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

KGB
Kerala's own Bank
കേരളത്തിന്റെ സ്വന്തം ബാങ്ക്

Ref: RFP No. KGB/FIW/RFP/02/2023 dated 09.03.2023

REQUEST FOR PROPOSAL (RFP) For EMPANELMENT OF VENDORS FOR PROCUREMENT, INSTALLATION, COMMISSIONING AND MAINTENANCE OF

MICRO ATM Machines

AT VARIOUS BRANCHES/OFFICES OF KERALA GRAMIN BANK (KGB)

BID DETAILS IN BRIEF

Sl. No.	Description	Details
1.	RFP No.	KGB/FIW/RFP/02/2023 dated 09.03.2023
2.	Brief Description of the RFP	Request for proposal for SUPPLY, INSTALLATION AND AMC OF MICRO ATMs TO BE OPERATED AT 634 LOCATIONS OF KERALA GRAMIN BANK
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	09.03.2023
5.	Last Date of Submission of Queries for Pre Bid Meeting	16.03.2023
6.	Date of Pre Bid Meeting	17.03.2023
7.	Response to Pre-bid queries	18.03.2023
8.	Last Date of Submission of Bids	27.03.2023
9.	Date and time of Opening of Part A Technical Bid.	27.03.2023
10.	Date and time opening of Part-B Commercial Bid	Will be intimated separately
11.	Application Money	Rs.4000/-
12.	Earnest Money Deposit	Rs.250000/-
This document can be downloaded from Bank's website https://keralagbank.com/tenders		

PART 1: INVITATION TO BID

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.

Bank is looking for the deployment of biometric enabled Hand Held Devices (Micro ATMs) embedded/non-embedded as per Micro ATM Version 1.5.1 of IBA with a minimum of following capabilities/features:

i. Account enrolment- including finger print capturing, photograph capturing, demographic data capturing etc
ii. Export of enrolment data to the server either in batch mode or in STP mode, in encrypted form without retaining any record/data at the device (micro ATM) level.
iii. Connecting to the server either through SIM Cards (GSM/CDMA) or through Internet data cards or through PSTN
iv. Carrying out financial transactions like (but not limited to) Cash deposit, Cash withdrawals, Balance Enquiry, Fund Transfers and remittance transactions (inter Bank/Intra Bank) including but not limited to EBT payments
v. Online transaction with local Smart Card authentication (inbuilt slot for Smart Card)
vi. Online transaction with central online authentication (either at Bank server or at UIDAI-CIDR)
vii. Aadhaar based transaction(AEPS)
viii. STQC certified
ix. Card present and Card not present transactions
x. Provided with Magnetic Swipe Card Reader and EMV Card reader
xi. Provision for PIN based authentication
xii. Requisite certification for VISA/Master/Rupay Debit Card transactions
xiii. Inbuilt device application supporting all the above capabilities/features and device application integrated with FI Gateway/CBS Gateway

Bank will be deploying these devices in all 634 branches in 14 Districts of the state and vendor needs to provide for installation, commissioning, maintenance, repair, replacement support with well-defined uptime at all these places.

Bank has planned to procure 634 devices and extend the order for more/less number of devices depending on the requirement and performance. Bank will be procuring these devices in a phased manner as shown below:

Phase 1: 150 numbers*
Phase 2: 200 numbers
Phase 3: 284 numbers

*Phase 2 & Phase 3 purchases will be subject to successful outcome of Phase 1.

Successful bidder will be issued purchase order for number of micro ATMs as mentioned in each phase beginning with phase 1 and for subsequent phases based on requirement and performance of devices deployed in phase 1 at branches.

After technical evaluation (which will, in addition to other criteria as per specs, necessarily include successful demonstration of devices integrated with our FI gateway/s, ASP), Bank will select the vendor on **L1** basis but keeps the option open to allocate the order to multiple vendors subject to:

i. Their participation in the RFP
ii. Fulfilling of eligibility criteria of RFP
iii. Completion of POC (Proof of Concept)
iv. Their acceptance to match L1 price.

The Bank proposes to invite tenders from established organizations (hereinafter referred to as "Bidder") for empanelment to undertake supply, installation, testing, commissioning and maintenance of equipment as per details listed out in this document.

The Bidding Document may be obtained from the Bank as under or downloaded from Bank's website **www.keralagbank.com/tenders** and the bid should be submitted to the Head office at the following address:

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

- Please note that all the information desired needs to be provided. Incomplete information may lead to non-consideration of the proposal.

- All Bids must be accompanied by Application Money & Earnest Money Deposit as specified in the Bid document.

- Bank reserves the right to change the dates mentioned in this RFP document, which will be communicated to the bidders.

- The information provided by the bidders in response to this RFP document will become the property of KGB and will not be returned. KGB reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them and all such information will be communicated/displayed in the Bank's website under the link **www.keralagbank.com/tenders**

SCHEDULE OF EVENTS

Bid Document Availability	Bidding document can be downloaded from website www.keralagbank.com/tenders
Last date for requesting any clarification	Up to 05.00 PM on 16.03.2023 All communications regarding points / Queries requiring clarifications shall be given in writing to General Manager, Financial Inclusion Wing, Kerala Gramin Bank, Head Office, A.K. Road, Malappuram, KERALA 676505.
Pre - bid Meeting	**17.03.2023**
Last date for submission of bids at Kerala Gramin Bank (Address as given below)	**27.03.2023**
Date and Time of opening of Technical Bids	**27.03.2023**
Date and time of opening of Price Bids	Will be advised separately on opening date of Technical Bid.
Contact Person	Smt. Sreeletha Varma. C, Chief Manager. Mob: 9400999856 Sri. Rajesh. R, Chief Manager. Mob: 9400999991
Address for Communication and submission of bid.	The General Manager, Financial Inclusion Wing, Kerala Gramin Bank, Head Office, A. K Road, Malappuram., KERALA-676505

PART 2: DISCLAIMER

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of KERALA GRAMIN BANK (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 is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. 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. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

PART 3: INSTRUCTIONS FOR BIDDERS (IFB)

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PART 3: INSTRUCTIONS FOR BIDDERS (IFB)

A. Introduction

3.1 General

3.1.1 The Bank wishes to procure about 634 micro ATM (handheld POS) devices enabled with biometric FP (Finger Print) capturing/reading scanners as well as mag-stripe and EMV card swiping readers as per the standards & specifications of micro ATM and Standard track1-track2 based magnetic strip and EMV card reader as issued by the IBA/IDRBT/UIDAI/RBI/GOI with capacity of scanning/reading FPs/Card-details of bank customers for transmitting the FPs for storage & authentication of the said FPs/Card detail with the Bank's CBS/FI- over secured network using SIM/CDMA/Internet connectivity (network agnostic) thereby enabling basic banking services to the Bank's customers through the deployed micro ATMs at the bank branches or specific locations, utilizing BC-services of the Bank.

3.1.2 The process of capturing, encoding, encrypting of customer FPs & transmission, maintaining security, in the deployed micro ATMs should be well-integrated, seamless & as per the standard/specification of the Bank's implemented CBS/FI-Gateway Solutions and security norms of the Bank with the capacity of up gradation therein the micro ATM, as released by the Bank from time to time. Requirement for upgradation can also ensue in lieu of regulatory/ Government/UIDAI/IDRBT/IBA/NPCI guidelines, as well.

3.1.3 The micro ATM deployed should be enabled with micro printer for printing receipts of each transactions in English/vernacular language performed as per specifications of the Bank/micro ATM-standards.

3.1.4 The devices/micro ATMs deployed should be enabled with voice prompt to read out amount and type of transactions in English and Vernacular languages

3.1.5 Devices/micro ATMs should be capable of all kind of transactions listed in Part 1 of this document and loaded with requisite application to communicate/integrate through standard ISO messaging protocol with FI Gateway of the Bank

3.1.6 The above quantity is an indicative number which Bank is expected to install over the next 9 months. Bank may however place orders **for lesser or more number** depending upon its requirement and performance maintaining standard.

3.2 Broad Scope of Work

3.2.1 A Bidder should supply, install, configure, testing, commission & annual maintenance/technical-support 634 microATMs fitted with biometric scanners/Card readers & micro-printer, as per the specifications given in this RFP, including warranty, annual maintenance, required/guaranteed uptime, handholding, etc.

3.2.2 Bidder has to provide adequate training and operational guidelines to designated Bank personnel including the personnel of the Bank, wherever and whenever required by the Bank.

3.2.3 Accessories required, if any, during installation, operationalization, testing, commissioning of the supplied equipment, will be arranged by the Bidder.

3.2.4 The Bidder will be required to provide Warranty for 3 years and AMC for additional 2 years (Total period of 5 years) and should maintain an Uptime of 99.9% on monthly basis for the entire proposed micro ATMs.

3.2.5 As per business needs, Bank may shift the micro-ATMs from one location to another during the contract period. The Bidder shall be responsible for Reinstalling / Commissioning of the micro-ATMs at no extra cost.

3.2.6 Bidder has to arrange for necessary upgrades in device and device level application, mandated by regulatory requirements and business requirements of the Bank, without any additional charge to the Bank during the warranty period.

3.3 Consortium

3.3.1 If the Bidder is not a manufacturer, he should provide documentary evidence (e.g. Manufacturers' Authorization Form) for having tied up with the main participating agencies.

3.3.2 The Bidder will be one point contact to provide the microATMs to the Bank. The selected Bidder will provide the Bank the microATMs along with warranty, maintenance, required/guaranteed uptime, etc. The Bidder should also provide to the Bank, details of the consortium and its members.

3.4 Eligibility Criteria

a) The Bidder should have yearly sales turnover of not less than Rs.10 Crores during last financial year (2021-22).

b) The bidder must be registering profits or having positive net worth for last three years (2019-20, 2020-21, 2021-22).

c) The Bidder should have a permanent office in India.

d) The Bidder should have a minimum 3 Years of Business Experience of supply & maintenance of micro ATM enabled with Secured Biometric Scanner/readers enabled with mag-stripe and chip Card readers in India.

e) The bidder should have supplied such Micro ATMs in at least 3 Scheduled Commercial Banks/RRBs/Financial Institutions in India during last 3 years. Certificate of such experience from related Bank/FIs to be furnished.

A summary of this must be enclosed with the Bid, giving the following details:

- Name of the Client
- Number of branches
- Nature of the Project
- Scope of the Project
- Project Deliverables
- Hardware environments of the Project • Date of award of Contract
- Date of commencement of the Project
- Date of successful commissioning of the Project (Pilot / Live)
- Whether the Project has been vetted / audited by any independent Agency/ Institutional Consultants of Repute, and if so, Outcome thereof.
- Name of the person who can be referred to from Clients' side, with Name, Designation, Postal Address, Contact Phone and Fax numbers, E-Mail IDs, etc. (attach copies of purchase orders)

f) Letter from 3 Scheduled Commercial Banks/RRBs/FIs/organizations where the projects have been implemented, confirming that microATMs with biometric based authentication and pin-based authentication through mag/EMV swipe Card readers attached to microATMs has been installed in their organization and are working satisfactorily.

g) The microATMs offered/supplied by the Bidder should be compatible & integrable with the existing CBS/Financial Inclusion (FI)-Gateway of the Bank. **For the same, Bidder to exhibit a POC in live environment of the Bank**, while technical evaluation of bid /before selection.

h) Before beginning the process of placing orders to the successful bidders, Bank will ask for successful testing/live-POC of the offered microATMs at the Bank's CBS/FI-Gateway located at any 2 field locations which may be decided mutually by the Bank, its engaged BC-agents and the successful bidders.

i) The bidder should have branch/ service centers all over India. List of branch / service center / franchises with full details of Name, Address / Telephone No should be attached.

j) The bidder should have exclusive support infrastructure for timely maintenance of secured biometric scanners/readers and mag-stripe and chip Card-readers installed in the deployed microATMs in all Urban/Semi-urban and RURAL centers in the area of operation of bank in Kerala. The bidder should have their own support offices or residential authorized engineers in at least 10 such centers in the area of operation of bank covering our Regional Offices and Head office, capable of providing services and support in time to all such centers.

k) The bidder should be able to provide efficient and effective support in time at all centers, so as to meet 24x7 SERVICE SUPPORT with maximum one working day response time – A COMMITMENT TO THIS EFFECT SHOULD BE FURNISHED.

l) Financial statements i.e. Audited Balance sheet and Profit & Loss accounts for last three years (2019-20, 2020-21and 2021-22) will have to be submitted.

(**Above Details are MANDATORY and to be included in technical bid. Without the above details, the Bid is liable to be rejected**)

m) The Bank also reserves the right to inspect such installation/s & sites while evaluating the Bid. The vendor should bear all the expenses in this regard.

3.5 Cost of Bidding

3.5.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

B. The Bidding Documents

3.6 Content of Bidding Documents

3.9.1 The products required, Bidding procedures, and contract terms are prescribed in the Bidding Documents. The Bidding Documents include:

(a) PART 1 - Invitation to Bid (ITB)
(b) PART 2 - Disclaimer
(c) PART 3 - Instruction for Bidders (IFB)
(d) PART 4 - Terms and Conditions of Contract (TCC)
(e) PART 5 - Technical & Functional Specifications (TFS)
(f) PART 6 - Bid Forms, Price Schedules and other formats (BF)
(g) PART 7 - Other Terms and Conditions. (OTC)

3.9.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document

in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

3.7 Clarification of Bidding Documents

3.7.1 Clarification of the Bidding Document to be completed during the **pre-bid meeting** as scheduled in this RFP and the relevant clarifications, if any will be put up on Bank's website under Tenders section.

3.7.2 Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be put up on Bank's Website.

3.8 Amendment of Bidding Documents

3.8.1 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.

3.8.2 Notification of amendments will be put up on the Bank's Website and will be binding on all Bidders.

3.8.3 In order to allow prospective Bidders reasonable time 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.

C. PREPARATION OF BID

3.9 Language of Bid

3.9.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be written in English.

3.10 Format and Signing of Bid

3.10.1 Each bid shall be in two parts:

Part I- Technical Proposal.

Part II- Commercial proposal.

The two parts should be in two separate covers, each super-scribed with the **name of the Project as well as "Technical Proposal" and "Commercial Proposal"** as the case may be.

3.10.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.

3.10.3 Any inter-lineation's, erasures or overwriting shall be valid **only** if they are initialed by the person signing the Bids. The Bank reserves the right to reject bids not confirming to above

3.11 Documents Comprising the Bid

3.13.1 **Documents comprising the Technical Bid Envelope**, should contain the following:

a) Organizational Profile as per format 6.10.
b) Conformity to Eligibility Criteria in accordance with clause 3.4 as per format 6.16.
c) Bid Form as per Format 6.1.1 and duly signed by the Bidder.
d) Documentary evidence establishing that the products, systems and ancillary services to be supplied by the Bidder are eligible products and services and conform to Part 5 of the Bidding Document.

e) Non-Disclosure Agreement as per Format 6.2.

f) Bid Security deposit* of Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand Only) as specified in Clause 3.17.

***EMD waived as per MSME norms of Govt. of India.**

g) Manufacturer's / Producers' authorization form as per format 6.8 wherever applicable.

h) Service Support Details form as per Format 6.11.

i) Bidders undertaking for support services as per format 6.14 that adequate specialized expertise are available to ensure the fault free operation of the proposed solution and maintenance during the warranty and support period.

j) Bidders undertaking for consortium support services as per format 6.15.

k) A Complete Bill of Material with Part Nos., Quantity, Make, Model, version etc. as per format 6.13. Please note that no price should be mentioned in this Format.

l) A full description of the Technical Solution and its compliance which must provide an acceptable solution as described in PART 5 Technical & Functional Specifications in the form of literature, drawing and data.

m) An item by item commentary on Technical and Functional Specification.

n) Details of Projects Handled / Referral Letters as per Clause 3.4.

o) Additionally a **Masked price bid should be kept with the Technical bid** i.e. Bill of Materials as per format 6.13, listing the components as listed in the Masked Price Schedule **without indicating the price** in another separate closed / sealed cover. **Please note that no price should be mentioned in this format.**

While submitting the Bid, literature on the hardware if any, should be segregated and kept together in one section/lot. The other papers like Bid Security, Forms as mentioned above, etc. should form the main section and should be submitted in one lot, separate from the section containing literature and annual accounts.

3.13.2 **Documents comprising Commercial Bid Envelope, should be:**

A Full Price Schedule of the Solution indicating all the components of the solution and services (Format 6.3) and format 6.13 **with the prices**, in one separate closed sealed cover.

a) The Bid as per Format 6.1.2 as furnished in the Bidding Documents duly signed by the Bidder and completed.

b) Price bids containing any deviations or similar clauses will be summarily rejected.

3.12 Bid Submission

The Bidder shall complete both the Envelopes of the Bid Form furnished in the Bidding Document separately, indicating the products to be supplied, a brief description of the products, their country of origin, quantity and prices and submit them simultaneously to the Bank. Bids are liable to be rejected if only one (i.e. Technical Bid or Price Bid) is received. Proof of credit total of Rs 2,54,000/- in the form of DD/Bankers Cheque is to be submitted.

(i) For DD/Bankers Cheque bid security deposit* of Rs 2,50,000/- and Nonrefundable Tender Fee of Rs 4000/-(GST included) in favour of Kerala Gramin Bank, document evidence must be submitted in Technical Bid Cover.

***EMD waived as per MSME norms of Govt. of India.**

3.13 Bid Prices

3.13.1 The prices indicated in the Price Schedule shall be entered in the following manner:

a) The total price quoted must be **inclusive** of cost of providing services for configuration, installation, testing and commissioning of microATMs Solution and warranty, all applicable taxes, duties, levies, charges etc., as also cost of incidental services **such as** transportation, insurance, training etc., but **exclusive** of GST payable.

b) The cost of Annual Maintenance service, for a period as mentioned in Clause 7.12 on yearly basis after the expiry of warranty period.

c) Prices quoted as above shall be valid for a minimum period of 180 days from last date for submission of the tender.

The Vendor cannot quote for the project in part.

3.13.2 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

3.13.3 However, during the contract period if the market price of product / services has been on the lower side, Bank will request the vendor for revise the rates with mutual consent.

3.14 Bid Currencies

3.14.1 Bids are to be quoted in **Indian Rupees** only.

3.15 Documents Establishing Bidder's Eligibility and Qualifications

3.15.1 The Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the Contract, if its Bid is accepted.

3.15.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Bank's satisfaction:

a) that, in the case of a Bidder offering to supply products and/or Systems under the Contract which the Bidder did not produce, the Bidder has been duly authorized as per authorization format 6.8 given in the Bid, by the products' Producer to supply the products and/or Systems in India;

b) In the above case, the bidder must also have a back to back agreement with the hardware vendor, which should include amongst other things, the readiness of the vendor **to provide required uptime, agreement to provide the necessary support for at least 5 years including 3 year warranty, readiness to enter into an escrow agreement with bank, etc.** Documentary proof (copy of agreement) to be made available in the technical bid.

c) that the Bidder has the technical and production capability necessary to perform the Contract as per format 6.10 (Organization Profile);

d) *that adequate, specialized hardware and related software expertise are already available to ensure that the support services are responsive and the Bidder will assume total responsibility for the fault-free operation of the solution proposed and maintenance during the warranty period and provide necessary maintenance services after end of warranty period, for a period mentioned in Clause 7.7.*

3.16. Documents Establishing Eligibility of Products and Conformity to Bidding Documents

3.16.1 The Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding Documents of all products and/or System and/or services which the Bidder proposes to supply under the Contract.

3.16.2 The documentary evidence of the eligibility of the products and/or System and/or services shall consist of a statement (attached to the Price Schedule) of the country of origin of the products and/or System and/or services offered, which shall be confirmed by a certificate of origin issued at the time of shipment.

3.16.3 The documentary evidence of conformity of the products and/or System and/or services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

a) a detailed description of the essential technical and performance characteristics of the products and/or Systems as mentioned in Format 6.3 (Price Schedule);

b) an item-by-item commentary on the Technical & Functional Specifications given in the Bid, demonstrating substantial responsiveness of the products and/or System and/or services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical & Functional Specifications; and

c) a confirmation that, if the Bidder offers systems and/or other software produced by another company, such software operates efficiently on the system proposed by the Bidder; and the Bidder is willing to accept responsibility for its successful operation.

3.17. Bid Security

3.17.1 The Bidder shall furnish, as part of its Bid, a Bid security in Clause 3.11.1 (f).

3.17.2 The Bid security is required to protect the Bank against the risk of Bidder's conduct, which would warrant the security's forfeiture.

3.17.3 The Bid security shall be denominated in Indian Rupees and shall be in <u>one</u> of the following forms:

a) a bank guarantee issued by a Scheduled Commercial Bank in India (other than KERALA GRAMIN BANK), acceptable to the Bank, in the form as per format 6.4 provided in the Bid, including limitation clause , valid for forty-five (45) days beyond the validity of the Bid

OR

b) a Banker's Cheque/Demand Draft, issued by a nationalized/public sector bank in India (other than KERALA GRAMIN BANK), drawn in favour of **"KERALA GRAMIN BANK "** and valid for Three months.

3.17.4 Any Bid not secured, as above, will be rejected by the Bank, as non-responsive.

3.17.5 Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than sixty (60) days after the expiration of the period of Bid validity (i.e. not later than prescribed by the Bank).

3.17.6 The successful Bidder's Bid security will be discharged upon the Bidder signing the Contract and furnishing the performance security as per format 6.6

3.17.7 The Bid security may be forfeited:

a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or

b) if a Bidder makes any statement or encloses any form which turns out to be False/incorrect at any time prior to signing of Contract; or

c) in the case of a successful Bidder, if the Bidder fails;

(i) to sign the Contract;

OR

(ii) to furnish Performance Security as mentioned in Clause 3.34 herein.

3.18 Period of Validity of Bids

3.18.1 Bids shall remain valid for a period mentioned in Clause 7.2, from the date of opening of the Bid. A Bid valid for a shorter period shall be rejected by the Bank as nonresponsive.

3.18.2 In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security.

3.19. Sealing and Marking of Bids

3.19.1 The Bidders shall seal the envelopes containing "**Technical Bid**" and "**Commercial Bid**" separately and the two envelopes shall be **enclosed and sealed in an outer envelope**.

3.19.2 The inner and outer envelopes shall:

a) be addressed to the Bank at the address given; and

b) bear the Project Name "Procurement, commissioning and installation of micro ATM/handheld biometric POS devices for EBT payments enablement in KGB" and a statement: **"DO NOT OPEN BEFORE (mention respective bid opening dates)".**

c) All envelopes should indicate on the cover the name and address of the Bidder.

3.19.3 If the outer envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or premature opening.

3.20. Deadline for Submission of Bids

3.20.1 Bids must be received by the Bank at the address specified, no later than the date & time specified in the Invitation to Bid.

3.20.2 The Bank may, at its discretion, extend this deadline for the submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders, previously subject to the deadline, will thereafter be subject to the deadline as extended.

3.21. Late Bids

3.21.1 Any Bid received by the Bank after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

3.22. Modification and Withdrawal of Bids

3.22.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.

3.22.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of Bids.

3.22.3 No Bid may be modified after the deadline for submission of Bids.

3.22.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security.

E. Opening and Evaluation of Bids

3.23 Opening of Bids by the Bank

3.23.1 The Bidders' names, Bid modifications or withdrawals and the presence or absence of requisite Bid Security and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the Bid opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.

3.23.2 Bids (and modifications sent) that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

3.24. Clarification of Bids

3.24.1 During evaluation of the Bids, the Bank, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered, or permitted.

3.25 Preliminary Examination

3.25.1 The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.

3.25.2 The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.

3.25.3 The Bank will first examine whether the Bid and the Bidder is eligible in terms of Clause 3.4

3.25.4 Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security, Applicable Law, Performance Security, Qualification Criteria, Insurance, Warranty, AMC and Force Majeure will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Bank reserves the right to evaluate the bids on technical & functional parameters including possible visit to inspect live site/s of the Vendor and witness demos of the system and verify functionalities, response times etc.

3.25.5 If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity. The technical evaluation will take into account the capability of the bidder to implement the proposed solution.

3.25.6 Only those bidders whose Technical bids have been found substantially responsive would be intimated by the Bank about their responsiveness and about the revised/updated Technical & Functional Specification (if any) arising out of normalization (if any). In case of normalization and/or revision, they would also be advised to submit fresh "Commercial Bid" which should either be equal to or less than the Prices quoted in the Original Commercial Bid. The Original and revised Commercial Bid as above would then be opened in the presence of the bidders' representatives on a specified date and time to be intimated to the respective

bidders. The lower of the two prices quoted by the bidders shall only be reckoned for the purpose of price evaluation.

3.26 Technical Evaluation

3.26.1 Only those Bidders and Bids who have been found to be in the conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.

3.26.2 The Bank may use the services of external consultants for technical evaluation.

3.26.3 The Bank reserves the right to evaluate the bids on technical & functional parameters including visit to inspect live site/s of the bidder and witness live demos/POC of the system and verify functionalities, response times, etc.

3.26.4 Bank will evaluate the technical and functional specifications of all the equipment & system quoted by the Bidder.

3.26.5 Bank reserves the right to waive any of the Technical and Functional Specification during technical evaluation if in the Bank's Opinion it is found to be minor/deviation or acceptable deviation**.**

3.26.6 Bill of Materials (with Masked Price Schedule) submitted along with Technical Bid will be first evaluated and if the Bank, during the evaluation, deems it fit, may request bidder to revise the bill of materials submitted originally quoted in the pricing schedule. If the bidder does not agree to revise the same within 5 days from the date of notification to revise the Commercial Bid submitted will be considered non-responsive and accordingly rejected.

3.26.7 During evaluation of the Bids, the Bank, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered or permitted.

3.27 Opening of Commercial Bid

3.27.1 Only those bids which are found to be technically responsive will be informed of the date / time / Venue of opening of commercial bids.

3.27.2 The Technical Bids will be evaluated as per eligibility criteria. Thereafter the Bank reserves the right of selection of Vendor by Opening of Commercial Bids of vendors (who are found eligible after evaluation of Technical Bids).

3.27.3 After opening of commercial bids and declaring the prices, the Bank will evaluate and compare the Commercial bids.

3.27.4 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Successful Bidder does not accept the correction of the errors, its Bid will be rejected, and its Bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

3.27.5 ***L1 will be decided on the basis of net total of the price evaluation / normalisation as quoted in the Price Schedule format 6.3.***

3.27.6 The Bank's evaluation of a Commercial Bid will take into account, in addition to the Bid price quoted, one or more of the following factors:

a) Deviations in payment schedule & Delivery Schedule from that specified;
b) Deviation in prices quoted;
c) Other specific criteria indicated in the Bid and/or in the Technical & Functional Specifications & Price schedule.

3.27.7 For factors retained in the Bid, one or more of the following quantification methods will be applied:

(a) **Payment schedule.**

The TCC Clause 4.18 stipulates the payment schedule offered by the Bank.

(b) **Delivery Schedule:**

The products and/or Systems and/or Services covered under this bid are to be supplied, installed and commissioned within the period mentioned in 7.13. No credit will be given to early deliveries. For delayed deliveries an adjustment of 0.5% of the Bid price per week or part thereof will be added to the price bid for evaluation of Bids.

(c) **Quotation of Prices for all Items.**

The Bidder should quote for complete consignment of items proposed/listed in this Bid. In case, prices are not quoted by any Bidder for any specific item / Product / service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that product /service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other or Bidders (whose Commercial Bids are also opened) for that product /service will be reckoned. This shall be binding on all the Bidders. However, the Bank reserves the right to reject all such incomplete bids.

3.28 Contacting the Bank

3.28.1 No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time the Contract is awarded.

3.28.2 Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

F. Award of Contract

3.29. Post-qualification / Identification of L1

3.29.1 All the Commercial bids after their evaluation on the parameters mentioned above would be arranged in ascending order and the L1 Bidder would be identified as one whose bid has been evaluated to be the lowest.

3.30. Bank's Right To Accept Any Bid and To Reject Any Or All Bids.

3.29.1 The Bank reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

3.29.2 After identification of L1 Bidder, Bank will follow the internal procedure for necessary approvals and thereafter proceed with notification of award to L1.

3.31. Award Criteria

3.31.1 The Bank will award the Contract to the successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be responsive, and is the lowest evaluated Bid.

3.32 Notification of Award

3.32.1 Prior to expiration of the period of Bid validity, the Bank will notify the successful Bidder in writing or by mail, that its Bid has been accepted.

3.32.2 The notification of award will constitute the formation of the Contract.

3.32.3 Upon the successful Bidder's furnishing of Performance Security, the Bank will promptly notify each unsuccessful Bidder and will discharge its Bid security.

3.33. Signing of Contract

3.33.1 At the time when the Bank notifies the successful Bidder that its Bid has been accepted, the Bank will send the Bidder the Contract Form as per format 6.5, incorporating all agreements between the parties.

3.33.2 Within the period prescribed in clause 7.4, from the date of receipt of the Form of contract, the successful Bidder shall sign and date the Contract and return it to the Bank.

3.34. Performance Security

3.34.1 Performance Security in the required format to be submitted by the successful bidder as per Clause 4.6

3.34.2 Failure of the successful Bidder to comply with the requirement of Clause 3.33.1 or Clause 3.33.2 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security, in which event the Bank may make the award to the next highest evaluated Bidder or call for new Bids.

Note: Not withstanding anything said above, the Bank reserves the right to reject / award the contract to any vendor or cancel the entire process without assigning reasons thereto.

PART 4 : TERMS AND CONDITIONS OF CONTRACT (TCC)

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PART4: TERMS AND CONDITIONS OF CONTRACT (TCC)

4.1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

4.1.1 **"Solution**" means **micro ATM**s with biometric FP*-scanner/reader attached with magstrip and EMV Card-reader with necessary hardware, software, servers, PCs and middleware, warranty, annual maintenance etc. meeting the standards specified by IBA/IDRBT/UIDAI/RBI/GOI etc. as proposed by the Supplier, all seamlessly integrated to work together on the CBS/Banks FI-Gateway over secured network in transmitting the FPs for storage in Bank's FI-Gateway and authentication therein (both biometric and pin based) in providing basic banking services to customers of the Bank as per specifications of the Bank to meet the Technical and Functional requirements of the Bank indicated in Part 5 of this document. ***FP-Finger Print. FI-Gateway = Financial Inclusion Solution Gateway.**

4.1.2 **"Supplier"** is the **successful Bidder** who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the highest evaluated Bid.

4.1.3 "**The Contract**" means the agreement entered into between the Bank and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

4.1.4 "**The Contract Price**" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;

4.1.5 "**The Product**" means micro ATM with biometric scanner/reader fitted and attached with mag-stripe swiping Card-Reader with the requisite hardware software and/or other materials which the Supplier is required to supply to the Bank under the Contract;

4.1.6 "**The Services**" means those services ancillary to the supply of the Products, such as transportation and insurance, configuration, installation, testing, commissioning, customization, provision of technical assistance, training/handholding, Maintenance and Helpdesk-Support for 24x7 Hrs to Bank/BC-agents of Bank and other such obligations of the Supplier covered under the Contract;

4.1.7 "TCC" means the Terms and Conditions of Contract contained in this section;

4.1.8 "The Project Site" means the locations where these microATMs have to be installed and commissioned as per Bank's requirements.

4.1.9 In case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any Clause / Provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Bidder.

4.2 Country of Origin

4.2.1 All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.

4.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or manufactured or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

4.3 Standards

4.3.1 *The Products and/or System supplied under this Contract shall conform to the Industry standards and those mentioned in the TFS, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the country of origin of products. Such standards shall be the latest issued by the institution concerned.*

4.4 Use of Contract Documents and Information

4.4.1 The Supplier shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.4.2 The Supplier shall not, without the Bank's prior written consent, make use of any document or information enumerated in this Bidding Document except for purposes of performing the Contract.

4.4.3 *Any document, other than the Contract itself, enumerated in this Bidding Document shall remain the property of the Bank and shall be returned (all copies) to the Bank on completion of the Supplier's performance under the Contract, if so required by the Bank.*

4.4.4 The Bidder shall sign a **Non-disclosure Agreement** as per Format 6.2.

4.5 Patent Rights / Intellectual Property rights

4.5.1 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees, etc. The Bank will give notice to the Supplier of such claim, if it is made, without delay. The ***Supplier*** shall indemnify the Bank against all third-party claims of infringement of patent, trademark, intellectual property, copyrights or industrial design rights arising from use of the Products or any part thereof, etc.

4.6 Performance Security

4.6.1 Within the period prescribed under Clause 7.3 from date of receipt of the purchase order, the Supplier shall furnish to the Bank, the Performance Security for an amount as per Clause 7.6 valid up to the period specified in clause 7.5.

4.6.2 The proceeds of the performance security shall be payable to the Bank as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

4.6.3 The Performance Security shall be denominated in Indian Rupees and shall be by way of a bank guarantee issued by a nationalized / public sector bank in India (other than KERALA GRAMIN BANK), acceptable to the Bank, in the Format 6.6 provided in the Bid including limitation clause.

4.6.4 The performance security will be discharged by the Bank and returned to the Supplier not later than the period specified in clause 7.11, following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations under the contract and following receipt of a performance guarantee for the annual maintenance equal to an amount specified in clause 7.14.

4.6.5 In the event of any contract amendment, the Supplier shall, within the period mentioned in clause 7.3 after receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period specified in clause 7.3. In the event of any correction of defects or replacement of defective software/products/equipment/system during the warranty period, the warranty for the corrected / replaced software/products/ equipment/system shall be extended to a further period specified in clause 7.7. The performance guarantee for a proportionate value shall be extended by the period mentioned in clause 7.10, over and above the extended warranty period.

4.7 Inspection and Quality Control Tests

4.7.1 The Bank reserves the right to carry out pre-shipment inspection by a team of Bank Officials, of any of the existing live installations of the Supplier referred to in the Technical Bid or demand a demonstration of the solution proposed on a representative model in the bidder's office.

4.7.2 The Bank's right to inspect, test and, where necessary, reject the Products after the Products' arrival at the destination shall in no way be limited or waived by reason of the Products having previously been inspected, tested, and passed by the Bank or its representative prior to the Products' shipment from the place of origin.

4.7.3 Nothing stated hereinabove shall in any way release the Supplier from any warranty or other obligations under this Contract.

4.7.4 Manuals

4.7.4.1 Before the products/system is/are taken over by the Bank, the Supplier shall supply technical/systems manuals for all hardware & software supplied and for all interfaces including biometric scanner, mag-stripe and emv card-reader, CHI, SFMS, CBS etc. Operation and maintenance manuals for all systems and

applications systems covering at least the operations needed to start, run, the system during operational day, close, restore, archive, recover from failures, and transfer to fallback system/site including business continuity plan to be provided by the vendor. User manuals for all Bank Branches, for all modules to be provided for by the vendor. The manuals shall be in English.

4.7.4.2 *Unless and otherwise agreed, the products and equipment shall not be considered to be completed for the purpose of taking over, until such manuals have been supplied to the Bank.*

4.7.4.3 The Supplier shall provide one set of Design Manual, System Manual, User Manual and Security Manual for the Hardware, Application Software including documentary proof of certification of standards & materials with full warranty of the offered/deployed microATMs enabled with biometric-FP scanners/readers used and attached with magstripe /EMVswiping Card-Reader, etc. The Supplier shall also provide one Soft copy of each of the Manuals.

4.7.4.4 Soft and Hard copy User manuals shall be provided, commensurate with number of installations of Products in the Bank.

4.7.4.5 Documentation should be comprehensive & include:

1. Product Literature.
2. Operating manuals.
3. General Specifications.
4. Certificate of confirming Standards issued by IBA/IDRBT/UIDAI/RBI/GOI etc. Operator Reference manuals for each operator task.
5. Messages manuals.
6. Documentation on troubleshooting, Help-Desk support 24x7

4.8 For the System & Other Software, the following will apply:

The Supplier shall provide complete and legal documentation of subsystems, **licensed operating systems, licensed system software, licensed utility software and other licensed softwares**. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The Supplier shall also indemnify the Bank against any levies/penalties on account of any default in this regard. In case the primary vendor is coming with a software which is not his propriety software, then the primary vendor must submit evidence in the form of agreement he has entered into with the software vendor, which includes support from the software vendor for the proposed software for the full period required by the Bank.

4.9 Acceptance Tests and Certificates:

4.9.1 The Acceptance criteria for the micro ATM enabled with biometric scanner/reader and attached with mag-strip swiping card-readers for enablement of Electronic Benefit Transfer (EBT) Payments on biometric authentication through Aadhar/Non-Aadhar based including PIN-based authentication using magstripe Debit/Credit cards through mag-strip-swipe card-reader attached to micro ATM devices as given under item 7.16, 7.17 and 7.18. The micro ATM with biometric scanner/reader and mag-stripe card reader be of latest standards as per norms of IBA/IDRBT/UIDAI/RBI/GOI, etc. Moreover, any additional/clarification/upgradation in the standards of micro ATM and its attachments as issued from time to time has

to be implemented & upgraded in existing deployed/offered micro ATM by the bidder in the Bank during the period of contract.

4.9.2 On successful completion of the acceptance tests, UATs done by bank/ branches, receipt of deliverables, etc., and after the solution runs successfully after going live and Bank is satisfied with the working of the solution/system, the acceptance certificate in Format 6.9, signed by the Supplier and the representative of the Bank will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the system/solution proposed.

4.10 Packing of Products

4.10.1 The Supplier shall provide such packing of the Products as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Size and weights of packing case shall take into consideration, where appropriate, the remoteness of the Products' final destination and the absence of heavy handling facilities at all points in transit.

4.10.2 Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:

(i) Project;
(ii) Contract No.;
(iii) Country of Origin of Products;
(iv) Supplier's Name;
(v) Packing List Reference number.

4.11 Delivery and Documents

4.11.1 Delivery of the products/software shall be made by the Supplier in accordance with the system approved/ordered. The details of documents to be furnished by the Supplier are specified hereunder:

i. 3 copies of Supplier's invoice showing contract number, products description, quantity, unit price and total amount;
ii. Delivery note or acknowledgement of receipt of products from the Consignee or in case of products from abroad, original and two copies of the negotiable, clean Airway Bill;
iii. 2 Copies of packing list identifying contents of each package;
iv. Insurance certificate;
v. Manufacturer's / Supplier's warranty certificate;
vi. Inspection certificate issued by the nominated inspection agency, if any, and the Supplier's factory inspection report and Quality Control Test Certificates,
vii. Certificate of origin.

The above documents shall be received by the Bank before arrival of products (except where it is handed over to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

4.12 Insurance

4.12.1 The insurance shall be in an amount equal to 110 percent of the value of the Products from "Warehouse to final destination" on "All Risks" basis including War Risks and Strikes, valid for a period not less than 3 months after installation and commissioning and issue of acceptance certificate by the Bank.

4.12.2 Should any loss or damage occur, the Supplier shall

a) initiate and pursue claim till settlement, and,

b) promptly make arrangements for repair and/or replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

4.13. Transportation

4.13.1 Where the Supplier is required under the Contract to transport the Products to a specified place of destination within India, defined as the Project Site, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

4.14. Incidental Services

4.14.1 The incidental services to be provided are as under:

(a) Furnishing manuals for each appropriate unit of the supplied Products, as mentioned under Clauses 4.7, 4.8 and 4.39 of TCC;

(b) Maintenance and software updates of the supplied Products, technical support thereof for a period as specified in the Clause 7.13, after expiry of the warranty, provided, that this service shall not relieve the Supplier of any Warranty obligations under this Contract.

4.15. Warranty

4.15.1 The Supplier warrants that the products supplied under the Contract are of the most recent version and that they incorporate all recent improvements in design and / or features. The Supplier further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Supplier that may develop under normal use of the supplied products in the conditions prevailing in India

4.15.2 The minimum warranty period shall be the period as per Clause 7.7. The Supplier shall, in addition, comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall make such changes, modifications and / or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.

4.15.3 The Bank shall promptly notify the Supplier in writing of any claims arising under this warranty.

4.15.4 Upon receipt of such notice the Supplier shall with all reasonable speed, repair or replace the defective products or part thereof without cost to the Bank.

4.15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in Clause 7.9, the Bank may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights, which the Bank may have against the supplier under the Contract.

4.15.6 During Warranty Period, Supplier guarantees an Uptime of 99.9 % on quarterly basis for the entire/core solution proposed, with a MTBF of 90 days. Accordingly it is expected that necessary spares are available for all critical components whether

software or hardware. Please refer to Clause 7.17 for details of uptime required by the Bank.

4.15.7 Warranty for Hardware / System Software / off-the-shelf Software will be provided to the Bank as per the general conditions of sale of such software.

4.16 Maintenance Service:

4.16.1 The Supplier shall provide free maintenance services during the period of warranty. After warranty period, the Supplier will do annual maintenance of the entire system, for a period specified in clause 7.12. Professionally qualified personnel who have expertise in the hardware and system software supplied by the vendor will provide these services.

4.16.2 During maintenance period also, the Supplier guarantees on quarterly basis an uptime of 99.9% of the entire solution proposed with a MTBF of 90 days. Accordingly it is expected that necessary redundancy is built into the proposed solution for all critical components whether software or hardware. Please refer to 7.17 for details of the uptime required by the bank.

4.16.3 The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Supplier's maintenance engineers to report to the installations after a request call / fax /e-mail is made or letter is written) shall not exceed 2 (two) hours.

4.16.4 The supplier shall repair or replace worn out or defective part including all plastic parts of the equipment and all consumables at no extra cost to the Bank.

4.16.5 The Supplier shall ensure that faults and failures intimated by Bank as above are set right within 4 hours of being informed of the same.

4.17 Training:

4.17.1 For each Application/Operating System/database/middleware and third party utilities installed, the Supplier is required to train the designated Bank's technical and end-user personnel to enable them to effectively operate and perform administration of the total system. Training shall be conducted on the dates mutually agreed upon and within two months from the date of Commissioning of the system.

4.18. Payment

4.18.1 Payment shall be made in Indian Rupees, as per Clause 7.15 for delivering, installing and commissioning the Solution.

4.18.2 The annual maintenance cost (after warranty period) shall be paid at the end of each Half-year after the date of completion of warranty period, subject to satisfactory services rendered, till that date.

4.18.3 Payment against Bank Guarantees:

i. For all the payments to be made against bank guarantees, the bank guarantees shall be issued by a nationalized / public sector bank in India (other than KERALA GRAMIN BANK), acceptable to the Bank as per Format 6.7 including limitation clause.

ii. Bank guarantees for advance payment shall be released not later than 30 days after the date of completion of installation / commissioning of the products/system at their final destination.

4.19 Prices

4.19.1 Prices payable to the Supplier as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.

4.19.2 The Bidder will pass on to the Bank, the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

4.20 Change Orders

4.20.1 The Bank may, at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:
a. Method of shipment or packing;
b. Place of delivery;
c. Technical and functional specifications
d. Services to be provided by the Supplier.

4.20.2 If any such change causes an increase or decrease in the cost of, or the time required for the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of Supplier's receipt of Bank's change order.

4.21 Contract Amendments

4.21.1 No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

4.22 Assignment

4.22.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Bank's prior written consent.

4.23 Delays in the Supplier's Performance

4.23.1 Delivery of the Products and performance of Services shall be made by the ***Supplier*** in accordance with the time schedule prescribed by the Bank in Clause 7.13.

4.23.2 If at any time during performance of the Contract, the ***Supplier*** or its subcontractor(s) should encounter conditions impeding timely delivery of the Products and performance of Services, the ***Supplier*** shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the ***Supplier***'s notice, the Bank shall evaluate the situation and may, at its discretion, extend the ***Supplier***s' time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.

4.23.3 Except as provided in the above clause, a delay by the ***Supplier*** in the performance of its delivery obligations shall render the ***Supplier*** liable to the imposition of

liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

4.24 Liquidated Damages

4.24.1 If the ***Supplier*** fails to deliver any or all of the Products or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1 percent per week or part thereof of contract price subject to maximum deduction of 10% of the delivered price of the delayed Products or unperformed services for each week or part thereof of delay, until actual delivery or performance. Once the maximum deduction is reached, the Bank may consider termination of the Contract.

4.25 Termination for Default

4.25.1 The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the ***Supplier***, may terminate the Contract in whole or in part:

(a) if the ***Supplier*** fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;

OR

(b) if the ***Supplier*** fails to perform any other obligation(s) under the Contract.

4.25.2 In the event the Bank terminates the Contract in whole or in part, it may procure, up on such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the ***Supplier*** shall be liable to the Bank for any excess costs for such similar Products or Services. However, the ***Supplier*** shall continue performance of the Contract to the extent not terminated.

4.26 Force Majeure

4.26.1 Notwithstanding the provisions of TCC, the ***Supplier*** shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

4.26.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the ***Supplier*** and not involving the ***Supplier***’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

4.26.3 If a Force Majeure situation arises, the ***Supplier*** shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the ***Supplier*** shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

4.27 Termination for Insolvency

4.27.1 The Bank may, at any time, terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.

4.28 Termination for Convenience

4.28.1 The Bank, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

4.29 Resolution of Disputes

4.29.1 The Bank and the Supplier shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

4.29.2 If, the Bank and the Supplier have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.

4.29.3 The dispute resolution mechanism to be applied shall be as follows:

(a) In case of Dispute or difference arising between the Bank and the Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by mutual discussion between the Purchaser and the Supplier.

(b) Arbitration proceedings shall be held at Malappuram, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and,

(d) Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties.

4.30 Governing Language

4.30.1 The governing language shall be English.

4.31 Applicable Law

4.31.1 The Contract shall be interpreted in accordance with the laws of the Union of India and the Bidder shall agree to submit to the courts under whose exclusive jurisdiction the Registered Office of the Bank falls.

4.32 Addresses for Notices

4.33.1 The following shall be the address of the Bank and Supplier.

Bank's address for notice purposes:
KERALA GRAMIN BANK ,
Head Office, A.K. Road, Malappuram, Kerala-676505
Email: ficell.kgb@keralagbank.com
Website: www.keralagbank.com

Supplier's address for notice purposes (To be filled in by the Supplier)

……..

.....……

4.33.2 A notice shall be effective when delivered or on effective date of the notice whichever is later.

4.33 Taxes and Duties

4.33.1 The Supplier will be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products at site including incidental services and commissioning. Payment of Octroi, entry-tax, etc., alone, if applicable, will be made at actuals, on production of suitable evidence of payment by the Supplier.

4.33.2 Income / Corporate Taxes in India:
The Supplier shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Supplier shall include all such taxes in the contract price.

4.33.3 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 Supplier. 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 Supplier from his responsibility to pay any tax that may be levied in India on income and profits made by the Supplier in respect of this contract.

4.33.4 The Supplier's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Supplier shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

4.34 Supplier's Integrity

The ***Supplier*** is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

4.35 Supplier's obligations

The ***Supplier*** is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.

The ***Supplier*** will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the ***Supplier***'s negligence. The ***Supplier*** will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

The Supplier is responsible for managing the activities of its personnel or subcontracted personnel and will hold itself responsible for any misdemeanors.

The Supplier will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

4.36 Patent Rights/Intellectual Property Rights

In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights arising from the use of the Products or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Supplier of such claim, if it is made, without delay.

4.37 Site preparation and installation

The Bank is solely responsible for the construction of the hardware site in compliance with the technical and environmental specifications. The Bank will designate the installation site before the scheduled installation date, to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation / commissioning of the software.

4.38 Installation/Commissioning of Hardware/Software

The Supplier is responsible for all unpacking and installation of Products. The Supplier will test all hardware/system operations and accomplish all adjustments necessary for successful and continuous operation of the hardware/software at all installation sites.

4.39 Technical Documentation

The Technical Documentation involving detailed instruction for operation and maintenance of the hardware (if any) and software is to be delivered. The language of the documentation should be English.

4.40 Right to use defective product

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the product is found to be unsatisfactory, the Bank shall have the right to continue to operate or use such product until rectification of defects, errors or omissions by partial or complete replacement is made without interfering with the Bank's operation.

4.41 Repeat Orders

4.41.1 Bank reserves the right to place repeat order/s on the bidder under the same terms and conditions within a period of 6 months from the date of acceptance of purchase order by the bidder.

4.41.2 The bidder should note that as equipment / hardware rates normally come down, hence the rates shall be subject to downward revision based on market movement of equipment rates.

4.41.3 The bank reserves the right to re-negotiate the price with the bidder for downward revision of the prices.

****

PART 5: TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)

(To be included in the Technical Bids duly completed, and with comments)

IMPORTANT NOTE:

1. **The Bidder should mention in seriatim, whether all the features as mentioned are:**

   A – Available

   N – Not available /Cannot be made available.

2. **The Bidder should also mention in seriatim comments, if any, for all the features. It there is no comment; it would be construed that the feature / requirement will be made available without any deviation thereto.**

3. **Weightage will be given on the above A and N items for the purpose of evaluation as the Bank may deem fit.**

5.2 : TECHNICAL SPECIFICATIONS FOR micro ATM / handheld biometric POS devices

Sr. No	Micro ATM / handheld biometric POS devices should have the following features	**Compliance (A/N)**
1	The microATMs offered by the vendor should be the best suited for integrating with the implemented Bank's Financial Inclusion (FI)-Gateway.	
2	The micro ATM devices offered/supplied should have maximum compatibility with the Bank's existing FI gateway/core-banking system. In a way, the messaging protocols and transaction + settlement mechanism of the supplied micro ATM be based on processes in use in the Bank for on-us & off-us transactions.	
3.	The micro ATM devices supplied should support & capable of processing both On-us and Off-us transactions of the Bank. On-us transactions be processed internally as within the Bank. Off-us transactions be routed through multi-layer gateway / switches for payment & settlement.	
4.	The basic hardware used in the micro ATM be standardized to ensure capability of capturing biometrics Card details and finger prints of customers/ Card holders and transmitting the same for de-duplication-check/storing on the bank's central FI Gateway using secured network connectivity already available in the branches/BC-agents and the client registration software which is installed in the branches by the Bank's approved TSP (Technical Service Provider) according to bank's specification	

	confirming to the standards & specifications of IDRBT / IBA / UIDAI / RBI.	
5.	The micro ATM devices must be fully compliant on the Secure Biometric Scanner as per defined **Standards issued by IBA/IDRBT/UIDAI/RBI/GOI etc.** and be compatible and easily integrable with the Bank's CBS/FI-Gateway solution implemented (with USB port/based connectivity to PC). A live demo/POC in the Bank to be executed by the Bidder during technical evaluation for a successful certification & implementation.	
6.	The micro ATM must be fully compliant with extant standards & STQC & other certifications of UIDAI and should be robust enough to conform & upgrade to the changes mandated by UIDAI from time to time.	
7.	The micro ATM must be fully compliant with extant standards & certifications of IBA/IDRBT & RBI and should be robust enough to conform & upgrade to the changes mandated by IBA/IDRBT & RBI from time to time.	
8.	The micro ATM/handheld POS device should be attached/ported with a magnetic stripe swiping Card reader/EMV Chip based card reader of Standard track1track2 for the purpose of providing basic banking services for the concerned Customer who will desire to operate on this micro ATM with his/her Debit/Credit Card/ Rupay Card/ Visa /Master Card, etc.	
9.	The machines should be flexible enough to handle the changes in the micro ATM / Mag-stripe Card-reader standards mandated by RBI/IDRBT/IBA/UIDAI/GOI, etc. and others standards in future course of implementation.	
10.	The machines must be brand new and manufactured as per the latest technology	
11.	The machines should be robust, capable of sustained operations and have seamless integration of different modules each for biometric scanning/reading, reading of Customer Mag-stripe/EMV Card details, etc.	
12.	The operating system of the machines must be compatible with the associated processing software in the Bank's CBS/FI-Gateway under Financial Inclusion Solution implemented.	
13.	The bidder to supply standard & USB-integrable web-camera with each micro ATM offered/supplied to capture digital photographs of new/existing customers during enrolment process thru this micro ATM. Hence, microATMs offered should be capable of integration towards enrolment and transaction with the Bank's CBS/ FI-Gateway.	

14.	The micro ATM must be attached with a micro-printer to generate Print-out Receipts of each successful, non-successful /failure transactions with full details, and mini statement for last 5/10 transactions confirming Bank norms/guidelines issued from time to time. Consumables if any to be provided by the bidder to the Bank/BCs.	
15	The Bidder should quote for and supply the required number of micro ATMs and the associated software. Bank will have the option to provide the interface of its CBS/FI-Gateway.	
16	The rejection rate of reading/matching biometric of customers/Aadhar holder should not exceed 5%.	
17	The machine should have user interface with the peripherals and Bank's CBS/FI-gateway/Computer/Server through Bank's secured LAN/WAN.	
18	The machines should have 2 USB-ports for easy uploading of CBS/Bank's FI applications/software in case of need.	
19	The micro ATM offered/supplied should be capable of hosting multiple application and should seamlessly interface with the existing Bank's FI-Gateway solutions	
20.	The micro ATM offered/supplied by the bidder should be enabled with 2 integrated GSM SIM Holders for SIM-GPRS Network connectivity including one extra/alternate USB port for CDMA/Internet-Dongle connectivity. The micro ATM supplied should be capable of integration towards video/projection slide-shows through laptops/PCs.	
21.	The micro ATM offered/supplied by the bidder should have 2 Smartcard reader slots inbuilt & integrated for reading & authentication via Smartcards of BC-agents and Customer of the Bank	
22.	The power supply to micro ATM should be of Indian Standards. The battery/charger used in the offered/supplied micro ATM should be inbuilt & of Indian Standard with maximum power-back time while during operation & standby with scheduled warning/sound-beeps enabled for recharging.	
23.	The Bidder to provide entire operational and data-sheet specification manuals	
TOTAL		

Note: The approximate requirement of the above microATMs is 634 units (enabled with Secure Biometric Scanners/readers as per micro ATM standards of IBA/IDRBT/UIDAI/RBI/GOI and also integrated with Mag-stripe Card Readers having both Track-1 & Track-2) during the period of rate contract. The above quantity is an indicative number which Bank is expected to install over the next one year; Bank may however place orders for lesser or more number depending upon its requirement. This invitation of Bids is open to all Original Equipment Manufacturers (OEM) or their authorized agents having presence in India and fulfilling the minimum qualification criteria

PART 6: BID FORM, PRICE SCHEDULES AND OTHER FORMATS (BF)

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FORMAT – 6.1.1

BID FORM (TECHNICAL BID)
(To be included in Technical Bid Envelope)

Date:

To:

KERALA GRAMIN BANK
Financial Inclusion Wing,
Head Office, A.K.Road,
Malappuram.-676505
KERALA.
Gentlemen:

Reg.: Procurement, supply, configuration, installation, testing, commissioning of micro ATM for CBS / FI gateway

Ref: Your RFF KGB/FIW/RFP/02/2023 dated 09.03.2023

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the microATMs/handheld biometric POS devices for EBT enablement in Bank, in conformity with the said Bidding documents.

We undertake, if our Bid is accepted, to deliver, install and commission the Solution in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 percent of the Contract Price 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 20

_____

(Signature) *(Name)* *(In the capacity of)*

Duly authorised to sign Bid for and on behalf of _____

FORMAT – 6.1.2
BID FORM (PRICE BID)
(To be included in Price Bid Envelope)

Date:.....

To:
KERALA GRAMIN BANK
Financial Inclusion Wing,
Head Office, A.K.Road,
Malappuram.-676505
KERALA.

Reg.: Procurement, supply, configuration, installation, testing, commissioning of micro ATM for CBS / FI gateway

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the captioned solution, in conformity with the said Bidding documents as may be ascertained in accordance with the schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver, install and commission the system in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 percent of the Contract Price 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 20

_____*(Signature)*

_____ *(Name)*

_____*(In the capacity of)*

Duly authorised to sign Bid for and on behalf of

FORMAT 6.2
NON-DISCLOSURE AGREEMENT

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to offering the microATMs and Services as per the RFP to KERALA GRAMIN BANK having its registered office at KGB Towers, A.K.Road, Malappura, KERALA- 676505 hereinafter referred to as the BANK and,

WHEREAS, the COMPANY understands that the information regarding the Bank's Procurement, commissioning and installation of micro ATM devices fully integrated with the Bank's FI Gateway etc., for EBT/Direct Cash Transfer enablement by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the COMPANY understands that in the course of submission of the offer for the said micro ATM (handheld biometric POS devices with attached mag-strip swiping Card reader) for EBT & Direct Cash Transfer enablement by the Bank and Services and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the Bank's properties and/or have access to certain plans, documents, approvals or information of the BANK;

NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce the BANK to grant the COMPANY specific access to the BANK's property/information

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the BANK, unless the COMPANY has first obtained the BANK's written Authorization to do so;

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

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

Office Seal:
Place:
Date:

Authorised Signatory
Name:
Designation:

FORMAT – 6.3

Price Schedule

(Include in Price Bid Only – Not to be included in Technical Bid)

1.	2.	3.	4.	5.
	Item Description	**Unit Price**	**Qty**	**Total Price excluding GST**
	Hardware (no single point of failure)			
i)	Micro ATM (as per RFP) with standard digital web-camera with three year warranty		**634**	
ii)	AMC for two years after three year warranty		634	
	TOTAL for the purpose of evaluation			

Important Notes:

Detailed Specifications of all Software and Hardware Modules, Components as above to be attached separately in the Technical Bid (Bill of Material, Format 6.13), supported by Technical Literature/Product Catalogues/Brochures, etc. This is Mandatory.

1. Price quoted should be inclusive of all costs, duties, levies, taxes and all other applicable charges excluding GST. as applicable in respective State,
2. In case of discrepancy between figures and words, the amount in words shall prevail.
3. No increase in costs, duties, levies, taxes, charges, etc., irrespective of reasons (including exchange rate fluctuations, etc.) whatsoever, shall be admissible during the currency of the Contract.
4. All user licenses for O/S, Database, Application etc. should be as per our Technical and Functional Specification (TFS).
5. AMC charges will be paid after three years on half yearly basis post facto.
6. AMC cost will not include cost of consumables.

Signature of Bidder: _____

Name:_____
Business address:_____ **Place :**
Date :

FORMAT 6.4

BID SECURITY FORM

Whereas .....*(hereinafter called "the Bidder")* has submitted its Bid dated ..... *(date of submission of Bid)* for the supply of ..... *(name and/or description of the Products/system)* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE .....*(name of bank)* of ..... (name of country),having our registered office at ..... *(address of bank)* (hereinafter called "the Bank"), are bound unto ..... *(name of Purchaser)* (hereinafter called "the Purchaser") in the sum of _____for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 2022.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Form if required; or

(b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

Not with standing anything contained here in before , our liability under this guarantee is restricted to Rs. ----------(Rupees----------) in the aggregate and it Will remain in force till the ---------day of 20—Unless a claim or demand in writing is made against us under this guarantee before the expiry of one months from the aforesaid date that is before the -------- day of ----20—all your rights under the said guarantee shall be forfeited and we shall be relived and discharged from all liability hereunder .

(Signature of the Bidder's Bank)

Note: Presence of restrictive clauses in the Bid Security Form such as suit filed clause/clause requiring the Purchaser to initiate action to enforce the claim etc., will render the Bid nonresponsive.

FORMAT 6.5

CONTRACT FORM

THIS AGREEMENT made the .....day of....., 20 .Between .....*(Name of Purchaser)* (hereinafter called "the Purchaser") of the one part and ..... *(Name of Supplier)* of ..... *(City and Country of Supplier)* (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser invited Bids for certain Products and services viz.,

..... *(Brief Description of Products and Services)* and has accepted a Bid by the Supplier for the supply of those Products and services in the sum of

..... *(Contract Price in Words and Figures)* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents of Bid No.**: KGB/HO/07 dated** shall be deemed to form and be read and construed as part of this Agreement, viz.:
   a) the Bid Form and the Price Schedule submitted by the Bidder;
   b) the Bill of Material;
   c) the Technical & Functional Specifications;
   d) the Terms and Conditions of Contract;
   e) the Purchaser's Notification of Award;
   f) Schedule of Dates, Amounts etc. (SDA)
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Products and services and to remedy defects therein, in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Products and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the Products and services which shall be supplied / provided by the Supplier are as under:

SL. NO.	BRIEF DESCRIPTION OF PRODUCTS & SERVICES	QUANTITY TO BE SUPPLIED.	TOTAL PRICE (Rs.)

TOTAL VALUE: (Rs.)

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
said ..... (For the Purchaser)
in the presence of:.....

Signed, Sealed and Delivered by the
said ..... (For the Supplier)
in the presence of:.....

FORMAT 6.6

PERFORMANCE SECURITY FORM

To: (Name of Purchaser)

WHEREAS ..... (Name of Supplier) (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. ..... dated,..... 20 to supply..... ..... (Description of Products and Services) (hereinafter called "the Contract"),

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein, as security for compliance with the Supplier's performance obligations in accordance with the Contract,

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of .... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Not with standing anything contained herein before , our liability under this guarantee is restricted to Rs. ----------(Rupees----------) in the aggregate and it Will remain in force till the ---------day of 20—Unless a claim or demand in writing is made against us under this guarantee before the expiry of one months from the aforesaid date that is before the -------day of ----20—all your rights under the said guarantee shall be forfeited and we shall be relived and discharged from all liability hereunder .

Signature and Seal of Guarantors (Supplier's Bank)
.....
…….....
.....
.....
.....

Address:.....
…….....
……
……

Date : ……

FORMAT 6.7

BANK GUARANTEE FOR ADVANCE PAYMENT

To: (*name of Purchaser*)
(*address of Purchaser*)

_____

_____

(*name of Contract*)

Gentlemen:

In accordance with the provisions of the Terms and Conditions of Contract, to provide for advance payment, _____ *(name and address of Supplier)* (hereinafter called "the Supplier") shall deposit with _____ (*name of Purchaser*) a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of (*amount of guarantee**(*in figures and words*).

We, the (*bank or financial institution*), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to (*name of Purchaser*) on his first demand without whatsoever right of objection on our part and without his first claim to the Supplier, in the amount not exceeding (*amount of guarantee* in figures and words).*

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between (*name of Purchaser*) and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the contract until _____ (expected date of last delivery).

Yours truly,

Signature and seal :
Name of bank/
financial institution :
Address :
Date :

- An amount is to be inserted by the bank or financial institution representing the amount of the Advance Payment.

FORMAT 6.8

MANUFACTURERS'/PRODUCERS' AUTHORIZATION FORM

No. Date:

To:

Dear Sir:

Ref: Your Ref:KGB/FIW/RFP/02/2022 dated ……

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

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Supplier:

(a) Such Products as the Bank may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) in the event of termination of production of such Products:

i. advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and

ii. following such termination, furnishing at no cost to the Bank, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

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

Yours faithfully,

(Name of Producers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its Bid.

FORMAT 6.9

PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER SUCCESSFUL COMMISSIONING OF THE microATMs /SOLUTION

No. Date :

M/s.

Sub: Certificate of commissioning of microATMs / Solution

1. This is to certify that the products / equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) in accordance with the Contract/Specifications. The same has been installed and commissioned.

   a) Contract No._____ dated _____ ___
   b) Description of the Solution _____
   c) Quantity _____
   d) Date of commissioning and proving test _____

2. Details of products not yet supplied and recoveries to be made on that account:

S.No.	Description	Amount to be recovered

3. the proving test has been done to our entire satisfaction and Staff have been trained to operate the Product.
4. The Supplier has fulfilled his contractual obligations satisfactorily* or

   The Supplier has failed to fulfil his contractual obligations with regard to the following:

   (a) .
   (b) .
   (c) .
   (d) .
5. The amount of recovery on account of non-supply of Products is given under Para No. 2.
6. The amount of recovery on account of failure of the Supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature : _____

Name : _____

Designation with stamp: _____

* Explanatory notes for filling up the certificates:

(a) The supplier has adhered to the time schedule specified in the contract in dispatching the Products / Manuals pursuant to Technical Specifications.

(b) The supplier has supervised the commissioning of the solution in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the Product.

(c) Training of personnel has been done by the Supplier as specified in the contract.

(d) In the event of Manuals having not been supplied or installation and commissioning of the Solution having been delayed on account of the Supplier, the extent of delay should always be mentioned..

****

FORMAT 6.10

ORGANISATIONAL PROFILE

(Include in Technical Proposal Only – Not to be included in Price Proposal)

CONSTITUTION 1. Proprietary 2. Partnership 3. Private Ltd. 4. Public Ltd.	:		
Established since Commercial Production of the solution on Offer started since.	:		
Address of Registered Office	:		
Category	:	i. Software Producer / Developer (Principal) ii. Hardware Manufacturer (Principal) iii. System Integrator / Solution Provider (Thirdparty) iv. Any Other (*please specify*)	
If Consortium, then specify name of members	:	1. 2.	
		Name	**Phone Nos. (with STD Codes)**
Names of Proprietor/Partners/ Directors	:	1.	
		2.	
		3.	
		4.	
Number of Engineers familiar with the solution being offered	:		
Number of Total Employees	:		

Solution being offered, sold so far to :

Purchaser, with full address and Details of contact person (Phone, Fax and E-Mail)	**Modules in Use**	**Date of Sale**	**Whether Warranty/AMC still continues**
1.			
2.			

Note : Please support the above facts with documentary evidence. Please also attach :Income-Tax Clearance Certificate (latest) Referral Letters from Clients mentioned above

Signature of Bidder: _____

Name: _____

Business address : _____

Place:

Date:

FORMAT 6.11

Service Support Details Form

/ City Location	Postal Address, Telephone, Fax, E-Mail and Contact Details of Support Personnel	Office Working Hours (Please mention whether the Support Agency is Owned or Franchisee arrangement)	Number of Software Engineers capable of supporting the Software being offered	Owned or Franchisee.

****

FORMAT 6.12

FORMAT FOR BANK GUARANTEE AGAINST ANNUAL MAINTENANCE (ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

Bank Guarantee No.: ..... Date:.....

To..... (Name of the Purchaser)

Whereas ..... (Name of the Supplier) hereinafter called "the Supplier" has undertaken, in pursuance of contract No..... dated..... to supply ..... (Description of Products and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a Bank Guarantee by a recognised Bank for the sum specified therein as security for compliance with the Supplier's performance obligations under the contract for Annual Maintenance and Repairs of the entire system including cost of spares after warranty period for next five years.

AND WHEREAS we have agreed to give the Supplier a Guarantee.

THEREFORE WE hereby affirm that we are Guarantors and responsible to you on behalf of the Supplier, up to a total of Rs. ..... (Amount of guarantee in words and figures) being 4% of the Contract Price and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limit of Rs. ..... (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Not with standing anything contained here in before , our liability under this guarantee is restricted to Rs. ----------(Rupees----------) in the aggregate and it Will remain in force till the ---------day of 20—Unless a claim or demand in writing is made against us under this guarantee before the expiry of one months from the aforesaid date that is before the -------day of ----20—all your rights under the said guarantee shall be forfeited and we shall be relived and discharged from all liability hereunder .

Signature and Seal of Guarantors
.....
.....
Date: .....

NOTE:

1. SUPPLIERS SHOULD ENSURE THAT SEAL AND CODE No. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF THE BANK GUARANTEES.
2. STAMP PAPER IS REQUIRED FOR THE BANK GUARANTEES ISSUED BY THE BANKS LOCATED IN INDIA.

Format 6.13
Bill of Material

(To be included in Technical Bid)

A) **The Bidder should provide Bill of Material (details of all Modules / Components of Software including those bought-out, off-the-shelf or thirdparty products / items required) Module-wise, in the following format. Details of all relevant/applicable System-, Utility-, Security-, Communication- and Application- Software components should be included. Total hardware requirements should be given in the next Table.**

1 Module / Item	2 Description	3 / Make Model / Version	4 Principal Vendor / Manufac-turer	5 Quantity/ No. of Licenses per installatio n	6 Number of installation s	7 (7 = 5 * 6) Total Quantity

Signature of Bidder: _____

Name: _____

Business Address: _____

Place:
Date:

Format 6.13

B) The Bidder must specify complete details of Hardware supplied for successful implementation of the offered microATMs (Handheld biometric POS devices with attached mag-strip swiping Card reader with attached Printer-facility) including standard digital web-cameras for EBT /Direct Cash Transfers enablement by the Bank, in the following format.

1 Module / Item (same as Col. 1 above)	2 Module Description (same as Col. 2 above)	3 Hardware requirement [Please mention Make / Model (if any), Type and No. of Processors, Memory, bus speed, Hard Disk & Operating System no of users, license type, version etc.]	4 of Number installations Col. 6 [same as above]

Signature of Bidder: _____
Name: _____
Business Address: _____

Place:
Date:

Format 6.14

To:

KERALA GRAMIN BANK
Financial Inclusion Wing,
Head Office, A.K.Road,
Malappuram.-676505
KERALA.

Gentlemen,

Reg.: Procurement, supply, configuration, installation, testing, commissioning of microATM for CBS / FI gateway
Ref: Your Ref KGB/FIW/RFP/03/2023 dated 09.03.2023
~~~~~~

We undertake, that adequate specialized expertise are available to ensure that the support services are responsive and We assume total responsibility for the fault free operation of the solution proposed and maintenance during the warranty period and provide necessary maintenance services after end of warranty period.

We undertake that during Warranty Period we will maintain an Uptime of 99.5 % on quarterly basis for the entire/core solution proposed, with a MTBF of 90 days. Accordingly necessary spares are available for all critical components whether software or hardware.

Dated this ..... day of 20

_____

_____

(Signature) *(in the capacity of)*
Duly authorized to sign Proposal for and on behalf of

_____

Format 6.15

To:

KERALA GRAMIN BANK
Financial Inclusion Wing,
Head Office, A.K.Road,
Malappuram.-676505
KERALA.

Gentlemen,

Reg.: Procurement, supply, configuration, installation, testing, commissioning of microATM for CBS / FI gateway
Ref: Your Ref: KGB/FIW/RFP/03/2023 dated 09.032023
~~~~~~

We hereby certify that:

1) The systems offered and / or other services or solution of another consortium member and the solution proposed by us will operate effectively on the system proposed by us.
2) We further confirm that we accept full responsibility for its successful operation.
3) We further undertake that we will be only single point of contact for any/all purpose.
4) We further submit that we do have a back to back agreement with all the consortium members. We further submit that required uptime, agreement to provide necessary support (including warranty period for a period of 5 years) is available. We enclose documentary proof copy of agreement with the consortium members or service providers.

Dated this ..... day of 20

_____

_____

(signature) *(in the capacity of)*

Duly authorized to sign Proposal for and on behalf of

_____

Note: The certificate is applicable if bidder offers the products / services through its consortium member.

Format 6.16

ConfirmityTo Eligibility Criteria

SL	Elgibility Criteria	Compliance (Y/N)
1	The Bidder should have yearly sales turnover of not less than Rs.10 Crores during last financial year (2021-22).	
2	The bidder must be registering profits or having positive net worth for last three years (2019-20, 2020-21, 2021-22).	
3	The bidder should have permanent office in India.	
4	The Bidder should have a minimum 3 Years of Business Experience of supply & maintenance of micro ATM enabled with Secured Biometric Scanner/readers knitted with mag-strip Card readers in India. The bidder should have supplied such micro ATM (in reference) in at least 3 Bank/Financial Institution in India during last 3 years. Certificate of such experience from related Bank/FIs to be furnished.	
5	Letter from all 3 Bank/Financial Institutions where the projects have been implemented, confirming that microATMs with biometric-based authentication and pin-based authentication thru mag swipe Card-readers attached to microATMs has been installed in their organization and are working satisfactorily	
6	The Bank also reserves the right to inspect such installation/s & sites while evaluating the Bid. The vendor should bear all the expenses in this regard.	
7	The microATMs to be supplied by the Bidder should be compatible & integrable with the existing CBS/Financial Inclusion (FI)-Gateway of the Bank. **For the same Bidder to exhibit a POC in live environment of the Bank**, while Technical evaluation of bids/before selection.	
8	The bidder should have branch/ service centers all over South India in Tier-I centers. List of branch / service center / franchises with full details of Name, Address / Telephone No should be attached	
9	The bidder should have exclusive support infrastructure for timely maintenance of secured biometric scanners/readers and mag-stripe Card-readers installed in the deployed micro ATM in all Metro/Urban/Semi-urban and RURAL centers in India. The bidder should have their own support offices or residential authorized engineers in prominent locations in South India.	
10	The bidder should be able to provide efficient and effective support in time at all centers, so as to meet 24x7 Hrs SERVICE SUPPORT with maximum one working day response time – A COMMITMENT TO THIS EFFECT SHOULD BE FURNISHED	
11	Financial statements i.e. Audited Balance sheet and Profit & Loss accounts for last three years (2019-20, 2020-21, 2021-22) will have to be submitted.	

PART 7: OTHER TERMS AND CONDITIONS (OTC)

7.1	Bid Security Amount	Rs.2,50,000/- (Rs. Two Lakh Fifty Thousand only)
7.2	Bid Validity Up to	180 days from the last date stipulated for receipt of responses to the Bid
7.3	Period within which Performance Security or Amendment thereto is to be submitted by the Successful Bidder upon notification of Award of Contract	21 days
7.4	Period within which the Successful Bidder should Sign the Contract after receipt of the Form of Contract.	7 days
7.5	Period of Performance Contract (from the Date of Award of Contract) (read with 7.14)	Min 36 months to be valid upto expiry of warranty
7.6	Performance Security Amount	10% of Amount of contract
7.7	Minimum Warranty period for the entire solution	36 months from date of user acceptance (Refer :7.8)
7.8	User Acceptance tests	Refer : 7.17, 7.18
7.9	Period within which Supplier to remedy defects after having been notified of the same	7 days
7.10	Required period of validity of the Performance Security after the completion of performance	36 months
7.11	Period within which Bank will return the Performance Security subject to terms mentioned in clause 4.6.4	90 days
7.12	Minimum AMC commitment required for equipment offered to the Bank	2 years
7.13	Period within which Products / Services under the Contract are to be installed/commissioned from the Date of signing of Contract	90 days
7.14	Amount of Bank guarantee required for AMC	10% of contract Price

7.15. **Payment terms for delivery, installation and commissioning the Solution:**

- 10% of cost of equipment shall be paid within thirty (30) days of signing of the Contract and upon submission of claim against a simple receipt and a Bank Guarantee for the equivalent amount valid until all the products are delivered, installed and commissioned and in the form provided in the bidding documents or any other form acceptable to the Bank

- 70% of cost of equipment on successful installation and commissioning of the total solution proposed.
- Balance 20% cost of equipment, after end of warranty period or a bank guarantee for equivalent amount for three year in advance.

Acceptance Tests

7.16 The User acceptance test will be carried out as per mutually agreed Acceptance Test Plan against the systems requirements specified under TFS. The system will be considered accepted (supplied, installed and operationalized) only after ATP is completed as per the agreed plan and is duly signed/certified by the Bank and the bidder.

Some of features required to be completed are enumerated below:

- The delivered equipment and related software should correspond to what is stated in the purchase order without deviation, except where mutually agreed upon.
- The equipment and software is fully installed & integrated with the Bank's FI Gateway
- The features specified in the TFS/mutually agreed for implementation should be demonstrated.
- Scanning of images of the instruments and the image quality to be as specified under the Bank's CBS/FI-Gateway and confirming to industry standards by IDRBT/IBA/RBI/UIDAI/GOI etc.
- Performance of at least 10% of total deployment i.e. installation and integration of micro ATM in bank branches in the Zones allotted during the first month of deployment.
- Reconciliation of data and image exchanged between the branches/BC-agents engaged and CBS/Bank's FI-Gateway as above and a reconciliation report indicating their finality status.
- Test period should be over at least 15 working days followed by live operations of not more than 45 working days.
- The final acceptance of the system will be based on successful processing under live operations of projected volumes.

7.17 Uptime

The entire solution is required to be up and running for 99.9% on a quarterly basis with a MTBF of 90 days, barring scheduled and mutually agreed upon downtime for maintenance or training purposes. That is, the services of the microATMs/handheld biometric POS devices for EBT enablement by the Bank for branches and BC-agents engaged in the KGB including all hardware should be available to the Bank through all the Clearing working days for exchanging images and data by the Bank's branches with their branch and BC-agents engaged in the Bank.

7.18 Project Reporting

7.18.1 Bidder should submit a weekly report on the development of the project along with reasons of delay, if any, till date of full commissioning**.**

7.18.2 Periodical meetings will be held between the Bidder and the Bank, to review the progress and the Bidder will be required to attend all such meetings.

7.19 Period of Warranty

7.19.1 The period of warranty will start from the date of signing off of the Acceptance Test of each location.

7.20 System maintenance and support

7.20.1 The Bidder should fix all the scanner solution problems, and provide and implement upgrades during the contract period free of cost.

7.20.2 The Bidder should provide changes and upgrades with regard to changes in statutory requirements at the earliest and free of cost during the contract period.

7.20.3 The Bidder should provide and implement functionality changes as required by the end user during the contract period.

7.20.4 The Bidder should be able to comply with the service Level requirements.

****