The Bidder should have an average annual turnover of not be less than Rs. 3 (Three) crores during the last three financial years, i.e. 2019-20, 2020-21 and 2021-22. **(Waived for MSE & Start Up Bidders only upon production of appropriate certificates, issued prior to RFP date, from competent authority as mentioned in Clause 17 & 18 of this RFP)**	Bidder has to submit copies of Balance Sheets for last 3 Years [i.e. 2019-20 (audited), 2020-21 (audited) and 2021-22 (audited/provisional)] AND Bidder must produce a certificate from the Company's Chartered Accountant to this effect. The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number.
5	The Bidder should have Positive Net Worth as on 31/03/2022.	Bidder must produce a certificate from the Company's Chartered Accountant to this effect. The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number.
6	Bidder should not have been blacklisted by any PSU Bank/ IBA/ RBI/NPCI/UIDAI/IDRBT/NABARD in India.	Bidder has to submit Notarized Affidavit to this effect.
7	Neither the bidder nor its promoters and Directors should be defaulters to any financial institution in India. The bidder should not have been reported against by any Public Sector Bank to Indian Banks' Association for any malpractice, fraud, poor service, etc.	Bidder must produce a certificate from the Company's Chartered Accountant to this effect. The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number.

8	The Bidder should not be from a country which shares a land border with India unless the bidder is registered with the Competent Authority (as detailed in Office Memorandum-F.No.6/18/2019PPD of Dept. of Expenditure, Ministry of Finance). Bidder from a country which shares a land border with India means: a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.	A declaration stating " We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country or; if from such a country, have been registered with the Competent Authority (copy attached). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered." to be submitted in Company's letter head. & Bidder should also submit Annexure X in relation to declaration

BIDDER IS NOT ENGAGING DIRECTLY/INDIRECTLY ANY AEPS TRANSACTIONS WITH THEIR OWN APP-DECLARATION- IN FUTURE, IF ANY OBJECTION, BANK MAY TERMINATE THE CONTRACT.

3.2. The proof provided must be in line with the details mentioned in "Documents to be submitted for Eligibility Criteria Compliance". Any credential detail mentioned in

"Eligibility Criteria Compliance" not accompanied by relevant proof documents will not be considered for evaluation.

3.3. In addition, the prospective bidders who comply with the following criteria are only eligible to bid:

a) The bidder will be single point of contact to provide the solution to the Bank.

b) Those bidders who have previously entered into an agreement with the Bank for providing Business Correspondent Services but were terminated due to deficiency of service will not be eligible to participate in the bid.

c) The bidder must be fully aware of the RBI, IDRBT, Government of India, UIDAI etc. guidelines with regard to Financial Inclusion.

d) The bidder should have proven capability to provide services mentioned in this RFP.

4. ENGAGEMENT OF MULTIPLE BIDDERS:

4.1. Bank reserves the right to award contract to more than one bidder to cover the existing or extended scope of the work, if the bank so desires.

4.2. The Bank reserves the right to split the order to L1, L2 and L3 bidders at 50:30:20 or any other ratio desired by the bank , if L2 and L3 bidders are ready to accept the order at L1 rates.

4.3. In a situation where multiple-bidders are deployed by the Bank to support this solution, then the Bidders would develop required interfaces and coordinate joint operations so as not to impact the interests of the Bank and the services rendered to the customers.

4.4. The Bank requires an end-to-end solution in an operating expenditure (OPEX model) from an outsourced agency involving Supply, Customization, Installation, Operations, and Maintenance of required Devices, Hardware, and Facility Management in addition to BC/BCA to deliver and support Banking and Financial Services.

4.5. The human resources and infrastructure (support services, facility, and hardware and connectivity) required for end-to-end solution would belong to be maintained, managed and operated by the Bidder.

4.6. Selection of BCA at the BCO shall conform to Bank, RBI, IDRBT, IBA, NABARD, GOI, State Govt guidelines and other regulatory guidelines.

4.7. The TAB (Hardware) solution provided under this project shall have provision to interface with bank's CBS through intermediate server and Banks Gateway.

5. APPLICATION MONEY & EARNEST MONEY DEPOSIT (EMD)/BANK GUARANTEE IN LIEU OF EMD:

5.1. Application Money & Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD is waived off with the following condition:

5.1.1. Bidder has to submit a declaration as per Annexure XV in letter head duly signed by authorized signatory and the same should be submitted along with Part A – Technical Bids.

5.1.2. Non Submission of declaration in "Part-A- **Technical Bid** "is liable to be rejected.

6. REQUIREMENT DETAILS:

6.1. Bank is planning to implement ICT-BC based outlets in 634 locations desired by the Bank across Kerala.

6.2. The scope of the current project, being one of the ICT-BC based banking channels, may extend to all or some of the envisaged villages depending on the performance. Bank may extend services to other areas as well under this project. The aforesaid figures are only indicative and the actual numbers may vary.

6.3. The geographic locations that fall within the scope of this project can span over rural, semi-urban, urban and metropolitan areas. The Number of Locations is provided under Annexure I.

6.4. Software Application will be provided by the Bank. There will be no separate solution for Kiosk and service at field, it will be a common application (for both KIOSK & Service at field) and the same TAB to be used in both the places.

The bidder has to provide Tab/Tablet to the BCAs which should have access to the Bank's solution for putting through the transactions at Kiosk (fixed point) and mobile services at the field (while covering the village/area allotted to the BCA).

7. RESPONSIBILITIES OF THE BIDDER:

7.1. The Successful Bidder/s shall be responsible for front-end hardware solution in providing financial services to bank customers and to resolve all issues that may arise covering the entire scope of this RFP.

7.2. The Successful Bidder/s will be single point of contact to provide the solution to the Bank. **Under no circumstance, the bidder should subcontract the work entrusted to them.**

7.3. The bidders should have proven capability to provide robust and scalable hardware technology to provide services mentioned in this RFP. Successful implementation of a related project (such as delivery of financial services / products / Biometric solutions, Card Based solutions etc.) with a Bank / Financial Institution / Micro Finance Institution either on its own OR if the bidding Service Provider has an Tie Up arrangement with Hardware Supplier, the agreement should not be less than 365 days old with Technology service provider. A copy of such agreement should be enclosed.

7.4. The Bidders shall be responsible to ensure that the BCA/KIOSK works exclusively for the Bank. Business transactions involving the Bank alone should be done at the KIOSK.

7.5. The roles and responsibilities of the Bidder will also include those stated in greater detail in other parts of RFP.

7.6. The successful bidder/s shall be required to use the software solution provided by the bank and provides front end hardware solution which includes services like deliver financial services to the targeted customers, supporting bank growth and training& monitoring of BCA activities.

7.7. The successful bidder/s shall also be required to also man and manage all the incidental activities related to the scope of the RFP.

7.8. The successful bidder/s shall provide the details of the BCAs along with their recent photograph which may be placed in Bank's WEB portal.

7.9. Bank will enter into a detailed agreement with the Successful Bidder clearly defining the roles and responsibilities and the terms of engagement for the infrastructural support and services extended to the bank as per the format prescribed by the Bank.

7.10. The Bidders shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications & skills and deployment experience for all critical activities.

7.11. Bidders shall be required to provide well trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc.

7.12. Before engagement of New BCAs, the successful bidder/s should submit Reference from two respectable persons of that area known to the bank.

7.13. The Successful Bidder/s shall manage the activities of its personnel or others engaged in the project, etc. and will be accountable for all the personnel deployed/engaged in the project.

7.14. If the performance of any of the BCAs engaged in the project is not Satisfactory (Not performing at-least 125 financial Transactions in a month) or is in the opinion of the Bank, acting in any manner detrimental to the interests of the Bank, the Bidder shall be required to replace the said person within 15 days of such intimation given by the Bank or any such time limits as stipulated by the Bank, failing which, Bank shall have the right to impose Liquidated Damages of Rs.5000/- per month for each such instances.

7.15. No right to employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors, etc. of the successful bidder/s for any assignment under this project.

7.16. The successful bidder/s shall involve designated officials of the Bank, preferably Base branch in-charge, in selection process of BC agents.

7.17. Cash Management shall be the sole Responsibility of the successful bidder.

8. COMPLIANCE REQUIREMENTS:

8.1. The entire activity under this solution would be guided by and conform to policies & guidelines of the Bank, GOI, RBI, NABARD, NPCI, UIDAI, IDRBT, IBA, State Govt/s and other regulatory guidelines.

8.2. Bidder will have to qualify and render banking and financial services as entrusted by the Bank under BC model at designated locations to all customers of Kerala Gramin Bank,

duly complying with Bank, RBI, IDRBT, IBA, NPCI, UIDAI, NABARD, GOI, State Govt. guidelines and other regulatory guidelines.

8.3. Service management process based-on ITIL standards.

8.4. Information Security standards for front end solution would conform to CERT-In guidelines, IT Act 2000, RBI, GOI, IBA, IDRBT and Bank's policies. Software (FI TAB Solution) will be provided by the bank. Information Security w.r.t software will be taken care by the bank. Bidder should ensure the device hardening and Hardware devices should be complied with guidelines issued by CERT-IN, UIDAI, NPCI & IBA etc...

8.5. The business practices, processes adopted for rendering services, maintenance of records, accounting norms & procedures etc. for Banking and Financial services shall conform to the extant Regulatory and legal framework in this regard as well as the policies and guidelines issued by the Bank.

8.6. Customers enrolled under the project shall comply with "Know Your Customer" norms as stipulated by the Bank.

8.7. Accounts, transactions, services, controls, etc. related to banking and financial services should integrate with Bank's Core-Banking solution.

8.8. The solution should conform to and integrate with UIDAI/NPCI's directions on Financial Inclusion / Direct Benefit Transfer.

8.9. The successful bidder shall ensure that in addition to security features- as stipulated by the Bank from time to time- deployed in the technology, controls and operational procedures should ensure protection of the bank from loss, disclosure or frauds.

8.10. The successful bidder shall indemnify the Bank from transaction risk (from hardware error, human error, negligence and mismanagement) and fraud risk. (Loss to earnings or capital due to intentional deception by employees, customers, agents, external entities, etc.)

8.11. The successful bidder shall indemnify the Bank and hold the bank harmless against loss or liability, claims actions or proceedings if any, that may arise through the action of its employees, agents, contractors, etc.

8.12. The successful bidder shall assist the Bank in identifying potential risks in the solution, remedy any of the identified risks, develop strategies to measure, monitor and mitigate those risks and implement new controls.

8.13. The successful bidder shall maintain adequate documentation, records, audit trails, etc. and cooperate with the RBI/Bank's internal audit teams, regulatory authorities and third-party external auditors for conducting periodical audit and arrange for necessary access to relevant information / assets under the control of the bidder and other consortium members.

8.14. Financial Exposures & Performance risks from third-party service providers under the project would be regulated and mitigated through Financial Guarantees, Collateral Securities, etc. based on risk perception of the Bank.

9. TECHNICAL DELIVERABLES:

9.1. The Successful Bidder shall be required to ensure that the KIOSK is located within the Geographical area allotted to the concerned BCA and is in a prominent place, acceptable to the Bank and with requisite furniture & fixtures for BCA and customers. Copies of Lease/Rental agreement with the Landlord or latest tax paid receipt, if owned shall be produced to the bank. The necessary License/permission from the competent authority is to be obtained and given to the Bank. The KIOSK should be housed in a building with adequate space to house hardware, peripherals, fixture & furniture, connectivity, maintenance etc. The model KIOSK layout shall be shared to the successful bidder. The Kiosks should access only the solution available with the Bank.

The Successful Bidder shall be required to provide training and operational support for the end-to-end infrastructure supporting the RFP for BUSINESS CORRESPONDENT SERVICES ON OPEX MODEL USING TABLETS), including the TAB / TABLET, enrollment system, Digital fingerprint & Scanners, Digital cameras, Face authentication, FIR enabled finger biometric scanner, EMV card Reader, Debit card reader with PIN/Aadhaar base (As per specification for micro ATM version 1.5.1 by UIDAI), Registered Device Services etc.

9.2. All devices/equipment so deployed should be "L0/L1" UIDAI specification compliant and compliant with UIDAI registered devices (RD) services and any violation of the RD services guidelines and penalty so charged to the Bank for such violation shall be recoverable from the successful bidder/vendor. Bank may at its discretion block transactions originating from Non-registered devices. However, the prime responsibility that all devices are registered as per UIDAI norms will be that of the Successful bidder/vendor.

9.3. KIOSK/TAB shall also support biometric-based (finger print) authentication, backup power sources for continuous operation, mobile and easy to carry, voice guidance in the local language, ability to support multiple products and services, receipt printing, etc.

9.4. The proposed solution may be rolled out to cover various other products & services to other customers as well, in any part of the country, as may be identified by the Bank.

9.5. Successful Bidder shall own and operate entire infrastructure including the front-end systems and all hardware applications, network connectivity, consumables, Stationery etc. at the BCO would be to the cost of the Successful Bidder.

9.6. Successful Bidder shall supply infrastructure at their own cost and operate the solution on behalf of the Bank. Bank may at its discretion close or shift any location based on the needs.

9.7. Successful Bidder shall provide devices required at the BC locations for enrollment, registration, point-of-transaction such as Tab/Tablet device, finger-print scanner, camera, back-up power /batteries, spares, technical training, user training, technical documentation, training materials etc.

9.8. Successful Bidder will have to deploy the solution at the designated locations within the time period specified for the purpose.

9.9. Successful Bidder shall ensure that faulty front-end equipment is repaired or replaced within a maximum period 72 hours of reporting. A penalty of Rs. 1000/- per day for the period beyond the permitted time line will be levied subject to a maximum penalty of Rs 5,000/- per month till the BCA location is functional.

9.10. Adequate number of spare machines/batteries, etc. should be maintained by Successful Bidder for immediate replacement.

9.11. Network security between Bank's FI gateway and BCA terminal will be at the sole responsibility of the Successful Bidder. Successful Bidder to ensure that data transmitted from Bank's FI gateway to BCA terminal and vice versa.

9.12. TECHNOLOGY REQUIREMENTS/SPECIFICATION

9.12.1. The Technology will include providing and maintaining devices like Tab/Tablet devices, internet connection etc. by the vendor.
9.12.2. The device deployed should have STQC certification.
9.12.3. Bank will provide the TAB/Tablet based software solution. Bidder need to make use of the solution for performing FI transactions.
9.12.4. Devices should have capability to connect directly to Bank's solution and process through Bank's gateway in the banking mandated standard ISO format.
9.12.5. For customer enrolment, including biometric capturing, devices must be compliant with the requirements of RD Services of UIDAI and support ISO templates generation & verifications as per standards mentioned at technical specification.
9.12.6. Devices must have capability for making transactions, using UIDAI's biometric authentication/any other central authentication system, through switch of National Payment Corporation of India (NPCI) or any other agency approved by the Bank/Regulators.
9.12.7. All security features as per the guidelines of UIDAI/CERT-IN/IBA and other regulatory authorities to be adhered to by the Vendors.
9.12.8. The successful bidder/s has to adhere to the guidelines being issued by the bank from time to time.
9.12.9. The successful bidder/s shall maintain sufficient inventory of Consumables at all the district headquarters allotted to them.
9.12.10. The successful bidder/s shall be required to supply hard-wares relating to any new services to be enabled at BCA locations / any other new process (Eg: Face Authentication) mandated in future by regulators like NPCI, UIDAI, RBI and IBA etc.

9.13. TECHNICAL CAPABILITIES:

TAB/TABLET BASED SOLUTION PRE - REQUISITES

9.13.1. TAB/TABLET BASED BC OPERATIONS SPECIFICATIONS

9.13.1.1. FI transactions to be done using embedded/non embedded TAB not below the version 7 which consists of 7 to 8" screen, Thermal Printer, Finger print scanner etc. It is recommended to use android version 9 and above by considering the end of support for Android version 7 and 8 and any ANDROID version comes to end of support, corporate BC shall be required to replace the device with latest ANDROID VERSION.

9.13.1.2. The technology should be compatible with latest OS Standards for inter-bank interoperability through NPCI switch.

9.13.1.3. Should conform to ISO 14443/ ISO7816 and ISO 18092 standards for read and write operations.

9.13.1.4. Should have built-in PKI support

9.13.1.5. Should have multilingual support

9.13.1.6. Should be capable of transactions through EMV chip cards.

9.13.1.7. Should have online connectivity possible, and also have ability to transfer data using methods.

9.13.1.8. All communications with the TAB/TABLET devices should be by secured modes.

9.13.1.9. Should be battery operated with several days in standby, and at least 8 hours of continuous operations

9.13.1.10. Capability of TAB/TABLET device; the device should be capable of undertaking the following functions:-

a) Reading fingerprint of customer;
b) Validation of cards with respect to authorized TAB device
c) Authentication of the customer;
d) Secure storage of transactions;
e) Facility for online connectivity;
f) Voice guidance for transactions;
g) Printing of receipt in local language;

9.13.1.11. Secure communication between TAB/TABLET device and all other devices/systems

9.13.1.12. Device to have GPS tracking facility.

9.13.1.13. Device to have the option to enable video KYC in future.

9.13.1.14. In case of any communication failure, it should ensure that no data is lost during transmission.

9.13.2. Following are the H/W specifications of the embedded/non-embedded TAB

9.13.2.1. Tablet

Preferable Model:	7 Inch full touch screen android based tab
Operating system:	Android version 7 or above
	(Preferably Android version 9 or above)
Resolution:	1280 * 800 Pixels
Connectivity:	Wi Fi - 802.11 b/ g/ n/ ac

	GPS
	Bluetooth – Yes, v4.00/above
Supported mobile network:	3G or 4G
Communication interface:	GSM/GPRS, Wi Fi, Bluetooth v4.0
Rear camera:	Minimum 5 MP
Front camera:	Minimum 1 MP
Java Support:	Required
Processor:	1GHz dual core or above
RAM:	Minimum 1 GB
Internal Storage:	Minimum 8 GB
Expandable storage Card:	Provision up to 32 GB through Micro SD
SIM:	GPRS SIM upgradable to 3G /4G /5G
GSM/CDMA:	GSM upgradable to 3G/4G/5G
Speaker:	Required
Battery Backup:	Minimum 5100mAH

9.13.2.2. Thermal printer

Thermal Printer Specification:

a. Model should have minimum 2 Inch direct thermal dot printer
b. Should support
   i. Multilingual printing
   ii. Image printing
   iii. Diagnostics check like paper out, lid open, low battery etc.
c. Supply/availability of printer paper rolls to be ensured
d. Should have rechargeable battery
e. Support connectivity to tablet, preferably via Bluetooth

9.13.2.3. FIR enabled finger Biometric scanner with RD services

Biometric finger print scanner Specification:

a. Have optical/capacitive technology sensor
b. Support ISO SC37 19794-2/4 or ANSI/INCITS 378 template formats, 500 dpi resolution
c. STQC certified device
d. Support for WSQ format, NFIQ Calculation, one to one/one to many verification
e. Should have rechargeable battery
f. Support connectivity to tablet, preferably via Bluetooth
g. Bidder to ensure RD specification compatibility

9.13.2.4. EMV card reader with pin-pad.

EMV Card Reader:
a. EMV L1 & L2 certified

b. Security - MK/SK, Fixed, DUKPT DES, 3DES, RSA
c. Certification - PCI PTS 3.X EMV L1 & L2
d. Capable to read RuPay, Master and Visa Card
e. Bidder to ensure RD specification compatibility.

Pin Pad:

a. Compact MPOS pin pad device which connects to a wide range of smart phones and tablet via Bluetooth
b. Should have recharge battery
c. Should have a minimum display of 1 inch
d. Support connectivity to Tablet, Preferably via Bluetooth
e. Bidder to ensure RD specification compatibility.

9.14. SECURITY FEATURES

9.14.1. All Devices should conform to the specifications/Guidelines of the UIDAI/STQC/CERT-IN/IBA and other regulatory agencies.

9.14.2. The Successful Bidder shall update/upgrade the devices at his cost as per the guidelines of the Bank/ regulatory authorities as and when required without loss of time.

9.14.3. BC agent should not use TAB/TABLET for other than BC activities.

9.14.4. TAB Device should be compatible for implementation of Mobile Device Management (MDM)/ Suitable software for centralized control of TAB/Tablets.

9.14.5. Biometric Device should be certified by STQC/UIDAI and RD services compliant. Charges towards RD services with the concerned RD service

9.15. INCIDENT MANAGEMENT

9.15.1. The Successful Bidder shall provide a help desk with adequate numbers of phone lines for incident management. On finding an equipment to be not functioning, the BCA would advise on the pre-designated number of help desk regarding the same. The Help Desk representative would then issue a ticket number to the BCA which he/she will quote in all subsequent communications till resolution of the issue. The defective part of the equipment would be replaced by a representative of the Successful Bidder under a sign off from the equipment operator.

9.15.2. As a part of facility management the Successful Bidder shall provide minimum one technically competent resource at the Head Office of the Bank or such other places stipulated by the Bank at the vendor's cost, who shall be available as per Bank's working hours for attending any Troubleshooting/ updates/ modifications in concurrence with the bank.

9.16. MAINTENANCE AND SUPPORT

At the time of operationalizing the solution & introduction of new product/utility, training is to be provided to the BCAs clearly delineating the Do's and Don'ts and Best Practices

for maintaining the equipment. It would be the responsibility of the Successful Bidder to ensure that the equipment is handled carefully. However, Successful Bidder would provide active Help Desk facilities for reporting of all such field incidents. For the passive hours there would be a facility to log the call on an IVR. However, the time for turnaround would be counted from the time the Help Desk becomes active next time.

9.17. TECHNOLOGY CONTROLS

9.17.1. Security audit should be carried out for the technology, process and people through a competent and mutually agreed third party.

9.17.2. Bidder shall provide hardware which is highly reliable to support encryption on the Tab/Tablet, transmission software, intermediary devices and servers and support secure communications between various devices/components.

9.17.3. Systems should be available to support uninterrupted services to the customers duly meeting the contractual obligations of the Bank towards third-parties and customers.

10. SCOPE OF BASIC BANKING PRODUCTS & SERVICES TO BE OFFERED:

10.1. ENROLLMENT OF CUSTOMERS:

10.1.1. The Successful Bidder shall enroll customers to various products using the same solution. Customers may enroll themselves for several products simultaneously or to different products at different points-in-time. The Successful Bidder should undertake enrollment to each of the products (as may be required by the Bank) as per the customers' choice and Bank's policy.

10.1.2. Every customer in the target group will have at least a savings bank account. Other schemes & banking products would also be offered to customers of target-group based on the policy of the bank.

10.1.3. Bank will entrust the process of enrollment to the Successful Bidder. The Successful Bidder may engage his representatives to carry out the operations duly complying with Bank's norm and other associated norms of GOI/RBI/UIDAI/ IDRBT/IBA/legal guidelines.

10.1.4. Due care and security should be accorded to all the related physical documents.

10.1.5. The equipment provided for the above stated front-end activity should be robust, reliable & easy-to-use, and customized to Indian rural/ urban conditions.

10.1.6. The Successful Bidder shall also ensure that the Business Correspondent Agents are frequently trained and kept updated with bank's new schemes, policies, etc. as may be required to discharge their roles and serve the target-customers.

10.1.7. The Successful Bidder may be required to enroll the customer on production of documentary evidence/support that RBI or the Bank may prescribe duly complying with customer due-diligence (including Know-Your-Customer requirements).

10.1.8. The physical documents and application form will be delivered at the designated location of the Bank Branch within three working Days.

10.2. ACCOUNT OPENING/PRODUCT REGISTRATION AND ACTIVATION:

General:

10.2.1. Every customer Account shall be opened in the banking system after all the mandatory information about the applicant/customer has been captured.

10.2.2. Hardware System should be capable of handling all registrations and deregistration for additional schemes/products & services at the BCO or at branch level as decided by the bank for each of the schemes/products &services.

10.2.3. However the account/scheme/product/service will be activated only after fulfilling the stipulations given by the Bank.

10.2.4. The scheme/product or service may require authorization by Bank's official before it becomes operational.

10.2.5. The front-end systems along with the personnel handling the process should be capable of enforcing all the controls required by the Bank.

10.3. CUSTOMER OPERATIONS:

10.3.1. The customers will carry out all the banking transactions through the BCA in the BCO.

10.3.2. Mode of transactions is online.

10.3.3. The solution shall have parameterized control to set online at each card-level /account-level/ transaction-type level/ transaction value-level or a combination thereof.

10.3.4. A customer may have multiple accounts/services linked to the same.

10.3.5. The services availed by the customers may vary.

10.3.6. Currently a few products/services are offered by the bank. Bank may extend additional Products/services in future to be rolled out in BC channel.

10.3.7. The Successful Bidder would obtain application/enrollment forms for other permitted schemes like loans, insurance etc., or any other product/services introduced by the Bank from time to time, as & when they are offered by the Bank/subscribed by the customers.

10.4. CUSTOMER ACCOUNT OPERATIONS:

10.4.1. Customers who wish to receive Banking & Financial services shall approach the authorized representative of the Bidder, the BCA. Customer will carry out AEPS, RuPay card based financial & Non- Financial transactions both onus and off us.

10.4.2. The identity of the customers has to be ensured by the BCA.

10.4.3. BCA may verify additional details of the customer if stipulated by the Bank.

10.4.4. Customer is permitted to transact in online mode only through the Tab/Tablet at BC locations.

10.4.5. The requested transaction is put through only if the conditions stipulated by the bank are met.

10.4.6. The successful cash transaction is concluded by payment of cash or receipt of cash by BCA depending on whether the transaction is a withdrawal or a receipt.

10.4.7. Further, each customer will be permitted only certain number of transactions and within a maximum limit prescribed by the Bank for each category for a given period.

10.4.8. These stipulations will be parameterized at front end system level and such details will be furnished to the successful bidder by the Bank.

10.4.9. Receipts will be printed for each transaction. One will be handed over to the customer and the other will be held with the Bidder for records. The second receipt is optional. The system should have provision for generating/ printing receipt at a later date for submission as proof in case of disputed transactions.

10.4.10. Each transaction will have a unique reference number for the Bank and the same would also be printed on every receipt.

10.4.11. All transactions are to be duly noted in a register and it has to be preserved securely for future reference for time-periods stipulated by the Bank.

10.4.12. The account holder may request for statement of account and the BCA at the village will provide a printout of last 10 transactions together with the outstanding balance in the desired account(s) using the front-end equipment.

10.4.13. The receipts and statements should be in English/vernacular language as may be stipulated by the Bank.

10.5. OPERATIONS AT BC OUTLET (BCO) – KIOSKS:

10.5.1. The Successful Bidder will be responsible for physical custody and upkeep of the systems/devices provided for front-end operations.

10.5.2. The Successful Bidder would also be responsible for cash and accounting of transactions, maintenance of record relating to receipt/issuance/lost cards, requests for issue of new cards, receipts of transactions, details of exceptional transactions, etc.

10.5.3. Cash replenishment & cash usage transactions should be recorded in the front-end terminal through which the transactions are to be effected.

10.5.4. The Successful Bidder should take a printout of the Opening Balance of Cash, Closing Balance of Cash and the list of all transactions in between.

10.5.5. As all the transactions are online, it should be enabled to obtain the required audit trails, reports, etc. through the MIS and from backend. However, bidder should be able to present the log in case of dispute/requirement.

10.5.6. Business Correspondent (BC) activities:

Facilities currently available in the software solution

a. CASA account opening using e-KYC

b. Cash Deposit

c. Cash Withdrawal

d. Fund transfer within bank

e. Mini statement

f. Account balance inquiry

g. Aadhaar Enabled Payment System (AEPS – ON US and Off US)

Following facilities are not available in the present software solution and they are to be done through offline mode until these facilities are migrated online when software becomes available/updated.

a. Enroll Micro accidental death insurance (PMSBY)

b. Enroll Micro life insurance (PMJJBY)

c. Enroll for social security pension scheme (APY)

d. Opening of FD having value of Rs. 50,000/- or above for new customers canvassed by the BCA

e. Opening of RD having value of Rs. 500/- or above for new customers canvassed by the BCA

In addition to these, the bidder should be ready to provide services listed as under, as and when the facility is made available in the Bank's software solution that the BC will be using in their Tablet devices:

a. Bharat Bill Payment Services (BBPS)

b. Loan Repayment

c. IMPS

d. Aadhaar seeding

e. Pension life certificate authentication through Jeevan Pramaan (Aadhar enabled)

f. Mobile seeding

g. Any other activity as identified by bank.

10.5.7. Other activities:

a. Identification of borrowers and classification of activities as per bank's requirements.

b. Creating awareness about savings and other channels/digital products offered by the Bank and education or advice on managing money & debt counseling.

c. Preliminary scrutiny of data and submission of applications to the Bank for its review.

d. Promotion, nurturing, monitoring and handholding of Self Help Groups and/or Joint Liability Groups and/or Micro Credit Groups and others.

e. Facilitating the repayment of dues owed to the Bank by its customers/guarantors.

f. REMITTANCE SERVICES: Customer should be able to remit funds and receive funds using the front-end system with the agent.

g. OTHER PRODUCTS AND SERVICES: Bank would share the product brochures for other products and services that would be extended through this channel to the successful bidder.

h. The responsibility of training & dissemination of product information to BCA lies with the bidder. In future, if any new products/services are introduced the Bank would share the operational guidelines separately.

10.5.8. Cash Management:

The Successful Bidder will be solely responsible for the cash management. Suitable insurance for Cash held at BCO/KIOSKs and cash in transit to be obtained and the policy/proof is to be submitted to the Bank.

11. FUNCTIONAL REQUIREMENTS:

11.1. The authentication of transactions would be through matching the biometrics/fresh sample of fingerprint with UIDAI server or remote authentication server and authentication using the CARD based system (PIN)

11.2. The hardware system should be able to support products and services specified in the RFP.

11.3. The customers should be able to perform selected banking transactions through authorized representatives of the successful bidder. Enabled with interconnectivity, these representatives of the successful bidder will extend banking &financial services on behalf of the Bank to its customers at their (customers') respective locations/ villages/habitats during the time window and at the frequency stipulated by the Bank.

11.4. Persons/entities deployed by the successful bidder r as BCAs for extending banking and financial services on behalf of the bank shall conform to Bank/RBI/UIDAI/IDRBT/NABARD/GOI/state Govt. guidelines.

11.5. The successful bidder shall ensure that the project has sufficient human resources which shall be able to support deposit taking, lending, account management, financial literacy & advice, remittances, electronic benefit payments/transfer, etc.

11.6. MANAGEMENT INFORMATION SYSTEM:

11.6.1. Successful Bidder shall have their own internal software for monitoring the performance of the BC Agents. However, bank will provide MIS portal access to Corporate BCs. The bidder shall put in place an effective communication mechanism to its BCAs.

11.6.2. The successful bidder shall assist the bank in defining exceptional transactions and monitor all such exceptional transactions from a central location in the Bank.

11.6.3. It should also be possible to centrally monitor and obtain reports on cash movement, cash balances, cash payments, etc. at each of the front-end functionaries.

12. ELIGIBLE ENTITIES AND GENERAL GUIDELINES:

The successful bidder would be required to appoint from among the following as BCA. This list would be revised from time to time based on Reserve Bank of India directives.

1. Post Offices.
2. Retired Bank employees.
3. Ex-Service men.
4. Retired Govt. Employees.
5. Individual owners of kirana/medical/fair price shop owners.
6. Individual Public Call Office (PCO) operators.
7. Agents of small savings schemes of Government of India/ Insurance Companies
8. Individual who own petrol pumps.
9. Retired teachers.
10. Authorized functionaries of well-run Self Help Groups (SHGs) linked to banks.
11. Individual members of Farmer's Clubs.
12. Individual operators of Rural Multipurpose kiosks/ Village Knowledge Centers
13. Individuals/ proprietors/ owners who manage Agri Clinics/ Agri Business Centers.
14. Retired Post Masters.
15. Individuals such as auto dealers, tractor dealers and FMCG stockists.
16. Insurance agents including agents of private insurance companies (IRDA certified) and postal agents.
17. Individuals operating Common Services Centers (CSCs) established by Service Centre Agencies (SCAs) under the National e-Governance Plan (NeGP).
18. Any other individual considered suitable by the bank.
19. Identified BCs and BCAs should not have been defaulters to any financial institution.
20. Identified BCs should not have been blacklisted by any bank in the last two years for deficiency of service.
21. The identified BCAs should be certified by IIBF or similar agencies approved by IBA/Bank.

While appointing Business Correspondent Agents (BCAs), following general guidelines should be followed by BC:

a. It is better to appoint an existing entrepreneur as BCA so that it is an additional income to him/her. This will improve the viability of BC Business Model.

b. While approving location of BCO, the place should be such that it is easily accessible and be preferably the place of weekly local 'Haats'.

13. STANDARD OPERATING PROCEDURE (SOP) FOR BC:

13.1 LOGISTICS AT THE BC /BUSINESS CORRESPONDENT OUTLETS/KIOSKS

13.1.1. Display of signage as approved by the Bank.

13.1.2. Display of Phone numbers of Help line, Bank officials (link Branch /Regional Office)

13.1.3. Display of BC certificate as an authorized Bank's BC.

13.1.4. The BCA shall also be issued identity card along with Photograph with Unique personal identification Number (Preferably Terminal ID allotted to the BCA by Bank) and name & address printed on it by the BC.

13.1.5. The identity card shall be required at the time of transaction/remittance.

13.1.6. Ensure availability of required Stationery – Account opening forms, loan application forms, checklists, publicity materials / pamphlets / job cards for banking products.

13.2 MAINTENANCE OF REGISTERS:

BC should ensure the following Registers are maintained at BCA location and to be preserved, with data security, for a period of 8 Years.

13.2.1. Records of customers enrolled;
13.2.2. Account opening forms sent to link branch;
13.2.3. Account opening forms pending to be sent;
13.2.4. Customer contact register;
13.2.5. Financial Transaction Register along with customer signature;
13.2.6. Applications movement register;
13.2.7. Visitors/Bank officials visit register.
13.2.8. Name of grievance redressal official and contact No. to be displayed;
13.2.9. Ensure provision like Cash box, almirah for safe upkeep of finger print scanner /device etc. and other stationery registers;
13.2.10. List of Do's and Don'ts for customers to be displayed;
13.2.11. Registers for Hardware/Software;
13.2.12. Register for AMC details;
13.2.13. Complaints register.

13.3 IMAGE BUILDING AND TRUST:

13.3.1. BCs to create awareness about the channel and any other products of the Bank among the public in the area of operation.
13.3.2. BCs to market the banking products and ensure a pull for the customers in the area of operation.
13.3.3. BCs to do due diligence for BCA selection.
13.3.4. Arrange for training of BCAs.

13.4 TECHNICAL REQUIREMENT

13.4.1. Safe upkeep of front end device viz. TAB device, Pin-pad device, Biometric scanner, thermal printer, etc.
13.4.2. Maintaining help line number of technology / device provider.
13.4.3. Downloading the updated versions of the front end applications.
13.4.4. Keeping the PIN / BCA cards secret to obviate any possibility of unauthorized use of the technology device.

13.5 OPERATIONAL REQUIREMENT

13.5.1. Approval from the Bank for establishing a BCO at any centre.
13.5.2. Account opening form filling up and obtaining required KYC documents / photograph of the customer.
13.5.3. Enrollment of the customer as per the process approved by bank.
13.5.4. Coordinating with link branches to expedite verification and upload of customer data in CBS for account creation.
13.5.5. Distribution/delivery of card / activation of the card & CBS account number to the customers after account creation in the bank's CBS.
13.5.6. Maintaining secrecy about customer account information.
13.5.7. Maintenance of sufficient balance in the BC settlement account to support customer transactions and fund settlement with the bank.
13.5.8. Increase of BCA electronic threshold limits to ensure continuity in customer services as per bank's requirement.
13.5.9. Arrange for availability of sufficient cash at BCO.
13.5.10. BC will ensure replenishing / collection of surplus cash from the BCO.
13.5.11. BC will ensure regular payment of remunerations to the BCAs.
13.5.12. BC will ensure availability of consumables like printing paper, ribbon etc. at the BCO.
13.5.13. BC to ensure issuance of front end system generated receipt to the customers on successful transaction.
13.5.14. To define dispute resolution mechanism.
13.5.15. Forwarding any feedback / complaint received from the customers to the bank.
13.5.16. Risk mitigation process in operations.
13.5.17. Arranging insurance for cash and devices at the BCO.
13.5.18. In case of temporary / permanent termination of BCA at any outlet, BC to make alternate arrangement to ensure continuity of banking services to the customers within 15 days. A penalty of Rs. 1000/- per day for the period beyond the permitted time line will be levied subject to a maximum penalty of Rs 5,000/- per month till the BCA location is functional.
13.5.19. BCA shall function for minimum 4 hours at Kiosks apart from visiting the field for Mobile BC activity failing which it will be treated as the BCA is absent for the day.
13.5.20. The weekly / public holidays of Kiosks shall be as applicable to the base branch.

13.6 LEGAL REQUIREMENT

13.6.1. Persons / BCAs engaged by BC are not the employees of the bank and the bank shall not be responsible in any manner for payment of wage remuneration nor payment for PF, EPF due to such persons.

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

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

13.6.4. Any publicity by the bidder in which the name or logo of the Bank is to be used, will be done only with the explicit prior written permission of the Bank.

13.6.5. The Hardware/ furniture/fittings/cash on hand and cash in transit are to be insured by the bidder against all risks of loss or damages.

14. HUMAN RESOURCE REQUIREMENT:

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

14.1. The successful bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications & skills and deployment experience for all critical activities.

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

14.3. Bidder shall confirm that every person deployed by them on the project have to submit Police verification certificate/Police verification acknowledgement copy prior to their engagement. Wherever police verification acknowledgement copy is taken, the police verification certificate should be submitted within 60 days from the date of Acknowledgement slip. Bank shall have the right to remove such deployed person where Police verification certificate is not submitted within stipulated time.

14.4. The successful bidder shall deploy one supervisor referred to as BC Supervisor (BCS) for every 50 BCAs within 30 days from the issue of work order. Non-compliance shall be treated as breach of Service level Agreement.

14.5. In case the performance of the Bidder/their CSP/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, the Bidder shall have to replace the said person within the time limit stipulated by the Bank. Where the Bidder fails to comply with the Bank's request, the Bank may replace the said person or their agents/employees on its own.

14.6. No right to employment in the Bank shall accrue or arise to the employees or agents of the Bidder, by virtue of engagement of employees, agents, etc. of the Bidder for any assignment under this project. It is further clarified that the arrangement herein with the Bidder is a contract for service.

14.7. The Bidder shall extend all of the outsourced banking & financial services by deploying such personal who has high integrity and meet the qualifications & other criteria stipulated by the Reserve Bank of India, Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948.

14.8. Further in case of any penalty or punitive action by RBI, NPCI or any other statutory authority in the matter will be the responsibility of the SP and any claim by the Bank in this regard will have to be compensated by the SP within 1 month. For delay in compensation interest @ 1% per month or part thereof will be payable.

14.9. The Business Correspondent should not collect non-refundable deposits from BCAs.

14.10. All infrastructure item including kiosks, TAB, RD Service compliant Biometric devices, Pinpad devices, EMV Chip card reader etc. will be owned by the bidder.

14.11. The Business Correspondent should not, in any way, convey to the BCAs that they can claim jobs with the bank on account of becoming BCA. In this regard, a suitable clause should be included in the agreement entered between BC & BCA.

14.12. BC will enter into a comprehensive agreement with BCA. A draft of such agreement is to be submitted along with the Technical Bid. Any suggestion given by the bank should be incorporated in the agreement between BC and BCA.

14.13. If the BCA is engaged as a recovery agent /Business facilitator by the bank, bank will enter into separate agreement with the bidder. In such case all payment towards the Business facilitator activity will be paid to the BCA.

14.14. Each agent must perform minimum 125 eligible financial transactions per month. If non-performance continues for 3 months, Bank may ask to change the agent without any cost to Bank.

14.15. In the case of failure on the part of the SP to open KIOSK /mobile BC (TAB) at any allotted centers a penalty of Rs. 1000/- per day for the period beyond the permitted time line will be levied subject to a maximum penalty of Rs 5,000/- per month till the establishment of the centers. Bank also reserves its right to offer the centre/s to other Successful Bidder/service provider solely at its discretion.

14.16. Without prejudice to the bank's right to terminate the agreement, for any defective service or inability to provide the service for any reason or for non-functioning of the BCO for any reason, beyond 10 (Ten) working days continuously, a penalty @ Rs. 1000/- per day (from the 11th day onwards) may be levied for each of the Business correspondent outlet with a maximum of Rs 5000/- per month per centre. The penalty will come into force after three month from the date of activation of BCO and will be levied on BC.

14.17. The Bidder shall confirm that, every person engaged by them should not undertake TAB based transactions within the Branch vicinity with a radius of 100 meters from the Branch premises. If any such incident of BCA working within Branch vicinity is found, a penalty of Rs.5,000/-per instance shall be levied.

15. PAYMENT TERMS:

15.1. Payment will be made by the Bank on monthly basis in arrears on aggregated basis within 20 days on submission of original invoices by the Business Correspondent duly countersigned by authorized signatory after deducting applicable penalties and TDS, if any. Payment will be made for the enrollments completed in all respects i.e. demographic data, photo and biometrics with CBS account number. Payment for transactions will be done for all the transactions excluding accommodative transactions. No payment will be done for balance enquiry.

15.2. The BC is eligible for fixed & variable charges stipulated as under:

Sl. No.	**BC Activity**	**Commission Payable**	**Status of implementation of activity through BC channel**
1	**Monthly Fixed charges**	No. of transactions-125 or below: **NIL**	**NA**
		No. of transactions-Above 125 but not exceeding 250: **₹2500**	
		No. of transactions-250 and above:**₹ 5000**	
2	**Cash Handling Charges:** Cash Deposit, Withdrawal (on us & off us)	Percentage of volume of transaction in a month (Charges for transaction of value Rs.100) **As per Commercial Bid quoted by the Successful Bidder**	Already available in present software solution
3	Fund Transfer (Our Bank - on us - AePS)	0.5% with max of Rs 5/- per txn	Already available in present software solution
4	Account opening (e-KYC)	Rs. 20/- per account opened	Already available in present software solution
5	Balance enquiry(other bank-AEPS)	NIL	Already available in present software solution

6	Balance enquiry(other bank-AEPS)	NIL	Already available in present software solution
7	Mini Statement(On-Us)	NIL	Already available in present software solution
8	Enroll Micro accidental death insurance (PMSBY)	Rs. 1 for every fresh enrollment	Not available in the present software solution, may be done through offline mode for the time being and migrated online when software becomes available/updated.
9	Enroll Micro life insurance (PMJJBY)	Varies from Rs. 7.50 to 30.00 (Depending on the quarter in which the enrollment happens) for every fresh enrollment	Not available in the present software solution, may be done through offline mode for the time being and migrated online when software becomes available/updated.
10	Enroll for social security pension scheme (APY)	Rs. 20 for every fresh enrollment	Not available in the present software solution, may be done through offline mode for the time being and migrated online when software becomes available/updated.
11	New customers canvassed by the BCA for opening of FD	Rs. 20 per instance for FD of Rs. 50,000 or above (subject to maximum of Rs. 500 per month)	Not available in the present software solution, may be done through offline mode for the time being and migrated online when software becomes available/updated.
12	New customers canvassed by	Rs. 10 per instance for RD of Rs. 500 or above (subject to	Not available in the present software solution, may be done

	the BCA for opening of RD	maximum of Rs. 200 per month)	through offline mode for the time being and migrated online when software becomes available/updated.
13	NPA Recovery	For OTS/compromise 1% of amount recovered for SSA subject to Maximum of Rs.500 2% of amount recovered for DA1 and DA2, Maximum of Rs. 1000 3% of amount recovered for DA3 and LA, Maximum of Rs. 1500	Not available in the present software solution, may be done through offline mode for the time being and migrated online when software becomes available/updated.
13	Bharat Bill Payment Services (BBPS)	0.5% with max of Rs 5/- per txn	Not available in the present software solution, may be implemented in near future
15	Loan Repayment	0.5% with max of Rs 5/- per txn	Not available in the present software solution, may be implemented in near future
16	IMPS	Rs 5/- per success txn	Not available in the present software solution, may be implemented in near future
17	Aadhaar seeding	Rs. 5/- per success	Not available in the present software solution, may be

			implemented in near future
18	Pension life certificate authentication through Jeevan Pramaan (Aadhar enabled)	Rs.10/- per successful authentication	Not available in the present software solution, may be implemented in near future
19	Mobile seeding	NIL	Not available in the present software solution, may be implemented in near future

Note:

1) The above rates are inclusive of all taxes & charges other than GST.
2) The above rates are subject to modification if any uniform guidelines are issued by Bank/RBI/UIDAI/IDRBT/NABARD/GOI/state Govt.
3) The fixed charges, cash handling & other variable charges to be shared between BCA and BC at **80:20** ratio.
4) The fixed charges will be paid to the BCA/BC, wherein the BCA should be active as under:
   a. Kiosk should work minimum 4 hours on all working days
   b. Nonfunctioning on working days shall attract pro-rata reduction in fixed charges to be calculated as follows:

      (No. of days active/No. of working days) x fixed charges.

   c. The BCA shall work for a minimum of 10 days in a month to be eligible for payment of fixed charges.
   d. To construe BCA as active, BCA should have carried out at least 125 eligible financial transactions through TAB during a month. A Penalty of Rs. 5,000/- shall be levied per BCA per Month for inactive BCAs.
4) The following transactions will be IN-ELIGIBLE for calculation of fixed, Variable charges.
   a. Transactions with amount less than Rs.50/-
   b. More than 2 transactions in a particular account per day.
   c. More than Rs.10000/- per transaction in a particular account per day.
   d. More than 10 transactions in a particular account per month.
   e. Transactions or passbook update in the accounts of BCAs.

f. Fixed charges shall not be paid, if BCA has not done transaction in minimum 25 unique customer accounts during the month.

5) For cash transactions both receipt and payments, the maximum cap of Rs 25 per transaction is only payable by the Bank.

6) The gross amount less TDS will be credited to the BC Account maintained in our Bank.

7) Other services and products not included above will be added from time to time with mutual consent as per Bank/RBI/Government guidelines.

8) Bank has the right to delete/modify any stipulations mentioned above and also stipulate such other conditions with due notice to BC.

9) Bank has the right to delete/modify any activity that can be extended through the BC, with due notice to the BC.

Cap on Business/Commission: Reserve Bank has expressly prohibited sourcing of Bulk deposits, NRE/NRO FCNRB deposits, and deposits from Public Sector Companies/Government Departments by this channel.

15.3. BC shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employees, agents& representatives and in particular Laws relating to terminal benefits such as minimum wages, Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the Bank shall have no liability in this regard.

16. REVIEW AND MONITORING MECHANISM:

16.1. Bank will evaluate the Bidder on an ongoing basis and may take a suitable decision for continuation/ termination / expansion of contracted services based on Annexure XII.

16.2. The project shall conform to Bank's policies and would be subject to Internal and External audits. The Bidder is required to extend all necessary co-operations to facilitate audit process.

16.3. Bidder shall have adequate audit controls and track normal and exceptional transactions.

16.4. Bank will utilize the services of internal or external auditors for ensuring proper operations by Bidders.

16.5. Bank may also arrange for a random verification of enrollment/ payments, etc. for better control.

PURCHASE PREFERENCE

Purchase Preference to Micro and Small Enterprises (MSEs), Start-ups and Purchase Preference linked with Local Content (PP-LC) (Make in India) shall be applicable subject to full compliance of other terms and conditions of the RFP and Contract. Following are the conditions applicable as per the Government of India Guidelines on Purchase Preference.

17. MICRO & SMALL ENTERPRISES [MSES]:

17.1. Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification no. D.L.33004/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the Government of India Guidelines:

17.2. MSEs should provide proof of their being registered as MSE (indicating the Terminal Validity Date of their Registration) for the item under Tender/ RFP along with their offer, with any agency mentioned in the Notification, including:

17.2.1 District Industries Centres or

17.2.2 Khadi Village Industries Commission or

17.2.3 Khadi & Village Industries Board or

17.2.4 Coir Board or National Small Industries Corporation or

17.2.5 Directorate of Handicrafts & Handloom or

17.2.6 Any other body specified by the Ministry of Micro, Small & Medium Enterprises.

17.2.7 For ease of registration of Micro and Small Enterprises (MSMEs), Ministry of MSE has started Udyog Aadhaar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.

17.3. MSEs participating in tenders, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 in a situation where L1 price is from someone other than MSE & such MSE shall be allowed to supply at least 25% of total tendered value. In case there are more than one MSEs within such price band and agree to bring down their price to L1, the 25% quantity is to be distributed proportionately among these Bidders and the awarding of such contract is solely at the discretion of the bank.

17.4. The Eligible MSEs who intend to match the L1 Price (ultimately decided by the Bank) shall indicate the willingness to match the L1 Price within 6 working days from the date of communication from the Bank to avail the purchase preference.

17.4.1 When L1 price is from someone other than MSE and when more than one MSE has quoted within price band of L1 +15%, then lowest quote among the MSEs will be given a chance to match L1 price within 6 (Six) days of communication. In Case, Lowest among MSE agrees and matched the L1 price, then 25% of the locations will be allocated to MSE.

17.4.2 In case, lowest among MSE is not agreeing to match the L1 price, the next lowest among MSE will be given a chance to match the L1 price. This process of price matching exercise will continue till the last MSE who has quoted within price band of L1+15%.

17.4.3 In case, none of the MSE bidders who have quoted within price band of L1+15% agree to match the L1 price, it will be treated as MSE Purchase Preference is exercised by the bank, but not opted by MSE bidders.

17.4.4 In case, when two MSE bidders have quoted the same price, then the bidder who has secured highest technical score will be first asked to match L1 Price.

17.5. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.

17.6. The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.

18. START-UP:

18.1. Applicable for Indian Bidders only as defined in gazette notification no. D.L-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.

18.2. As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Start-ups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in tender document.

18.3. For availing the relaxations, bidder is required to submit requisite certificate towards Start-up enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

19. PROCUREMENT THROUGH LOCAL SUPPLIERS (MAKE IN INDIA):

Department for Promotion of Industry and Internal Trade under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 19/09/2020 has notified revised guidelines to be followed to promote manufacturing and production of goods and services in India under "Make in India" initiative.

19.1. All the relevant documents/information regarding claim for preferential treatment under this policy must be submitted along with offer by the tenderers. Post tender submission of these information/documents shall not be considered. Further firms seeking these considerations shall be completely responsible for the truthfulness and authenticity of their claim for these benefits.

19.2. Kerala Gramin Bank shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain complete back up calculation.

19.3. Bidders have to refer https://dpiit.gov.in/public-procurements for complete guidelines and submit relevant certificate in compliance to Public Procurement (Preference to Make in India) order 2017.

20. APPLICATION OF PURCHASE PREFERENCE:

20.1. To ensure uniformity in commission payment of BCAs, while matching Price of L1 bidder, MSE bidders shall match line-wise price quoted in Bill of Material of L1 bidder.

BID PROCESS

21. CLARIFICATION TO RFP AND PRE-BID QUERIES:

21.1. The bidder should carefully examine and understand the specifications, terms & conditions of the RFP and may seek clarifications, if required. The bidders in all such cases should seek clarification in writing in the same serial order as that of the RFP by mentioning the relevant page number and clause number of the RFP as per format provided under Annexure XVIII

21.2. All communications regarding points requiring clarifications and any doubts shall be addressed to ficell.kgb@keralagbank.com by the intending bidders before 03:00 PM on 17.01.2023

21.3. No queries will be entertained from the bidders after the above date and time.

21.4. The Bank will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's website (https://keralagbank.com/tenders) and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.

21.5. No oral or individual consultation will be entertained.

22. PRE-BID MEETING:

22.1. A pre-bid meeting of the intending bidders will be held as scheduled below to clarify any point/doubt raised by them in respect of this RFP.

Date	Day	Time	Venue
20.01.2023	**Friday**	**3.00 PM**	**Through Video Conference**

No separate communication will be sent for this meeting. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives

of interested bidders shall be present during the scheduled time. In this connection, Bank will allow **only ONE representative** from each Bidder to participate in the pre-bid meeting.

Interested bidders shall share the scanned copy of authorization letter as per annexure XIX and valid ID proof of the Representative by email to ficell.kgb@keralagbank.com latest by 19.01.2023.

Upon perusal of the same, the link/meeting ID will be shared to the participant via reply mail for interested bidder to participate in the Prebid query meeting.

22.2. Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.

Bank will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the Bidders in the meeting.

22.3. Non reply to any of the queries raised by the vendors during pre-bid Meeting shall not be considered as acceptance of the query/issue by the Bank.

23. AMENDMENT TO BIDDING DOCUMENT:

23.1. At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by amendment.

23.2. Notification of amendments will be made available on the Bank's website only (https://keralagbank.com/tenders) and will be binding on all bidders and no separate communication will be issued in this regard.

23.3. In order to allow prospective bidders to take the amendment into account in preparing their bids, the Bank at its discretion, may extend the deadline for a reasonable period as decided by the Bank for submission of Bids, by announcing the matter through Tenders section of Bank's website.

24. BID SYSTEM OFFER:

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

24.1. Part A-Technical Proposal: Indicating the response to the Technical specification for implementation of BUSINESS CORRESPONDENT SERVICES ON OPEX MODEL USING TABLETS in Kerala Gramin Bank. (Annexure II to XV).

24.2. Part B-Commercial Bid: Furnishing all relevant information as required as per Bill of Material as per Annexure-XVII along with Commercial Bid Undertaking Letter as per Annexure - XVI.

25. PREPARATION OF BIDS:

25.1. The Bid shall be typed or written in English language in Times New Roman font style with font size of 12 in indelible ink and shall be digitally signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.

25.2. All the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be paginated with Name, Seal and Signature of the Authorized Signatory. Bids with erasing / overwriting / cutting without authentication may be liable for rejection.

25.3. Authorization letter/ Board Resolution for signing the Bid documents duly signed by Company's Authorized signatory should be submitted.

25.4. <u>PART A-TECHNICAL PROPOSAL:</u>

25.4.1. Technical Proposal should be submitted as per the format as per Annexure II to XV. Relevant technical details and documentation should be provided along with Technical Proposal.

25.4.2. It is mandatory to provide the technical details in the exact format of Annexure-VII of this tender.

25.4.3. The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.

25.4.4. In case of any contravention of technical specification detected at any stage which is not explained to the satisfaction of the Bank, the technical specifications elaborated in RFP shall prevail and the bidder shall be considered as disqualified ab initio and it shall be presumed that the commercial bid of such bidder was never opened by the bank.

25.4.5. The Bank shall not allow / permit changes in the technical specifications once it is submitted.

25.4.6. The relevant product information, brand, and model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the Offer. Failure to submit this information along with the offer may result in disqualification.

25.4.7. The Technical Proposal should be complete in all respects and contain all information sought for, as per Annexure II to XV. Masked Bill of Material must be attached in Technical Offer and should not contain any price information. The Technical Proposal should be complete and should cover all products and services. Technical Proposal without masked Bill of Materials will be liable for rejection.

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

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

25.4.8.2. It should not provide any price information like, unit price, tax percentage, tax amount, AMC/ATS charges, Implementation Charges etc.

25.5. PART B-COMMERCIAL BID:

25.5.1. Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. Bill of Material should give all relevant price information as per Annexure-XVII. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.

25.5.2. Under no circumstances original Bill of Material should be kept in Part A (i.e. Technical Proposal). The placement of Bill of Material in Part A (i.e. Technical Proposal) will make bid liable for rejection.

The Bill of Material forms must be attached in Technical Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal and Commercial Bid, except that the Technical Proposal should not contain any price information (with Prices masked). Any change in the Bill of Material format may render the bid liable for rejection.

25.5.3. Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.

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

26. ORGANIZATION OF BIDS:

26.1. The technical bid should be submitted with the following:

26.1.1. Table of contents

26.1.2. Covering letter duly signed by the authorized signatory

26.1.3. Executive Summary

26.1.4. Duly filled up & Signed Annexure II to XV

26.1.5. Letter/ Board Resolution/Power of Attorney with details of authorized signatories who can represent the bidders.

26.1.6. All Documents/declaration as mentioned under – prequalification/Eligibility Criteria

26.1.7. Masked Bill of Materials without any commercial details. (The symbols **XXXX** should be printed in the space provided for quoting unit price and total price in the masked bill of material)

26.1.8. Draft of the Agreement to be entered between the BC and BCA.

26.2. The commercial bid should be submitted in containing the following:

26.2.1. Bill of Material along with the costs – Annexure XVII along with Undertaking Letter.

26.2.2. Duly filled Annexure XVII

26.3. The format of the proposals submitted by the Bidder should strictly adhere to the format provided in the RFP format, failing which the proposals are liable to be rejected.

27. SUBMISSION OF BIDS:

27.1. The Name and address of the Bidder, RFP No. and Due Date of the RFP are to be specifically mentioned on the Top of the envelope containing Bid.

27.2. Two Separate covers, one containing the Technical Bid and another containing the Commercial Bid should be specifically super scribed as "Technical Bid for providing BC services to Kerala Gramin Bank" and "Commercial Bid for providing BC services to Kerala Gramin Bank" respectively with RFP number and enclosed in a large envelope mentioned in clause 27.1 of this RFP.

27.3. The bid/s properly super scribed in the manner prescribed in earlier clauses of this RFP should be either deposited in the Tender Box kept at the banks head office or should be sent through post/courier to the address mentioned in Bid Schedule.

27.4. Tenders should reach the address mentioned in bid schedule on or before the date and time specified in bid schedule.

27.5. Technical Bid and commercial Bid should be placed in two separate envelopes marked suitably.

27.6. If last day of submission of bids is declared a holiday under NI Act by the Government subsequent to issuance of RFP the next working day will be deemed to be the last day for submission of the RFP. The Bid/s which is/are deposited after the said date and time shall not be considered.

27.7. If the envelopes containing bid documents, including the outer envelope is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid's misplacement or premature opening.

28. DOCUMENTATION:

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

29. COSTS & CURRENCY:

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

30. ERASURES OR ALTERATIONS:

The Offers containing erasures or alterations or overwriting may not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted",

"noted", "as given in brochure/manual" is not acceptable. The Bank may treat such Offers as not adhering to the tender guidelines and as unacceptable.

31. ASSUMPTIONS/PRESUMPTIONS/MODIFICATIONS:

The Bank would like to expressly state that any assumption, presumptions, modifications, terms, conditions, deviation etc., which the bidder includes in any part of the Bidder's response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, presumptions, modifications, terms, conditions deviations etc., have been accepted by the Bank and communicated to the bidder in writing. The bidder at a later date cannot make any plea of having specified any assumption, terms, conditions, deviation etc. in the bidder's response to this RFP document. No offer can be modified or withdrawn by a bidder after submission of Bid/s.

32. AMENDMENT TO BIDDING DOCUMENT:

32.1.1. At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.

32.1.2. To allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids, after announcing the matter through "Tender" section of Banks website.

33. BID OPENING:

33.1. The Part A-Technical Proposal shall be opened in virtual presence of the Bidder's representative/s as scheduled in the RFP and/or its amendment to this RFP.

33.2. Bid Opening will be held at the head office of the bank in the presence of participants/Bidder's whoever choose to be present on the occasion.

33.3. Bidder should share the scanned copy of authorization and valid ID card of the participant who will attend the meeting by email to ficell.kgb@keralagbank.com latest by 05-02-2023.

33.4. Attendance of all the representatives of the bidders who are present at bid opening will be taken in a register against Name, Name of the Company and with full signature.

33.5. The Bidders may note that no further notice will be given in this regard. Further, in case the bank does not function on the aforesaid date due to unforeseen circumstances or declared as holiday then the bid will be accepted up to 3.00 PM on the next working day and bids will be opened at 3:30 PM at the same venue on the same day.

33.6. The following details will be announced at the time of bid opening.

33.6.1. Name of the Bidders.

33.6.2. Such other details as the Bank at its discretion may consider appropriate.

33.7. If any of the bidders or all bidders who has submitted the tender are not present during the specified date &time of opening, it will be deemed that such bidder is not interested

to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the Part A – Technical Bid in their absence.

33.8. The Part A-Technical Proposal submitted by the bidder will be evaluated based on the Eligibility Criteria as per Clause 3 and its sub clause, Technical Evaluation Criteria (Minimum 50% Marks to be obtained) and functional requirements as per Annexure VII as stipulated in RFP document.

33.9. The Commercial Bid of only those bidders who are qualified in Part-A Technical Proposal will be opened and the time & date of opening the commercial Bid shall be advised to the technically qualified bidders individually either by email, fax or by letter.

SELECTION OF BIDDER

34. PRELIMINARY SCRUTINY:

34.1. The Bank will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of RFP, whether the documents have been properly signed, items are offered as per RFP requirements and technical documentation as required to evaluate the offer has been submitted.

34.2. Prior to detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the bidding document. Substantial responsiveness means that the bid conforms to all terms & conditions, scope of work, technical specifications and bidding document is submitted without any deviations.

35. CLARIFICATION OF OFFERS:

35.1. During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The bidder has to respond to the bank and submit the relevant proof /supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Bank.

35.2. The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. Bank's decision with regard to 'minor nonconformity' is final. The waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

36. EVALUATION OF TECHNICAL BIDS:

36.1. The Bank will evaluate the bid submitted by the bidders under this RFP. The Part A-Technical Proposal submitted by the bidder will be evaluated based on Technical Evaluation Criteria defined in this RFP. The Commercial Bid of only those bidders who qualified in Part A-Technical Proposal will be reckoned for evaluation purpose.

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

36.3. Bank will prepare a list of Bidders based on evaluation by a Committee of the Bank. The short-listing will be based on various parameters such as compliance with pre-qualification criteria as per terms of the tender documents, functional fit of the solution to the requirements of the Bank, responses, past experience, site-visits (if deemed necessary), referrals, presentations, technology, etc. in addition to technical compliance of the solution offered by the bidder vis-à-vis the technical specifications given in the technical bid forms.

36.4. Prior to detailed evaluation Bank will determine the substantial responsiveness of each Bid to the Bidding Document. Substantial responsiveness means that bid conforms to all terms and conditions of the Pre-Qualification Criteria and Bidding Document without any material deviations.

36.5. The Bank may call for any clarifications/ additional particulars required, if any, on the technical bids submitted by the bidder. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time.

36.6. Bank reserves right to call for a presentation on the features etc., from the short listed Bidders based on the technical bids submitted to make an evaluation. The commercial bids of the technically qualified bidders only will be considered for commercial bid evaluation.

36.7. Bank reserves the right to evaluate the bids on technical and functional parameters including possible visit to inspect live sites of the Bidder and witness demos of the system and verify functionalities, response times, etc.

36.8. Technical evaluation will take into consideration, the capability of the bidder to implement the proposed solution.

36.9. Bidders should score minimum 50% marks out of 100 marks as per scoring matrix to become eligible for participating in the Commercial Bid. In other words, Commercial bid of those bidders who secured minimum 50% marks in technical evaluation criteria only will be opened.

36.10. Only those eligible bidders whose Technical bids have been found substantially responsive and who have scored minimum 50% marks in technical evaluation would be intimated by the Bank about their responsiveness and about the revised/updated Technical & Functional Specification (if any). In case of normalization and/or revision, they would also be advised to submit fresh "Price Bid" which should either be equal to or less than the prices quoted in the Original Price Bid where there is no upward revision of specifications.

36.11. The bank may use the services of external consultants for bid evaluation, if required.

36.12. The bank will evaluate and compare the Price Bids, of all the technically short-listed Bidders. The commercial bid will be opened in the presence of representatives of bidders who are shortlisted in the technical bid and whoever choose to be present on the occasion.

36.13. Evaluation criteria, evaluation of the responses to the RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion. Its decision shall be final and no correspondence about the decision shall be entertained.

36.14. The rates quoted by the Service Provider will be valid for the duration of the tenor of the agreement and extended tenor of the agreement as the case may be.

36.15. Bank reserves the right to cancel the bidding process for which the RFP is floated at the sole discretion of the Bank.

37. BIDDERS PRESENTATION /SITE VISITS / PRODUCT DEMONSTRATION/POC

37.1. Bidders are required to prepare for making necessary presentations as a part of the final evaluation in accordance with the responses given for the identified requirements any time after the last date for submission of bids.

37.2. Bidders are further required to be prepared to demonstrate the proposed solution by arranging for a product walk-through at their own installations/principals/R&D labs duly meeting the specific requirements / issues raised by Bank. Bank may at its discretion as a part of the evaluation of the technical bid may request either all bidders or any of them to arrange for this demonstration of their product more than once if felt necessary before opening commercial bid.

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

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

37.5. Bidders should arrange for visits to the reference sites wherein the product is successfully implemented by them. The bidder shall take necessary permission from the site owner and demonstrate the features & performance to Bank at their own cost.

38. TECHNICAL EVALUATION CRITERIA:

38.1. The Bank's evaluation of the technical bids will take into account the following factors and based on such evaluation a list of technically qualified bidders will be short-listed:

38.1.1. Compliance of terms and conditions stipulated in Clause 3 & its sub clause of RFP duly supported by documentary evidence called for therein.

38.1.2. Submission of duly signed Annexure – II to XV along with documentary evidence of the RFP.

38.1.3. Status of Compliance of terms and conditions as per Annexure XII of this RFP.

38.1.4. Review of written reply, if any, submitted in response to the clarification sought by the Bank, if any.

38.1.5. Technical scores shall be granted based on the criteria mentioned in the RFP.

38.2. TECHNICAL EVALUATION MATRIX

S. No.	Parameter	Documents required	Maximum Marks	Bidder Score
1	**Entity Status (Constitution)** ▪ PSU/ Public Limited (08 Marks) ▪ Private Limited (06 Marks) ▪ Others (04 Marks)	Legal Document	08	
2	**Net-worth as on 31.03.2022** ▪ Above 25.00 Cr (12 Marks) ▪ 15.01 Cr to 25.00 Cr (10 marks) ▪ 10.01 Cr to 15.00 Cr (08 Marks) ▪ 5.01 Cr to 10.00 Cr (05 Marks) ▪ 0.00 Cr to 05.00 Cr (03 Marks)	Audited Balance Sheet along with Auditor Certificate with UDIN	12	
3	**ISO 9001 /27001** ▪ ISO 9001&27001 (10 Marks) ▪ ISO 27001 (07 Marks) ▪ ISO 9001 (04 Marks)	ISO Certificate	10	
4	**Business Correspondent Agents engaged in PSB/RRB in India /** ▪ Above 5000 (6 Marks) ▪ 4001 to 5000 (5 Marks) ▪ 3001 to 4000 (4 Marks) ▪ 2001 to 3000 (3 Marks) ▪ 1000 to 2000 (2 Marks)	Bank Letter from PSB / RRB	6	
5	**Business Correspondent Agents engaged in PSB/RRB in Kerala** ▪ Above 300 (10 Marks) ▪ 251 to 300 (8 Marks) ▪ 201 to 250 (6 Marks) ▪ 151 to 200 (5 Marks) ▪ 100 to 150 (3 Marks)	Bank Letter from PSB / RRB	10	

6	**Tie up with PSBs/RRBs in India** ▪ Above 5 PSBs/RRBs (14 marks) ▪ 5 PSBs/RRBs (12 marks) ▪ 4 PSBs/RRBs (09marks) ▪ 3 PSBs/RRBs (06 marks) ▪ 2 PSBs/RRBs(03 Marks)	Bank Letter from PSB / RRB	14	
7	**Districts covered in Kerala** ▪ 1 mark for each district with at least 2 active BCAs in each district	Bank Letter from PSB / RRB	14	
8	**Percentage of Women engaged as BCA in PSB/RRB in India (Women BCA/Total BCA *100)** ▪ Above 40% (12 Marks) ▪ 30.01% - 40.00% (9 marks) ▪ 20.01 % - 30.00 % (06 Marks) ▪ 10.00% - 20.00 % (03 Marks) ▪ Less than 10.00% (02 Mark)	Bank Letter from PSB / RRB	12	
9	**Average Active BCA Percentage Per Month during June'22, July'22 Aug '22 in PSB/RRB in India** {[(**Active BCAs in October 2022+November 2022+December 2022)/**	Bank Letter from PSB / RRB	14	

	3] / No of BCAs]}*100 ▪ Above 98 % (14 Marks) ▪ 96.01 % – 98.00 % (12 Marks) ▪ 94.01 % - 96.00% (09 Marks) ▪ 92.01 % - 94.00% (06 Marks) ▪ 90.00 % - 92.00% (03 Marks) ▪ Less than 90.00 % (02Marks) (Active BCA means a BCA who has done at least one financial transaction during a month)			
Minimum Marks to be obtained to be qualified in Technical Bid - 50		**Total marks**	**100**	

Note:

1. Bidders to submit relevant documents in support from their respective Banks of their position under all the above parameters.

2. Bidders should score minimum 50% marks out of 100 marks as per scoring matrix to become eligible for participating in the Commercial Bid. In other words, Commercial bid of those bidders who secured minimum 50% marks in technical evaluation criteria only will be opened.

Bidders shall submit proof of document for criteria detailed above. It shall be the responsibility of the bidders to submit relevant proof of document. Scoring shall be done based on the documents submitted along with the technical bid and no further correspondence shall be sent in this regard. The total marks scored in the technical evaluation shall be informed to the participating bidders. Decision of the Bank on evaluation of technical bids shall be final and binding on all bidders and Bank won't accept/consider any kind of claims whatsoever from the bidders. It shall be the responsibility of the bidder to submit required Documentary proofs which are necessarily unambiguous and shall be capable to establish beyond any doubts that bidder is satisfying the particular criteria/clause for which the document is submitted.

39. VALIDITY OF BIDS:

39.1. Commercial Bids shall remain valid for 365 days from the date of opening of Commercial Bid.

39.2. In exceptional circumstances, the Bank may seek the Bidders' consent for extension of the period of validity. The request and the responses thereto shall be made in writing.

40. CORRECTION OF ERRORS IN COMMERCIAL BID:

Bank reserves the right to correct any arithmetical errors furnished in the Commercial Bid. If any such errors are noticed it will be rectified on the following basis:

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

40.2. If there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly.

40.3. If there is a discrepancy between words and figures, the rate/ amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case, the amount in figures will prevail, subject to the above two provisions.

40.4. If the bidder does not accept the correction of errors, the bid will be rejected.

41. NORMALIZATION OF BIDS:

41.1. The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that, shortlisted bidders are more or less on the same technical ground.

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

42. DETERMINATION OF L1 BIDDER:

42.1. Bidders shall quote commercial bid on Total Cost of Ownership basis as per Bill of Material Annexure XVII

42.2. L1 Price will be determined after giving effect to arithmetical correction, if any.

42.3. The L-1 bidder will be determined on the basis of the lowest price quoted in Bill of Material as per Annexure XVII.

42.4. In case, two or more bidders have quoted the same lowest quote (L1), then the bidder secured highest technical score amongst such bidders shall be the successful bidder.

42.5. In case, two or more bidders have quoted the same lowest quote (L1) and has scored same technical score, then the bidder with highest number of Business Correspondent Agents deployed in PSBs & **RRBs in the state of kerala from** among such bidders shall be the successful bidder.

43. AWARDING OF CONTRACT:

43.1. Technically qualified Bidder whose commercial bid is accepted and quotes the lowest in commercial bid will be referred to as selected Bidder and Bank will notify the name of the selected Bidder by displaying in the Notice board/official Website of Bank. Bank will follow the internal procedure for necessary approvals and thereafter proceed with notification of award of contract.

43.2. The contract shall be awarded and the order shall be placed on selected Bidder. Bank releases the order either in Full or in part or place more than one order towards the contract based on banks requirements.

43.3. While awarding contract, bank at its sole discretion shall allot Centres among the successful bidder and it would be final & conclusive and binding upon the selected bidders.

43.4. The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the Selected Bidder shall be the date of acceptance of the order by the bidder.

43.5. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.

43.6. On failure of the selected bidder to accept the order with in stipulated time, Bank shall be at liberty to proceed with other technically qualified Bidders within the purview of the same RFP by calling for fresh commercial quotes either considering existing commercial quote or fresh commercial quote. The initially selected bidder stands disqualified for further participation in the subject bid.

43.7. Within 15 days from the date of acceptance of the order by the selected bidder, the bidder shall sign a stamped "Contract agreement" referred to as Contract in this RFP, with Bank, at the time, place and in the format prescribed by Bank. All stamp duty charges applicable on the agreement shall be borne by the selected bidder.

44. INTIMATION TO QUALIFIED/SUCCESSFUL BIDDER:

The Bank will prepare a list of qualified bidders at each stage on the basis of evaluation of Part A- Technical Proposal and Part B-Commercial Bid. The names of qualified bidders at each stage would be announced on the Bank's website (i.e. www.keralagbank.com). Commercial Bids of only technical qualified bidders shall be opened. Final list of the bidders (L1, L2, L3…etc.) will be announced as indicated above.

45. BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

45.1. The Bank reserves the right to accept or reject any Bid /offer received in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract of award, without thereby incurring any liability to the affected or Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's

action. The Bank reserves the right to reject any Bid on security and/or other considerations without assigning any reason.

45.2. The Bank reserves the right to cancel the entire Bidding/procurement process at any stage without assigning any reason whatsoever.

46. REVIEW OF SERVICES:

46.1. The performance of the Business Correspondent will be reviewed, BCO wise, by the bank every month initially, and thereafter at such intervals as the bank may decide. A Steering Committee at branch level/RO level/ Circle level consisting of Bank officials, representative of Business Correspondent and the concerned BCAs will also interact every month to identify and address bottlenecks in BC operation. The bank reserves the right to terminate the contract at any point of time if:

46.1.1. The services are found to be unsatisfactory;

46.1.2. There is a consistent failure to maintain the customer satisfaction;

46.1.3. Desired levels of output by the Business Correspondent are not met;

46.1.4. There is a discrepancy found in the accounts maintained by the Business Correspondent and the records of the Bank;

46.1.5. The customers serviced by the Business Correspondent complain to the Bank that the Business Correspondent is inefficient;

46.1.6. There is fraud in the accounts handled by the Business Correspondent/BCA; or

46.1.7. If the NPAs in the loans sourced by BCA are abnormally high, that is, the percentage of NPAs in the loans sourced by the BCA in comparison to the other NPA of the branch.

46.1.8. Any other reason which in the opinion of the bank is not conducive to the continuation of the Services of the Business Correspondent.

46.2. However, before terminating the contract, the bank will give a written notice specifying the defects in services to Business Correspondent and seek rectification of the defects within a period of 7 days. In case the defects are not rectified, the contract will be terminated.

46.3. It is expected that BCAs are engaged & are activated in the locations mentioned in Annexure I of this RFP within 45 days of award of contract/ work order/Intimation. Shortfall of more than 20% in achieving the above targets will result in the services being treated as 'unsatisfactory'.

46.4. The Bank shall not be liable for the acts of omission and/ or commission of the BCA engaged by the Business Correspondent. The Business Correspondent is responsible for compliance of all applicable laws & regulations in relation to the BCA engaged by them and the BCA engaged by the SP shall not be eligible to claim any benefit or fee or charge from the Bank. The Business Correspondent is responsible for all performance or obligations under the agreement and the Bank shall have no obligation towards the BCA engaged by the Business Correspondent.

47. COMPLIANCE WITH LAWS:

47.1. The Bidder shall undertake to observe , adhere to, abide by, comply with and notify Bank about all laws in force or as are made applicable in future, pertaining to or applicable to them, their business , their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its employees/ officers/ staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

47.2. The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above & all other statutory obligations arising there from and Bank shall give notice of any such claim or demand of liability within reasonable time to the Bidder.

47.3. The Bidder agrees that the Bidder shall not be entitled to assign / sub lease any or all of its rights and/or obligations under this tender and subsequent Agreement to any entity including Bidder's affiliate without the prior written consent of Bank.

47.4. In case Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bidder under this RFP.

48. COMPLIANCE WITH STATUTORY AND REGULATORY PROVISIONS:

It shall be the sole responsibility of the Business Correspondent to comply with all statutory and regulatory provisions while delivering the services mentioned in this RFP.

49. SOCIAL MEDIA POLICY:

49.1. No person of the bank or the Contractors and third parties shall violate the social media policy of the bank.

49.2. The following acts on the part of personnel of the Bank or Contractor and third parties shall be construed as violation of Social Media Policy:

49.2.1. Non adherence to the standards/guidelines in relation to social media policy issued by the bank from time to time.

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

50. TAXES AND DUTIES:

50.1. The Business Correspondent shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc.

50.2. Providing clarifications/particulars/documents etc. to the appropriate tax authorities for assessment of tax, compliance with Labour and other laws, etc. will be the responsibility of the Business Correspondent at his cost.

50.3. Tax deduction at Source - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Business Correspondent. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Business Correspondent from his responsibility to pay any tax that may be levied in India on income and profits made by the Business Correspondent in respect of this contract.

50.4. The BC/Service provider shall deduct such applicable taxes out of the payments made to the BCAs and remit to the concerned authorities within the stipulated time line. The Bank shall not be responsible for the same whatsoever.

50.5. GOODS AND SERVICE TAXES (GST) AND ITS COMPLIANCE:

50.5.1. Goods and Service Tax law in India is a comprehensive, multistage, destination based tax that will be levied on every value addition. Service provider shall have to follow GST law as per time being enforced along with certain mandatory feature mentioned hereunder-

50.5.2. TDS (Tax Deducted on Source) is required to be deducted as per applicable under GST law on the payment made or credited to the Service Provider of taxable goods and Services. It would enhance the tax base and would be compliance and self-maintaining tax law based on processes. The statutory compliances contained in the statues include obtaining registration under the GST law by the existing assesses as well as new assesses, periodic payments of taxes and furnishing various statement return by all the registered taxable person.

50.5.3. It is mandatory to pass on the benefit due to reduction in rate of tax or from Input Tax Credit (ITC) to the Bank by way of commensurate reduction in the prices under the GST law.

50.5.4. If Service Provider as the case may be, is blacklisted in the GST (Goods and Services Tax) portal or rating of a Service Provider falls below a mandatory level, as decided time to time may be relevant ground of cancellation of contract.

50.5.5. Bank shall deduct tax at source, if any, as per the applicable law of the land time being enforced. The Service provider shall pay any other taxes separately or along

with GST if any attributed by the Government Authorities including Municipal and local bodies or any other authority authorized in this regard.

51. INTELLECTUAL PROPERTY RIGHTS:

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

51.2. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution.

51.3. The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.

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

52. INDEMNITY:

52.1. The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities(including statutory liability), penalties, demands, charges, costs (including legal costs) and

expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:

52.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder or by his agents.

52.1.2. Any contravention or Noncompliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder.

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

52.3. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.

52.4. The limits specified in the above said clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.

52.5. All Employees/ agents engaged by the Bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.

52.6. The service provider will be held accountable for any untoward incidents and the reputation risks to the bank.

53. LEGAL DISPUTES AND JURISDICTION OF THE COURT:

53.1. The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts & related costs and a right for damages.

53.2. All disputes and differences of any kind whatsoever, arising out of or in connection with this contract or in discharge of any obligation arising under this contract (whether during the course of execution of the order or after completion & whether beyond or after termination, abandonment or breach of agreement) shall be resolved amicably. In case of failure to resolve the disputes & differences amicably then the dispute shall be subject to the exclusive jurisdiction of the courts in Malappuram/Ernakulam and the parties agree to submit themselves to

the jurisdiction of such court as this RFP/contract agreement shall be governed by the laws of India.

54. SERVICE AGREEMENT AND PENALTIES:

54.1. Upon completion of the selection process, the bank shall enter into agreement with the successful bidder who shall agree to the terms and conditions stipulated by the Bank which among other conditions will also include the following:

54.2. The Successful bidder should agree to the performance standards stipulated by the Bank and comply with all the Standard Operating Procedures (SOPs) prescribed by the bank.

54.3. The successful bidder should maintain all records & registers as per the instructions of the Bank and ensure safe custody of all records and documents. The Bank shall be entitled to inspect & audit the records maintained by the successful bidder through its officers or auditors / representatives and the successful bidder shall provide access to the officers and representatives of the Bank or other regulatory authorities.

54.4. The successful bidder should allow access to RBI or persons authorized by RBI to inspect and access documents / records and obtain copies of records.

54.5. It will be the sole responsibility of the successful bidder to provide uninterrupted service to the customer through the technology platform provided by them barring unusual situations or calamities like flood, earth quake, etc.

54.6. It will be the sole responsibility of the successful bidder to protect the data transmitted from Bank's FI gateway to BCA Terminal and vice versa.

54.7. The successful bidder and its representatives should maintain secrecy & confidentiality of all records and information in respect of the outsourced service.

54.8. The successful bidder should indemnify the Bank for breach of confidentiality & obligations by the successful bidder, its representatives and agents at the first demand by the Bank.

54.9. The successful bidder shall indemnify, protect & save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of all hardware and software used by them.

54.10. The successful bidder shall ensure all technology compliances and maintenance requirements as may be prescribed by the Bank. The successful bidder will also have to meet the prescribed requirements that may be stipulated by the bank to be maintained at the BCOs (Service Level Agreement is furnished as part of BC Agreement). A well-defined disaster recovery and business continuity plan, both from technology as well as from business angle, should be in place as per the satisfaction of the Bank.

54.11. If the Service Provider enters into a separate agreement with any Technology Service Provider (TSP), the agreement must be got examined and approved by Bank and that agreement must have a clause enabling Bank and/or RBI to verify/ audit

all the papers/documents, data base, reports, files, etc. relating to the transactions/accounts, maintained either manually or through any computer system or in any other medium.

54.12. The Successful Bidder should provide indemnity to the Bank against all claims, costs & actions for all commissions and omissions by the service provider and its representatives.

54.13. The Banks shall have the right to terminate the agreement by issue of notice without assigning reason and also in the case of breach of contractual obligations by the service provider separately.

54.14. A BC agreement format will be as per Bank/IBA draft.

54.15. The successful bidder/s have to implement the solutions in all identified locations within 45 days of issuance of work order/intimation, including integration with Banks gateway. A penalty of Rs. 1000/- per day for the period beyond the permitted time line will be levied subject to a maximum penalty of Rs 5,000/- per month till the BCA location is functional.

54.16. All activities such as engaging BCs, customer's transaction etc. and installations of Hardware/Software etc. for BCs, should be as per the requirements of RFP.

54.17. A detailed Schedule will be drawn up by the Bank and shared with selected bidder/s at the time of placing order termination.

54.18. All terms, conditions, Annexures of this RFP and its subsequent amendment forms part and parcel of service agreement.

55. REPRESENTATIONS AND WARRANTIES:

55.1. The Bidder warrants that they have obtained all necessary corporate approvals to enter into an Agreement and that no consent, approval, or withholding of objection is required from any governmental authority with respect to the entering into or the performance of this project. The bidder further warrants that they are under no obligation or restriction, nor shall they assume any such obligation or restriction, that would in any way interfere or conflict with, or that would present a conflict of interest concerning, any obligations under this project.

55.2. Bidder warrants that it shall perform the Services in a professional & workman like manner and materially in accordance with the applicable specifications in the RFP.

55.3. The Bidder represents that it is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.

55.4. The Bidder represents that it has the corporate power & authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

55.5. The Bidder represents that the submission of responses to the RFP execution, delivery and performance under an Agreement entered in case the Bidder is selected:

55.6. Will not violate or contravene any provision of its documents of incorporation;

55.7. Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;

55.8. Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;

55.9. To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

56. PERIOD OF CONTRACT:

The period of contract shall initially be for a period of 3 (three) years from date of acceptance. Bank also reserves its right to extend the contract for 6 (six) months after 3 years on the same terms and conditions at mutually agreed revised/revisited commercials between the Bank and the successful bidder. In case of shifting of the services to a new Service Provider, due to deficiency in the services extended by successful bidder during the period of the contract or due to policy changes, which warrants switching over to new solution, the existing successful bidder shall extend all required support for smooth switch over.

57. PERFORMANCE GUARANTEE:

57.1. The successful bidder shall provide irrevocable and unconditional

Performance Bank guarantee in the form and manner prescribed by the Bank equivalent to Rs.10,000/- (Rupees Ten thousand only) per allotted BCA/KIOSK.

57.2. The successful bidder should submit a Security Deposit/ Performance Guarantee within 30 days from the date of work order as below:

57.2.1. The performance Guarantee should be for 4 years (Three years plus a claim period of 1 year).

57.2.2. The successful bidder should submit Security Deposit by way of DD favouring Kerala Gramin Bank / Performance Bank Guarantee issued by a Scheduled Commercial Bank (other than Kerala Gramin bank) in India as per Annexure XX.

57.3. Security deposit if submitted in the form of Performance Bank Guarantee, the guarantee period should be valid for 48 months from the date of placing the order.

57.4. The security deposit / bank guarantee will be discharged by the bank and returned to the bidder one year after the successful completion of implementation of RFP FOR BUSINESS CORRESPONDENT SERVICES ON OPEX MODEL USING TABLETS) using Tablet.

57.5. The successful bidder shall be responsible for extending the validity date of the bank guarantees as and when it is due to coincide, on account of delay in completion of the project

57.6. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended or fails to execute the contract Agreement or if the successful bidder fails to complete his obligations under the contract. The proceeds of the guarantee shall be payable to the bank as compensation for any loss from the successful bidder's failure to complete his obligations under the contract.

58. CANCELLATION OF THE ORDER AND TERMINATION OF CONTRACT:

58.1. Bank reserves its right to cancel the order and terminate the contract in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to Bank alone:

58.1.1. Delay in customization / implementation / installation beyond the specified period that is agreed in the contract that shall be signed with the successful Bidder; and

58.1.2. Serious discrepancy in the quality of service / hardware / software expected during the implementation, rollout and subsequent maintenance process.

58.2. Notwithstanding anything contained in this RFP, Bank shall terminate this RFP if it is found that the project envisaged under this RFP could not be taken place on account of change in policy /guidelines of the Bank/Government/RBI or any other regulatory/authority.

58.3. Failure to observe the time schedule as mentioned in this the RFP for implementation, appointment and rollout.

58.4. If there is contravention as provided under Clause 46.

58.5. If violation of integrity pact or social media policy is detected at any stage.

58.6. Bank shall also have the right to cancel the order and terminate the contract by issuing a 30 Days' notice to the successful bidder without assigning any reasons.

58.7. EFFECT OF TERMINATION

58.7.1. The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the contract.

58.7.2. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.

58.7.3. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services.

59. FORCE MAJEURE:

59.1. The Business Correspondent or the Bank shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the Business Correspondent or the bank, i.e. Force Majeure. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake &fire, revolutions, floods, epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the Business Correspondent shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

59.2. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of 180 days, the Bank and the Business Correspondent/Bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Business Correspondent.

60. CONFIDENTIALITY AND NON-DISCLOSURE

60.1. The bidder shall take all necessary precautions to ensure that all information shared to it are treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking as given in Annexure-XIV.

60.2. No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.

61. CORRUPT AND FRAUDULENT PRACTICES

61.1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders /Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

61.2. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

61.3. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

61.4. The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

61.5. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

61.6. The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.

61.7. Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, Bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.

61.8. The successful bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor by the Bank.

62. ADOPTION OF INTEGRITY PACT:

62.1. The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.

62.2. Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.

62.3. The Bidders shall submit signed Pre Contract integrity pact as per Annexure XIII along with Part-A Technical Bids. Those Bids which are not containing the above are liable for rejection.

62.4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principal or associates.

62.5. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

62.6. Integrity Pact in respect to this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

62.7. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.

62.8. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

62.9. Integrity pact shall be signed by the person who is authorized to sign the Bid.

63. MODIFICATION/CANCELLATION OF RFP:

63.1. The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves the right to obtain revised price bids from the bidders with regard to change in RFP Clauses. The Bank reserves the right to accept any bid in whole or in part.

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

64. TERMS AND CONDITIONS FOR THE PROPOSAL:

64.1. Bank invites the Bidder's attention to the following terms &conditions which underline this RFP and which provide a statement of understanding between the interested parties.

64.2. Bank reserves the right to accept or reject any and all proposals, to revise the RFP, to request one or more re-submissions or clarifications from one or more Bidders, or to cancel the process in part or whole. No Bidder is obligated to respond to or to continue to respond to the RFP. Additionally, Bank reserves the right to alter the specifications, in part or whole, during the RFP process, and without re-issuing the RFP. Each party shall be entirely responsible for its own costs and expenses that are incurred while

participating in the RFP and subsequent presentations and contract negotiation processes.

64.3. Responses submitted by a Bidder to this RFP represent a firm offer to contract on the terms &conditions described in the Bidder's response. The proposal must be signed by an official authorized to commit the bidder to the terms & conditions of the proposal. Bidder must clearly identify the full title & authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official.

64.4. The RFP and all supporting documentation/templates are the sole property of KERALA GRAMIN BANK and shall NOT be redistributed without the prior written consent of KERALA GRAMIN BANK. Violation of this would be a breach of trust and may, inter-alia cause the Bidder to be irrevocably disqualified. The aforementioned material must be returned to KERALA GRAMIN BANK when submitting the Bidder proposal, or upon request. In case the Bidder is not interested in responding to the RFP, the RFP documents and any Annexure must be returned to KERALA GRAMIN BANK immediately.

65. CERTIFICATE BY THE BIDDER:

By submitting a signed bid, the Bidder certifies that:

65.1. The Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition.

65.2. The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.

65.3. No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.

65.4. Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with KERALA GRAMIN BANK. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.

65.5. The Bank is not responsible for any assumptions or judgments made by the Bidders for arriving at any type of sizing or costing. The Bank at all times will benchmark the performance of the Bidder to the RFP documents circulated to the Bidders and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the Bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents.

65.6. The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all hardware to be supplied in response to this RFP shall meet the proposed Bidder solution requirements. Bank will be providing the software solution. If any services,

functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfill all the terms and conditions of this RFP.

65.7. The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations.

65.8. The successful bidder shall not assign to any one, in whole or in part, it's obligations to perform under the Contract, except with the Bank's written consent. Merger, demerger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc. of the successful bidder shall be done only with the previous written consent of Bank.

If the Bidder undergoes a merger, demerger, amalgamation, take over, consolidation, reconstruction, change of ownership etc. without Bank's consent in writing, in that event, without prejudice to Bank's right to terminate the contract, the agreement shall be voidable at the sole discretion of Bank.

66. LIABILITIES OF THE BANK:

This RFP is not an offer by the Bank, but an invitation for bidder response. No contractual obligation whatsoever shall arise on the Bank from the RFP process unless and until a formal contract is signed & executed by duly authorized officials of the bank and the bidder.

67. PROPOSAL FORMAT:

As the bidder's proposal is central to the evaluation & selection process, it is important that the bidder carefully prepares the proposal as per the prescribed formats only. Under no circumstance, the format can be changed, altered or modified. Bidders must provide categorical and factual replies to specific questions. Bidders may provide additional technical literature relating to their proposals but in a separate annexure. Correct and current technical details must be completely filled in. The annexure to this RFP shall form integral part of the RFP.

68. OWNERSHIP:

The RFP and all supporting documents are the sole property of the Bank and violation of the terms of this RFP will be a breach of trust & breach of the initial contract conditions and the Bank has a right to initiate any action deemed appropriate.

GENERAL MANAGER

കേരള ഗ്രാമീൺ ബാങ്ക്
Kerala Gramin Bank

ANNEXURE I

Number of Locations district wise to be covered by Successful Bidder

SL No.	DISTRICT	NUMBER OF LOCATIONS
1	MALAPPURAM	95
2	IDUKKI	14
3	ERNAKULAM	33
4	ALAPPUZHA	17
5	WAYANAD	31
6	KOZHIKODE	81
7	KANNUR	96
8	KASARGOD	58
9	PATHANAMTHITTA	31
10	KOTTAYAM	37
11	THIRUVANANTHAPURAM	46
12	KOLLAM	25
13	THRISSUR	46
14	PALAKKAD	24
TOTAL		**634**

***Bank reserves the right to Add/Eliminate any location solely at its own discretion without giving reason or whatsoever. Further the Locations may be reallocated solely at the discretion of the Bank based on the requirements.**

കേരള ഗ്രാമീൺ ബാങ്ക്
Kerala Gramin Bank

ANNEXURE II

PART OF TECHNICAL BID

BIDDERS PROFILE:

1	Name of the Company	
2	Address of Registered Office / Head Office	
3	Phone Number (with STD Code)	
4	E-mail id	
5	Constitution (Public Ltd Co., / Pvt Ltd Co./ Trust/ Societies)	
6	Date of Establishment:	
7	Name of Chief Executive:	
8	Name of Contact Person and Phone No:	
9	Line of Activity:	
10	Date from which the bidder is experienced in similar type of activity	
11	Products Developed / Serviced (Attach product literature)	
12	PAN Number of Company	
13	GSTIN Number of Company	
14	Total Number of Employees:	
15	Committed role (Commitment) of the Bidder for the Proposed Project	

Financial Background	**2019-20**	**2020-21**	**2021-22**
Turnover			
Net Profit after TAX			
Total Assets			
Total Liabilities			

Date: **Signature of Authorized Official with Seal**

[PART OF TECHNICAL BID] **ANNEXURE III**

PARTICULARS OF REGIONAL & BRANCH OFFICES

1. Number of Offices:

2. Please furnish information about Offices in the following format:

City / State	Address	Name of Person In-charge and Phone No.	No. Of Qualified Support Personnel & their qualifications	Whether adequate trained Manpower, knowledge base & stock of spares available for support

കേരള ഗ്രാമീൺ ബാങ്ക്
Kerala Gramin Bank

Date: **Signature of Authorized Official with Seal**

PART OF TECHNICAL BID **ANNEXURE IV**

REFERENCE LETTER

List of Public Sector Banks, Regional Rural Banks whom Financial Inclusion solutions have been offered and related references: (provide copies of such major contracts executed)

Name of the Bank/Institutions & contact details	Details of services offered	Equipment Supplied	Contact Person	Phone

Attach (a) reference letters for the above contracts only
(b) copy of Purchase Orders for each of the model

Date: ` **Signature of Authorized Official with Seal**

കേരള ഗ്രാമീൺ ബാങ്ക്
Kerala Gramin Bank

[PART OF TECHNICAL BID] **ANNEXURE V**

FINANCIAL POSITION OF THE BIDDER
(Enclose copy of Audited statements)

(In Rs. in Lakhs)

	2019-20	2020-21	2021-22
Audited (A) / Provisional (P)	(A)	(A)	(A/P)*
Paid up Capital			
Tangible Net Worth			
Total Assets			
Total Sales (net of excise)			
PBDIT			
Profit after Tax			

*Strike off which is not applicable

Please attach annual reports / duly audited financial statements for the last three financial years.

a) If the bidder is a Company, please confirm that the Memorandum and Articles of Association do not prohibit the BC activity (also attach copies of Memorandum and Articles of Association).
b) In case of a Company, please furnish data on share holding pattern, names of main promoters and names of Directors (Ultimate beneficial owner of the Company).
c) Please furnish data required for getting report from CIBIL on the Company, promoters and Directors.
d) If the bidder is having a tie up with a TSP, separate form is to be used to furnish the details for individual members.

കേരള ഗ്രാമീൺ ബാങ്ക്
Kerala Gramin Bank

Date: **Signature of Authorized Official with Seal**

[PART OF TECHNICAL BID] **ANNEXURE VI**

STATEMENT OF TIE-UPS/ AGREEMENTS ENTERED WITH PSBS/RRBS FOR BC PROJECT

Sl. No.	Job / Task	Agency Name & Address	Experience of the Agents	Validity of tie-up or agreement

Note: Copy /Copies of understanding/ tie-up/agreement should be enclosed.

Date: **Signature of Authorized Official with Seal**

കേരള ഗ്രാമീൺ ബാങ്ക്
Kerala Gramin Bank

[PART OF TECHNICAL BID] **ANNEXURE VII A**

Technical Specification Compliance

Sl. No.	Technical Device	Technical Specifications	Bidders Response on Compliance YES/NO	Make & Model of the Device
1	**Whether it is embedded device?**			
	A. Bio-metric FP scanner	Whether Bio metric scanner embedded with the device?		
	B. Thermal printer	Whether Thermal Printer embedded with the device?		
	C. EMV chip Card reader	Whether EMV Chip Card Reader embedded with the device?		
	D. Pin Pad	Whether Pin Pad embedded with the device?		
2	**Tab/Tablet**	As mentioned in this RFP- under Tab/Tablet Based Solution		
3	**Thermal Printer**	As mentioned in this RFP- under Tab/Tablet Based Solution		
4	**Biometric finger print scanner**	As mentioned in this RFP- under Tab/Tablet Based Solution		
5	**EMV Chip Card reader with Pin pad**	As mentioned in this RFP- under Tab/Tablet Based Solution		

Place:
Date: **Signature of Authorized signatory with seal**

[PART OF TECHNICAL BID] **ANNEXURE VII B**

Hardware Questionnaire

1. List of Hardware Proposed to be used by the Bidder (Please, cover all the equipment, scanners, etc.):

Sl. No.	Type of Hardware (eg. Tab/Tablet etc.)	Make and Model (Specifications)	Quantity	Proposed Use
1	Tab/Tablet			
2	Thermal Printer			
3	Biometric finger print scanner			
4	EMV Chip Card reader with Pin pad			

2. Any Other Equipment Proposed by the Bidder and not Covered Above (to make the solution fully functional):

Sl no.	Purpose & Features	Bidder's Response
1		
2		
3		
4		
5		

കേരള ഗ്രാമീൺ ബാങ്ക്
Kerala Gramin Bank

Place:
Date: **Signature of Authorized signatory with seal**

[PART OF TECHNICAL BID] **ANNEXURE VIII**

BIDDER's UNDERTAKING LETTER

From:

Date:

To

The General Manager,
Kerala Gramin Bank,
Head Office, FI Wing,
A.K. Road,
Malappuram-676505

Dear Sir/Madam,

We, the undersigned, as Bidder, having examined the complete RFP document (along with its appendix/annexure), do hereby offer to produce, deliver, install, support and maintain the RFP FOR BUSINESS CORRESPONDENT SERVICES ON OPEX MODEL USING TABLETS) using Tablet in your Bank in full conformity of your requirements as elaborated in above said RFP for the amounts mentioned by us in the Commercial Bid or such other sums as may be agreed to between us.

We hereby agree to all the terms and conditions stipulated in the RFP except for the variations and deviations of requirements as mentioned by us in the Compliance Statement, submitted along with our Technical Proposal.

We declare that we will not engage, directly/indirectly any AePS transactions with our own application/software and understand that any violation of the above clause will lead to termination of the contract.

We agree to abide by our Offer for a period of 365 days from the date of last day of Bid submission and it shall remain binding on us for acceptance at any time before the expiration of this period.

We understand that you are not bound to accept the lowest or any bid you may receive.

We undertake, if our Bid is accepted, to provide Contract Performance Guarantee, ATS/AMC Performance Guarantee in the form and in the amounts and within the times stipulated in the RFP.

We undertake as a part of this contract for successful operation of the KERALA GRAMIN BANK Financial Inclusion Plan and its expansion in future by the Bank during the warranty and AMC period (if contracted).

Moreover, we certify that:

a) Prices in the Bid have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.

b) The prices in the Bid have not been disclosed and will not be disclosed to any other Bidder of this RFP.

c) We have not induced nor attempted to induce any other Bidder to submit or not submit a bid for restricting competition.

We certify that the information/data/particulars furnished in our RFP are factually correct. We also accept that in the event of any information/ data/ particulars proving to be incorrect, the Bank will have the right to disqualify us from the bid.

We undertake to comply with the terms and conditions of the RFP. We understand that the Bank may reject any or all of the offers without assigning any reason whatsoever.

Yours faithfully,

(Authorised Signatory)
In the capacity of _____
Duly authorized to sign the Bid for and on behalf of _____

കേരള ഗ്രാമീൺ ബാങ്ക്
Kerala Gramin Bank

[PART OF TECHNICAL BID] **ANNEXURE –IX A**

UNDERTAKING BY BIDDER TOWARDS MANDATORY MINIMUM LC

To,
The General Manager,
Kerala Gramin Bank,
Head Office, FI Wing,
A.K. Road,
Malappuram-676505

SUB:
RFP Ref:

Dear Sir,

1. We, M/s _____ *(Name of Bidder)* undertake that we meet the mandatory minimum Local content requirement of..... % specified in RFP document for claiming purchase preference linked with local Contents under the Policy.

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:

കേരള ഗ്രാമീൺ ബാങ്ക്
Kerala Gramin Bank

[PART OF TECHNICAL BID] **ANNEXURE –IX B**

CERTIFICATE BY STATUTORY AUDITOR OF BIDDER TOWARDS MANDATORY MINIMUM LC

To,
The General Manager,
Kerala Gramin Bank,
Head Office, FI Wing,
A.K. Road,
Malappuram-676505

SUB:
RFP Ref:

Dear Sir,

1. "We _____ the statutory auditor of M/s. _____ (*Name of the bidder*) hereby certify that M/s. _____ (*Name of the bidder*) meet the mandatory minimum Local content requirement of ..... % specified in tender document quoted vide offer No. _____ dated _____ against RFP ref no KGB/FIW/01/2023 dated 10.01.2023 _____ by M/s _____ (*Name of the bidder*)."

Name of Audit Firm: Signature of Authorized Signatory]

Date: Name:
Designation:
Seal:

കേരള ഗ്രാമീണ ബാങ്ക്
Kerala Gramin Bank

[PART OF TECHNICAL BID] **ANNEXURE-X**

TENDER FOR SELECTION OF CORPORATE BUSINESS CORRESPONDENT

(to be provided on letter head of Bidder)

SUB: RFP for BUSINESS CORRESPONDENT SERVICES ON OPEX MODEL USING TABLETS

Ref: RFP No:

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

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

Bidder Name:

Registered Address of the Bidder:

Shareholding structure of the Bidder as on 31.03.2022		
%age of shares held	**Name of holding Company/Individual**	**Registered Address of the share holding company/Individual**

Bidder's Parent Company &/ Owner/Beneficial Owner Name: Registered Address of the Bidder's Parent Company:

Shareholding structure of the Bidder's Parent Company as on 31.03.2022		
%age of shares held	**Name of holding Company/Individual**	**Registered Address of the share holding company/Individual**

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

Date: _____ **Signature of Authorized Signatory of Bidder**

Place: _____ **Name of Signatory:**

Designation:

Seal of Company:

[PART OF TECHNICAL BID] **ANNEXURE-XI**

Format of certificate from Public Sector Banks / Regional Rural Banks

The General Manager,
Kerala Gramin Bank,
Head Office, FI Wing,
A.K. Road,
Malappuram-676505

Reg: FINANCIAL INCLUSION SERVICES PROVIDED BY _____"VENDOR NAME"____

Dear Sir,

1. M/s _____ have been working with our Bank as TSP/CBC (Corporate Business Correspondent) since _____ (Date).
2. They have been allotted ____ number of BCA Kiosks (Business Correspondent Agents) for coverage through Business Correspondents, out of which _____ are women BCAs.
3. Inactive BCA outlets (not performed at-least one financial transaction during a month) during *October 2022 , November 2022 & December 2022 are* ____, _____*&* _____ *respectively*.
4. Inactive BCA outlets in the state of Kerala (not performed at-least one financial transaction during a month) during *October 2022 , November 2022 & December 2022 are* ____, _____*&* _____ *respectively*.
5. Name of States and Union Territories covered by CBC (Corporate Business Correspondent). **Specify Names of all States & Union Territories.**
6. Number of BC outlets in Kerala state are as given below:

DISTRICT	**NO. OF LOCATIONS ALLOTTED TO BC**	**NUMBER OF ACTIVE BC OUTLETS**
IDUKKI		
PALAKKAD		
THIRUVANANTHAPURAM		
KOZHIKODE		
KASARGOD		
PATHANAMTHITTA		
KANNUR		
ALAPPUZHA		
KOTTAYAM		
ERNAKULAM		
KOLLAM		

WAYANAD		
THRISSUR		
MALAPPURAM		

**strike off the the table if no locations in Kerala state is allotted to the BC*

7. The Services provided by M/s _____ are found to be satisfactory and there are no major issues.
8. Mr. / Ms. _____ is the Contact Person / Project Leader / Main executor of the project since _____ (Date) and his / her performance is satisfactory.

This certificate is issued at the request of M/s _____ solely for the purpose for submitting response to RFP along with other documents for the tender dated ____ for engagement of CBCs floated by Kerala Gramin Bank.

Signature

(_____Name_____)
Designation:
Email ID:
Phone Number:

കേരള ഗ്രാമീൺ ബാങ്ക്
Kerala Gramin Bank

[PART OF TECHNICAL BID] **ANNEXURE XII**

COMPLIANCE STATEMENT

Sub: RFP for providing Business Correspondent Services on OPEX model using tablets

Ref: KGB/FIW/RFP/01/2023 dated 10-01-2023

Please note that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. Bank reserve the right to reject the bid, if bid is not submitted in proper format as per RFP.

Compliance	Description	Compliance (Yes/No)
Terms and Conditions	We hereby undertake and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. Stipulated by the Bank in this RFP.	
Scope of work and/ Technical Specification	We certify that the systems/services offered by us for tender conform to the Scope of work and technical specifications stipulated by you. (Any deviation may result in disqualification of our bid)	
RFP, Clarifications & subsequent Corrigendum/s, if Any.	We hereby undertake that we have gone through RFP, clarifications & Corrigendum/s issued by Bank and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this RFP.	

And in case of non-compliance to the above we certify that except for the following deviations, we agree to abide by all other clauses, terms, conditions and specifications mentioned in the RFP.

Main RFP / Section	**Clause / Sub Clause No.**	**Deviation**	**Specific Page no. of the Response**

Place:

Date: **Signature of Authorized signatory with seal**

Note: If there are no deviations the bidder has to give his response by writing 'NIL' in the second statement

[PART OF TECHNICAL BID] **ANNEXURE -XIII**

(to be submitted in non-judicial Stamp Paper of adequate value)

Pre Contract Integrity Pact

1. GENERAL

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on_____ day of the _____ month of 20____ , between, KERALA GRAMIN BANK, a Regional Rural Bank and a body corporate constituted under the RRBs Act, 1976, having its Head Office at KGB Towers, A K Road, Up Hill, Malappuram, Kerala-676505, (which term and expression shall unless repugnant to the context mean and include its successors and assigns) with branches spread over Kerala (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri._____ , acting through its Assistant General Manager, of the BUYER, of the FIRST PART

AND

M/s. _____represented by Shri _____Chief Executive Officer/

Authorized Signatory (hereinafter called the "BIDDER/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 engage services of the bidder for RFP for BUSINESS CORRESPONDENT SERVICES ON OPEX MODEL USING TABLETS) using Tablets and the BIDDER/SERVICE PROVIDER is willing to offer/has offered the services and

1.3. WHEREAS the BIDDER/SERVICE PROVIDER is a private company/ public company/Government undertaking/ partnership/ LLP/registered export agency/service provider, duly constituted in accordance with the relevant law governing its formation/incorporation/constitution and the BUYER is a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970.

1.4. WHEREAS the BIDDER/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 Services proposed to be engaged 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/SERVICE PROVIDER liable for damages and replacement costs incurred by the BUYER.

2. NOW, THEREFORE, the BUYER and the BIDDER/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 engage the desired Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2. Enabling BIDDER/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 RPF 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/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/SERVICE PROVIDERS alike, and will provide to all BIDDERS/SERVICE PROVIDERS the same information and will not provide any such information to any particular BIDDER/ SERVICE PROVIDER which could afford an advantage to that particular BIDDER/ SERVICE PROVIDER in comparison to the other BIDDER/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/ SERVICE PROVIDER to the BUYER with the full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

COMMITMENTS OF BIDDER/SERVICE PROVIDERS

The BIDDER/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:-

3.4. The BIDDER/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.

3.5. The BIDDER/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.

3.6. The BIDDER/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/SERVICE PROVIDER is the Authorised Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such materials/services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/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.

3.7. The BIDDER/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.

3.8. The BIDDER/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.

3.9. The BIDDER/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.

3.10. The BIDDER/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/SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

4. PREVIOUS TRANSGRESSION

4.1. The BIDDER/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.

4.2. If the BIDDER/SERVICE PROVIDER makes incorrect statement on this subject, BIDDER/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/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/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/SERVICE PROVIDER. However, the proceedings with the other BIDDER/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/SERVICE PROVIDER.

iv To recover all sums already paid by the BUYER and in case of the Indian BIDDER/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing rate of non-priority loans of KERALA GRAMIN BANK (Name of the Bank/Financial Institution) while in case of a BIDDER/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/Contractor from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.

v To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SERVICE PROVIDER, in order to recover the payments already made by the BUYER, along with interest.

vi To cancel all or any other contracts with the BIDDER /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/SERVICE PROVIDER.

vii To debar the BIDDER/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.

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

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

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

xi The BIDDER/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/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/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/ 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/SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

6. FALL CLAUSE

The BIDDER/SERVICE PROVIDER undertakes that it has not provided similar 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

services was supplied by the BIDDER/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/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

7. 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/SERVICE PROVIDER and the BIDDER/SERVICE PROVIDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination

8. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law and the place of jurisdiction of the courts is Malappuram

9. 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.

10. VALIDITY

10.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later. In case BIDDER/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

11. The parties hereby sign this Integrity Pact at ..... on .....

BUYER	BIDDER
Name of the Officer	CHIEF EXECUTIVEOFFICER /AUTHORISED SIGNATORY
Designation	
Witness:	Witness:
1)	1)
2)	2)

Kerala Gramin Bank

[PART OF TECHNICAL BID] **ANNEXURE XIV**

Confidentiality/Non-Disclosure Agreement

(to be submitted in non-judicial Stamp Paper of adequate value)

SUB: RFP for providing business correspondent services on opex model using Tablets

Ref: RFP no:

WHEREAS,

we, _____, having Registered Office at _____, hereinafter referred to as the Bidder, are agreeable to provide business correspondent services on opex model using Tablet to Kerala Gramin Bank, having its Head Office at at KGB Towers, A K Road, Up Hill, Malappuram, Kerala-676505 hereinafter referred to as the BANK and,

WHEREAS, the Bidder understands that the information regarding the business correspondent services-hybrid opex model (kiosk & mobile) using Tablet shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

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

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

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

Signature with seal

Date: Name :

Designation:

[PART OF TECHNICAL BID] **ANNEXURE XV**

APPLICATION MONEY & BID SECURITY DECLARATION
(TO BE PROVIDED ON LETTER HEAD)

To:
The General Manager,
Kerala Gramin Bank,
Head Office, FI Wing,
A.K. Road,
Malappuram-676505

Sub: RFP for Business Correspondent Services on Opex Model Using Tablets

Ref RFP NO:

Dear Sir,

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

Place: (Signature of Authorized Signatory)

Date: Name:
Designation:

Seal

ANNEXURE XVI

COMMERCIAL BID UNDERTAKING LETTER

To,
The General Manager,
Kerala Gramin Bank,
Head Office, FI Wing,
A.K. Road,
Malappuram-676505

Dear Sir/Madam,

Sub: Implementation of BUSINESS CORRESPONDENT SERVICES ON OPEX MODEL USING TABLETS

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to undertake to implement the solution of RFP for business correspondent services on OPEX model using tablets and implement the solutions in accordance with the time schedule.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to prescribed amount in Purchase Order Price, placed on us, for the due performance of the Contract in the form prescribed by the Bank.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid which shall remain binding upon us.

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this…… Day of……2023.

(Signature)
(Name)
(in the capacity of)
Duly authorized to sign Bid for and on behalf of

ANNEXURE XVII **COMMERCIAL BID- Bill of Material**		
Sl. No.	**Description**	**Rate quoted in Rupees (commission for cash transaction of Rs. 100)**
1	**Cash Handling Charges:** Expressed as percentage of cash transacted through BC channel i.e., sum of cash withdrawal and cash deposit	

കേരള ഗ്രാമീൺ ബാങ്ക്
Kerala Gramin Bank

ANNEXURE XVIII

Format for Sending Pre-Bid Queries

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

കേരള ഗ്രാമീൺ ബാങ്ക്
Kerala Gramin Bank

Date: **Signature with Official seal**

ANNEXURE XIX

Authorization Letter Format

(To be presented by the authorized person at the time of Opening of Part A-Technical Proposal / Part B-Commercial Bid on the letter head of Bidder and should be signed by an Authorised Signatory with Name and Seal of the Company)

Ref No: Date:

Dear Sir/Madam,

SUB: RFP for providing business correspondent services-hybrid opex model using Tablets.

Ref: RFP No:

This has reference to your above RFP.

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

The specimen signature is attested below:

_____

Specimen Signature of Representative

_____

Signature of Authorizing Authority

_____

Name & Designation of Authorizing Authority

NOTE: This Authorization letter is to be carried in person and shall not be placed inside any of the bid covers.

ANNEXURE XX

Performa of Bank Guarantee for Contract Performance

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

To:
The General Manager,
Kerala Gramin Bank,
Head Office, FI Wing,
A.K. Road,
Malappuram-676505

WHEREAS (Name and address of M/s …….. (hereinafter referred to as "the CONTRACTOR") has undertaken to supply, transportation, transit insurance, local delivery and installation insurance up to Acceptance by the bank, Acceptance testing and also includes documentation, warranty, annual maintenance, if contracted, and training or demo of your personnel related to business correspondent services on opex model using Tablet as per their Contract dated _____with you (hereinafter referred to as "the CONTRACT")

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

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

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

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

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

may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.

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

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

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

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

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

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

Subject to the maximum limit of our liability as aforesaid, Performance Guarantee will cover all your claim or claims against the CONTRACTOR from time to time arising out of or in relation

to the Contract and in respect of which your claim in writing is lodged on us before expiry of three months from the date of expiry of Performance Guarantee.

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

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

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

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

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

Notwithstanding anything contained herein

a. Our liability under this guarantee shall not exceed Rs._____ **(**Rupees_____only)

b. This guarantee shall be valid up to _____ and ;

c. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at Malappuram on or before _____ (mention period of the guarantee as found under clause ii. above plus claim period).

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

Dated this _____ day of _____ 2023.

For and on behalf of

_____ BRANCH MANAGER SEAL ADDRESS PLACE

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

Name of the Bank: Kerala Gramin Bank

Name of the Branch : Malappuram

IFS Code: KLGB0040112