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Karnataka Vikas Grameena Bank

A Scheduled Bank Owned by Government- Sponsored by Canara Bank

ಪ್ರಧಾನ ಕಛೇರಿ : ಧಾರವಾಡ

Head Office : Dharwad

Ref: 196/KVGB/FID/CSJ/2021

Date: 20.12.2021

REQUEST FOR PROPOSAL FOR SUPPLY OF ASK (AADHAR SEVA KENDRAS) KITS AND MANPOWER -OPEX MODEL AT BANK BRANCHES.

Issued By: **KARNATAKA VIKAS GRAMEENA BANK**
HEAD OFFICE "Vikas Bhavan" post box no:111
PB Road, Dharwad-580008

BID DETAILS IN BRIEF

Sl. No.	Description	Details
1.	RFP/Tender No.	196/KVGB/FID/CSJ/2021
2.	Brief Description of the RFP	REQUEST FOR PROPOSAL FOR SUPPLY OF ASK (AADHAR SEVA KENDRAS) KITS AND MANPOWER -OPEX MODEL AT BANK BRANCHES.
3.	Bank's Address for Communication	Karnataka Vikas Grameena Bank Head office "Vikas Bhavan" post box no:111 PB road, Dharwad-580008. Phone :9480699595,9480699051 Email : mid@kvgbank.com
4.	Date of Issue	20.12.2021, Monday
5.	Last Date of Submission of Queries for Pre Bid Meeting	24/12/2021, Friday, 03.00 PM
6.	Date of Pre Bid Meeting	27/12/2021, Monday, 03.00 PM
7.	Last Date of Submission of Bids	10.01.2022 before 05:00 PM
8.	Date and time of Opening of Part A- Technical Bid.	11.01.2022 at 12:00 PM
9.	Date and time opening of Part-B Commercial Bid	Will be intimated through mail
10.	Application Money	NIL (Based on Bidder Declaration)
11.	Earnest Money Deposit	NIL (Based on Bidder Declaration)
12.	Purchase Preference Policies	Applicable. Bank will split the order to comply with Purchase Preference guidelines only.
This document can be downloaded from Bank's website www.kvgbank.com		

DISCLAIMER

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

Karnataka Vikas Grameena Bank reserves the right of discretion to change, modify, add to or alters any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Bank's Website (www.kvgbank.com) and it will become part and parcel of RFP.

Karnataka Vikas Grameena Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Karnataka Vikas Grameena Bank reserves the right to reject any or all the Request for Proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Karnataka Vikas Grameena Bank shall be final, conclusive and binding on all the parties

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ABBREVIATIONS USED IN THE DOCUMENTS

BIDDER*	BIDDER- SERVICE PROVIDER(SP) – VENDOR- CORPORATE BC- BC
BC	BUSINESS CORRESPONDENT
BCA	BUSINESS CORRESPONDENT AGENT
BCO	BUSINESS CORRESPONDENT OUTLET – HYBRID (BOTH KIOSK AND MOBILE)
BG	BANK GUARANTEE
BSBD	BASIC SAVING BANK DEPOSIT
CBS	CORE BANKING SYSTEM
CSP	CUSTOMER SERVICE PROVIDER
DBT	DIRECT BENEFIT TRANSFER
DC	DATA CENTER
DES	DATA ENCRYPTION STANDARD
DFS	DEPARTMENT OF FINANCIAL SERVICES
DRC	DATA RECOVERY CENTER
EBT	ELECTRONIC BENEFIT TRANSFER
ECS	ELECTRONIC CLEARING SYSTEM
EMD	EARNEST MONEY DEPOSIT
FI	FINANCIAL INCLUSION
GCC	GENERAL PURPOSE CREDIT CARD
GOI	GOVERNMENT OF INDIA
IBA	INDIAN BANKS' ASSOCIATION
ICT	INFORMATION AND COMMUNICATION TECHNOLOGY
IDRBT	INSTITUTE FOR DEVELOPMENT AND RESEARCH IN BANKING TECHNOLOGY

ITIL	INFORMATION TECHNOLOGY INFRASTRUCTURE LIBRARY
KCC	KISAN CREDIT CARD
KYC	KNOW YOUR CUSTOMER
MIS	MANAGEMENT INFORMATION SYSTEM
MTTR	MEAN TIME TO RESTORE
NABARD	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
NBFC	NON-BANKING FINANCIAL COMPANY
NEFT	NATIONAL ELECTRONIC FUND TRANSFER
NGO	NON-GOVERNMENT ORGANISATION
NPA	NON PERFORMING ASSETS
NPCI	NATIONAL PAYMENT CORPORATION OF INDIA
NREGP	NATIONAL RURAL EMPLOYMENT GENERATION PROGRAMME
NSC	NATIONAL SAVINGS CERTIFICATE
OEM	ORIGINAL EQUIPMENT MANUFACTURER
OPEX	OPERATIONAL EXPENDITURE
PIN	POSTAL INDEX NUMBER
POT	POINT OF TRANSACTION
PKI	PUBLIC KEY INFRASTRUCTURE
RBI	RESERVE BANK OF INDIA
RD	REGISTERED DEVICE
RFP	REQUEUST FOR PROPOSAL
RTGS	REAL TIME GROSS SETTLEMENT
SHG	SELF HELP GROUP
TAB	TABLET TO BE USED IN KIOSK/MOBILE BC
UID	UNIQUE IDENTITY
UIDAI	UNIQUE IDENTIFICATION AUTHORITY OF INDIA
STQC	STANDARDISATION TESTING AND QUALITY CERTIFICATION

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

About Karnataka Vikas Grameena Bank:

KARNATAKA VIKAS GRAMEENA BANK is formed by the amalgamation of four RRBs, namely Malaprabha Grameena Bank, Bijapur Grameena Bank, Varada Grameena Bank and Netravathi Grameena Bank by Government of India Notification dated 12th September 2005. The single entity that so emerged now operates in the nine districts of Bagalkot, Belgaum, Bijapur, Dakshin Kannada, Dharwad, Gadag, Haveri, Udupi and Uttar Kannada catering to the financial needs of the people in these districts.

1. About the RFP:

This Request for Proposal is being issued by Karnataka Vikas Grameena Bank inviting proposals from eligible Bidder for operating ASKs, providing various services related to Aadhaar such as carrying out the enrolment of residents for the Unique Identification (UID) and updating the demographic & biometric details etc. Technical specifications and scope of work described elsewhere in this document. Bank have established 63 Aadhaar Seva Kendras in the identified branches of our Bank for providing Aadhaar services such as Aadhaar enrolment and updations to residents. The proposed RFP is for Empanelment of Agencies for supply of UIDAI Certified manpower as operators and ASK Kits for providing Aadhaar enrolment services at Banks identified ASKs. The RFP document is not a recommendation, offer or invitation to enter into a contract agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate Agreement being executed between the Karnataka Vikas Grameena Bank and successful bidder as identified after completion of the selection process.

2. Definitions:

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

- 2.1. "Bank" means KARNATAKA VIKAS GRAMEENA BANK.
- 2.2. "Bidder" means any company/entity who bids for offering manpower and ASK Kits for the Bank pursuant to the terms of this RFP.
- 2.3. "Bid" means the offer made by the Bidder in response to this RFP.
- 2.4. "Service Provider (SP)" means any person/entity who is eligible to act as vendor for supplying ASK kit and manpower for the Bank branches under the terms here of for providing services described in the RFP.
- 2.5. "Aadhar Seva Kendras (ASKs)" means the Bank branches where in Aadhar services will be provided.
- 2.6. "Operator" is the Agent /person engaged by Service Provider SP for operating the ASK.

- 2.7. "OPEX MODEL" is a ASK set up at Bank branches where in the ASK kit and Manpower deployed by Service Provider shall work during Branch business hours.
- 2.8. "ASK Agreement" means the agreement to be executed between the Bank and the Service Provider containing the terms and conditions on which the Services will be provided.
- 2.9. "Eligibility Criteria" means the criteria required to be satisfied by the Bidder in order to bid so as to be engaged as a Service Provider, which is in line with the guidelines of UIDAI, more particularly described in this RFP.
- 2.10. "RFP" means this Request for Proposal issued by the Bank.
- 2.11. "Services" means the services to be provided by the Operator/SP in pursuant to the terms of the RFP/Service Agreement.

3. PRE-QUALIFICATION/ELIGIBILITY CRITERIA FOR BIDDERS:

- 3.1. A vendor submitting the proposal in response to this RFP shall hereinafter be referred to as 'Bidder' and the solution for implementation of SUPPLY OF ASK(AADHAR SEVA KENDRAS) KITS AND MANPOWER -OPEX MODEL AT BANK BRANCHES in Karnataka Vikas Grameena Bank shall hereinafter be referred as "Solution".
- 3.2. Interested Bidders, who will provide the ASK kit and Manpower to the Bank and meeting the Eligibility Criteria as below may respond :

No.	Criteria	Documents to be submitted
1.	Bidder should be a) a registered company in India under Companies Act 1956 or 2013 excluding Non-Banking Financial Companies (NBFCs) OR b) NGOs/MFIs set up under Societies/Trust acts and/or Section 25 companies OR c) Co-operative Societies registered under mutually aided Cooperative Societies Act/Cooperative Societies Act of	➤ Copy of Certificate of Incorporation and Certificate of Commencement of Business in case of Public Limited Company OR ➤ Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies OR ➤ Trust/Society deed, Registration Certificate, Bye Law AND/OR ➤ Any other document which is

	<p>States/Multi State Cooperative Societies Act</p> <p>d) Consortium of Members shall not be allowed to participate.</p> <p>e) Only one bidder in a group company having common Director/Trustee is allowed to participate.</p> <p>f) Proprietorship</p>	<p>deemed fit to make bidder organization a legitimate entity</p>
2.	<p>The bidder should have been a SP for providing ASK Services (<i>such as Enrolment, updations etc.</i>) for Public Sector Bank/Regional Rural Bank in India in the last three years.</p>	<p>Supported by documentary evidence such as purchase order/ copies of the Service Contracts wherever entered with satisfactory certificate as per Annexure XI</p> <p>In case of newly amalgamated Public Sector Bank/ Regional Rural Bank, Purchase Order/ Copy of service contracts of pre-amalgamated entity to be submitted.</p> <p>AND</p> <p>Letter from the concerned organization (from amalgamated entity, in case of newly amalgamated Public Sector Bank / Regional Rural Bank) as per Annexure XI</p> <p>The bank reserves the right to inspect such installations while evaluating.</p>
	<p>Currently, the Bidder should have allotted atleast 200 ASK locations directly by PSBs/RRBs in India as on RFP date.</p> <p>(Waived for MSE & Start Up Bidders only upon production of appropriate certificates)</p>	
3.	<p>The Bidder should have an average annual turnover of not less than Rs. Five Crore during the last three financial years, i.e. 2018-19, 2019-20 and 2020-21.</p> <p>(Waived for MSE & Start Up Bidders only upon production of appropriate certificates)</p>	<p>Bidder has to submit copies of Balance Sheets for last 3 Years [i.e. 2018-19(audited), 2019-20(audited) and 2020-21(audited/provisional)].</p> <p>AND</p> <p>Bidder must produce a certificate from the Company's Chartered Accountant to this effect.</p> <p>The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number.</p>
4.	<p>The Bidder should have Positive Net Worth as on 31/03/2021.</p>	<p>Bidder must produce a certificate from the Company's Chartered Accountant to</p>

		<p>this effect.</p> <p>The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number.</p>
5.	Bidder should have PF,GST,PAN registered.	Bidder must submit the Supporting registration Documents.
6.	Bidder should not have been blacklisted by any PSB/RRB/IBA/RBI/NPCI/UIDAI/IDRBT/NABARD in India.	Bidder has to submit Notarized Affidavit to this effect.
7.	Neither the bidder nor its promoters and Directors should be defaulters to any financial institution in India. The bidder should not have been reported against by any Public Sector Bank to Indian Banks' Association for any malpractice, fraud, poor service, etc.	<p>Bidder must produce a certificate from the Company's Chartered Accountant to this effect.</p> <p>The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number.</p>
9.	Bidder company should not be owned or controlled by any Director or employee (or relatives) of KARNATAKA VIKAS GRAMEENA BANK	Self-Declaration Letter
9.	<p>The Bidder should not be from a country which shares a land border with India unless the bidder is registered with the Competent Authority (as detailed in Office Memorandum-F.No.6/18/2019-PPD of Dept. of Expenditure, Ministry of Finance). Bidder from a country which shares a land border with India means:</p> <p>a. An entity incorporated, established or registered in such a country; or</p> <p>b. A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c. An entity substantially controlled through entities incorporated,</p>	<p>A declaration stating " We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country or; if from such a country, have been registered with the Competent Authority (copy attached). We hereby certify that we fulfill all requirements in this regard and are eligible to be considered." to be submitted in Company's letterhead.</p> <p>&</p> <p>Bidder should also submit Annexure X in relation to declaration</p>

<p>established or registered in such a country; or</p> <p>d. An entity whose beneficial owner is situated in such a country; or</p> <p>e. An Indian (or other) agent of such an entity; or</p> <p>f. a natural person who is a citizen of such a country; or</p> <p>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p>	
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3.3. The proof provided must be in line with the details mentioned in “Documents to be submitted for Eligibility Criteria Compliance”. Any credential detail mentioned in “Eligibility Criteria Compliance” not accompanied by relevant proof documents will not be considered for evaluation.

4. ENGAGEMENT OF MULTIPLE BIDDERS:

- 4.1. Bank reserves the right to award contract to more than one bidder to cover the existing or extended scope of the work, if the bank so desires.
- 4.2. The Bank requires an end-to-end solution in an operating expenditure (OPEX model) from an outsourced agency involving Supply, Installation, Operations, and Maintenance of required Devices, Hardware, and Facility Management in addition to Manpower to deliver and support UIDAI related services.
- 4.3. The human resources and infrastructure (support services, facility, and hardware and connectivity) required for end-to-end solution would belong to be maintained, managed and operated by the Bidder.
- 4.4. Selection of Operator at the ASK shall conform to Bank, RBI, UIDAI, NABARD, GOI, State Govt guidelines and other regulatory guidelines.
- 4.5. The allotment of centres within a District will be done by the Bank and it would be final & conclusive and binding upon the successful bidders.

5. Application Money & Earnest Money Deposit (EMD)/Bank Guarantee In Lieu of EMD:

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

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

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

6. Requirement details:

6.1. Bank is and planning to establish 63 ASKs in existing Bank branches locations.

6.2. The scope of the current project, supply of ASKs kits and UIDAI certified Manpower at Bank branches.

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

6.4. Software Application (Client for Enrolment/updation) will be provided by the UIDAI.

7. RESPONSIBILITIES OF THE BIDDER:

7.1. The Successful Bidder/s shall be responsible for front-end hardware solution in providing UIDAI stipulated (Enrolment/updation) services to residents and to resolve all issues that may arise covering the entire scope of this RFP.

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

7.3. The bidders should be willing to extend the services anywhere in the locations for which bid is placed.

7.4. The bidders should have proven capability with PSB/RRB to provide robust and scalable hardware technology to provide services mentioned in this RFP. Successful implementation of a related project (such as delivery, operation, maintenance of ASK related hardware and software along with Manpower management etc.) with PSBs/RRBs.

7.5. The Bidders shall be responsible to ensure that the ASK works exclusively for the Bank. Only enrolment and updation transactions alone should be done at the ASK.

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

7.7. The successful bidder/s shall be required to use the software solution provided by UIDAI and provides front end hardware solution which includes services like deliver enrolment/updation services to the

targeted customers and training& monitoring of operators and their activities.

- 7.8. The successful bidder/s shall also be required to also man and manage all the incidental activities related to the scope of the RFP.
- 7.9. The successful bidder/shall provide the details of the operators along with their recent photograph to the allotted locations.
- 7.10. Bank will enter into a detailed agreement with the Successful Bidders clearly defining the roles and responsibilities and the terms of engagement for the infrastructural support and services extended to the bank as per the format prescribed by the Bank.
- 7.11. The Bidders shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications & skills and deployment experience for all critical activities preferably from same pincode of the ASK.
- 7.12. Bidders shall be required to provide well trained personnel and extend necessary mentoring and operational support to the intermediary network of operators, etc.
- 7.13. Before engagement of New operators, the successful bidder/s should submit Reference from two respectable persons of that area known to the bank.
- 7.14. The Successful Bidder/s shall manage the activities of its personnel or others engaged in the project, etc and will be accountable for all the personnel deployed/engaged in the project.

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

8. COMPLIANCE REQUIREMENTS:

- 8.1. The entire activity under this solution would be guided by and conform to policies& guidelines of the Bank,GOI,UIDAI, NABARD, ,State Govt/and other regulatory guidelines.
- 8.2. Bidder will have to qualify and render UIDAI services (Enrolment/Updation) as entrusted by the Bank under OPEX model at designated locations to all residents of INDIA, duly complying with Bank, RBI, UIDAI, NABARD, GOI, State Govt. guidelines and other regulatory guidelines.
- 8.3. The successful bidder shall ensure that in addition to security features- as stipulated by the Bank from time to time- deployed in the hardware, controls and operational procedures should ensure protection of the bank from loss, disclosure or frauds.

- 8.4. The successful bidder shall indemnify the Bank from transaction risk (from hardware error, human error, negligence and mismanagement) and fraud risk (loss to earnings or capital or penalties due to intentional deception by its employees, customers, agents, external entities, etc).
- 8.5. The successful bidder shall indemnify the Bank and hold the bank harmless against loss or liability, claims actions or proceedings if any, that may arise through the action of its operators, employees, agents, contractors, etc.
- 8.6. The successful bidder shall assist the Bank in identifying potential risks in the solution, remedy any of the identified risks, develop strategies to measure, monitor and mitigate those risks and implement new controls.
- 8.7. The successful bidder shall maintain adequate documentation, records, audit trails, etc and cooperate with the UIDAI, RBI/Bank's internal audit teams, regulatory authorities and third-party external auditors for conducting periodical audit and arrange for necessary access to relevant information / assets under the control of the bidder and other consortium members.
- 8.8. Financial Exposures & Performance risks from third-party service providers under the project would be regulated and mitigated through Financial Guarantees, Collateral Securities, etc based on risk perception of the Bank.

9. TECHNICAL DELIVERABLES:

- 9.1. The Bidders shall be required to ensure that the ASK is located within the Banks branches Geographical area allotted.
- 9.2. The Bidders shall be required to provide training and operational support for the end-to-end infrastructure supporting the ASK services - Opex model including the Laptop/Desktop, IRIS Scanner, Slap Scanner & Printer cum Scanners, Digital cameras, GPS Devices, as per the specifications given by UIDAI (STQC) mentioned in ANNEXURE-VII
- 9.3. Bidders shall own and operate entire Hardware including the front-end systems and all hardware applications, network connectivity, consumables, Stationery etc at the ASK would be to the cost of the Bidder.
- 9.4. Bidders shall provide devices required at the ASK locations for enrollment, updation, such as Laptop/Desktop, finger-print & Iris scanner, camera, printer cum scanner, GPS device, Camera user training, technical documentation, training materials etc.
- 9.5. Bidders will have to deploy the solution at the designated locations within the time period specified for the purpose.

- 9.6. Bidders shall ensure that faulty front-end equipment is repaired or replaced within a maximum period 72 hours of reporting. A penalty of Rs. 100/- per day for the period beyond the permitted time line will be levied subject to a maximum penalty of Rs 1,000/- per month till the ASK location is functional. Further, Fixed charges shall not be paid to the Service provider until the ASK is activated/Functional.
- 9.7. Adequate number of spare machines, etc should be maintained by Bidder for immediate replacement.
- 9.8. Network security between UIDAI server and ASK station will be at the sole responsibility of the bidder.

9.9. TECHNOLOGY REQUIREMENTS/SPECIFICATION

- 9.12.1 The Technology will include providing and maintaining devices for ASK, internet connection etc by the vendor.
- 9.12.2 The device deployed should have STQC certification.
- 9.12.3 For customer enrolment, including biometric capturing, devices must be compliant with the requirements of UIDAI verifications as per standards mentioned at technical specification.
- 9.12.4 All security features as per the guidelines of UIDAI/STQC and other regulatory authorities to be adhered to by the Vendors.
- 9.12.5 The successful bidder/s has to adhere to the guidelines being issued by the bank from time to time.
- 9.12.6 The successful bidder/s shall maintain sufficient inventory of Consumables at all the district headquarters in the respective ASK allotted to them.
- 9.12.7 The successful bidder/s shall be required to supply hard-wares relating to any new services to be enabled at ASK locations / any other new process mandated in future by UIDAI.

9.10. Security Features:

- 9.10.1. All Devices should conform to the specifications/Guidelines of the UIDAI/STQC and other regulatory agencies.
- 9.10.2. The Successful Bidder shall update/upgrade the devices at his cost as per the guidelines of the Bank/ regulatory authorities as and when required without loss of time.
- 9.10.3. Operators should not use ASK kit for other than ASK activities.

9.11. INCIDENT MANAGEMENT

- 9.11.1. The Successful Bidder shall provide a help desk with adequate numbers of phone lines for incident management. On finding an equipment to be not functioning, the Operator would advise on the pre-designated number of help desk regarding the same. The Help Desk representative would then issue a ticket number to the operator which he will quote

in all subsequent communications till resolution of the issue. The defective part of the equipment would be replaced by a representative of the Successful Bidder under a sign off from the equipment operator.

- 9.11.2. As a part of facility management the Successful Bidder shall have minimum THREE technically competent resources at the service area of the bank at the vendor's cost, who shall be available as per Bank's working hours for attending any troubleshooting/updates/modifications in concurrence with the bank.

9.12. MAINTENANCE AND SUPPORT

At the time of operationalizing the solution & introduction of new product/utility, training is to be provided to the Operator clearly delineating the Do's and Don'ts and Best Practices for maintaining the equipment. It would be the responsibility of the Successful Bidder to ensure that the equipment is handled carefully. However, Successful Bidder would provide active Help Desk facilities for reporting of all such field incidents. For the passive hours there would be a facility to log the call on an IVR. However, the time for turnaround would be counted from the time the Help Desk becomes active next time.

9.13. TECHNOLOGY CONTROLS

- 9.13.1. Security audit should be carried out for the technology, process and people through a competent and mutually agreed third party.
- 9.13.2. Bidder shall provide hardware, which is highly reliable to support UIDAI specifications.
- 9.13.3. Systems should be available to support uninterrupted services to the customers duly meeting the contractual obligations of the Bank towards third-parties and customers.

10. SCOPE OF WORK:

- 10.1.1. Supply of Trained and UIDAI Certified Manpower and KIT at the rate of one operator/supervisor for one ASK to function as operators cum supervisors at the 63 Aadhaar Seva Kendras set up by the Bank inside the branch premises, and to ensure that the enrolments/updates are in accordance with prescribed processes and guidelines of UIDAI.
- 10.1.2. Supply of Aadhaar enrolment kits conforming to UIDAI specifications along with Bidders' own arrangement of independent Internet Connectivity in the 63 identified branches by the bank.
- 10.1.3. Supplier will ensure that the manpower supplied by him as stated above will use equipments, and adhere to the

processes for this activity strictly in accordance with the standards prescribed by UIDAI from time to time.

- 10.1.4. The bidder shall ensure the equipment supplied by them comply with the latest versions of policy / process / technology requirements and guidelines issued by UIDAI from time to time.
 - 10.1.5. The Supplier shall ensure that their agents/employees/operators cum supervisors are properly trained to handle with care their responsibilities particularly aspects like soliciting customers, hours of calling, privacy of customer information and informing the correct terms and conditions of the products offered etc.
 - 10.1.6. The Vendors shall strictly adhere to the processes and guidelines issued by the UIDAI in respect of the undertaking the tasks for Aadhaar Enrolment/Updates and shall not divulge any information to unauthorised persons nor shall allow access to any of the hardwares deployed.
 - 10.1.7. Bank will entrust the process of enrollment/updates to the Successful Bidder. The Successful Bidder may engage his representatives to carry out the operations duly complying with Bank's norm and other associated norms of GOI/RBI/UIDAI/IDRBT/IBA/legal guidelines.
 - 10.1.8. The equipment provided for the above stated front-end activity should be robust, reliable & easy-to-use.
 - 10.1.9. The Successful Bidder shall also ensure that the operators are frequently trained and kept updated with UIDAI guidelines, policies, etc as may be required to discharge their roles and serve the target-customers.
- 10.2. MANAGEMENT INFORMATION SYSTEM:**
- 10.2.1. Bidders shall have their own internal monitoring mechanism for operators activities and performance. The bidder shall put in place an effective communication mechanism for its Operators.
 - 10.2.2. The successful bidder shall assist the bank in defining exceptional transactions and monitor all such exceptional transactions and report to Bank as and when found.

11. QUALITY OF MANPOWER:

1. The Service provider shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications and skills and experience.
2. The Service provider shall confirm that every person deployed by them on the project has been vetted through a third-party/Police Verification background check prior to their engagement. Vendor shall submit a declaration that due-diligence/background verification has been done in respect of all their employees/operators

3. It is expected that the manpower supplied under this RFP is expected to be not just technically capable and certified to handle the task of AADHAAR enrolment and updations, but also have and display the qualities required for serving the public. If and where the Bank finds deficiency in such qualities, sluggishness in handling the task assigned or an arrogant behaviour with public / customers of the Bank, the Bank may seek a replacement of such resource with no obligation to provide either a complaint in writing or a proof of such behavior.
4. The vendor shall immediately take cognizance of such request and provide the replacement sought. Bank reserves the right to entry into its premises for such persons whose replacement is sought and delay in providing the replacement beyond 3 day's time would entail appropriate liquidated damages / penalties as detailed elsewhere in this document. Further, the bidders will also be liable for the penalties that may be levied by UIDAI.

While appointing Operators following general guidelines should be followed by Service Provider:

It is better to appoint an operator from same vicinity (Pincode) of the ASK allotted so that the expenditure of the operator for travelling and lodging can be restricted.

12. IMAGE BUILDING AND TRUST

- 12.1.1 Operators to create awareness about the ASKs located in Bank branches.
- 12.1.2 Bidders to do due diligence for operator selection.
- 12.1.3 Arrange for training of Operators time to time.

Technical Requirement

- 12.1.4 Safe up-keeping of front-end device viz.Desktop/laptop,IRIS scanner,SLAP/finger scanner, GPS device, printer cum scanner, monitor etc.
- 12.1.5 Keeping the passwords secret to obviate any possibility of unauthorized use of the technology device.

12.2 Operational Requirement

- 12.2.1 Approval from the Bank for establishing a ASK at any centre.
- 12.2.2 Enrollment/Updations of the customer/residents as per the process approved by UIDAI.
- 12.2.3 Maintaining secrecy about customer information.
- 12.2.4 SP will ensure regular payment of remunerations to the Operators.
- 12.2.5 SP will ensure availability of consumables like printing paper, ribbon etc at the ASKs.

- 12.2.6** Forwarding any feedback / complaint received from the customers/residents to the bank.
- 12.2.7** Risk mitigation process in operations.
- 12.2.8** Arranging insurance for all devices deployed at the ASKs.
- 12.2.9** In case of temporary / permanent termination of operator at any outlet, SP to make alternate arrangement to ensure continuity of UIDAI services to the customers/residents within 15 days. A penalty of Rs.1000/- per day for the period beyond the permitted time line will be levied subject to a maximum penalty of Rs 10,000/- per month till the ASK location is functional.
- 12.2.10** Operator shall function as per the branch working hours where the ASK is located for ASK activity failing which it will be treated as the operator is absent for the day.
- 12.2.11** The weekly / public holidays of Operator shall be as applicable as per the branch where the ASK is located.

Legal Requirement

- 12.2.12** Persons / operators engaged by SP are not the employees of the bank and the bank shall not be responsible in any manner for payment of wage remuneration nor payment for PF, EPF due to such persons.
- 12.2.13** Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts & records including Hardware provided to the Bank under this RFP and the vendor shall extend all cooperation in this regard.
- 12.2.14** The vendors shall not assign to any one, in whole or in part, it's obligations to perform under the RFP/contract, except with the Bank's prior written consent.
- 12.2.15** Any publicity by the bidder in which the name or logo of the Bank is to be used, will be done only with the explicit prior written permission of the Bank.
- 12.2.16** The Hardware in transit and inside Bank branch are to be insured by the bidder against all risks of loss or damages.

13. Human Resource Requirement:

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

- 13.1** The successful bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications & skills and deployment experience for all critical activities.
- 13.1.1.** The Bidder shall provide a contingent of well trained personnel and extend necessary mentoring & operational support to the intermediary network of agents, etc. as part of the solution/service.
- 13.2.** Bidder shall confirm that every person deployed by them on the project have to submit Police verification certificate/Police verification acknowledgement copy prior to their engagement.

Wherever police verification acknowledgement copy is taken, the police verification certificate should be submitted within 60 days from the date of Acknowledgement slip. Bank shall have the right to remove such deployed person where Police verification certificate is not submitted within stipulated time.

- 13.3. In case the performance of the Bidder/their operators/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, the Bidder shall have to replace the said person within the time limit stipulated by the Bank. Where the Bidder fails to comply with the Bank's request, the Bank may replace the said person or their agents/employees on its own.
- 13.4. No right to employment in the Bank shall accrue or arise to the employees or agents of the Bidder, by virtue of engagement of employees, operators, etc. of the Bidder for any assignment under this project. It is further clarified that the arrangement herein with the Bidder is a contract for service.
- 13.5. The Bidder shall extend all of the outsourced UIDAI's Enrolment/Updation services by deploying such personal who has high integrity and meet the qualifications & other criteria stipulated by the UIDAI, Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948.
- 13.6. Further in case of any penalty or punitive action by UIDAI or any other statutory authority in the matter will be the responsibility of the SP and any claim by the Bank in this regard will have to be compensated by the SP within 1 month. For delay in compensation interest @ 1% per month or part thereof will be payable.
- 13.7. The Service Provider should not collect non-refundable deposits from Operators.
- 13.8. All infrastructure item including Laptop/Desktop, Iris scanner, Finger Scanner, GPS device, Camera, Printer cum scanner, table light etc. will be owned by the bidder.
- 13.9. The Service Provider should not, in any way, convey to the Operators that they can claim jobs with the bank on account of becoming ASK Operator. In this regard, a suitable clause should be included in the agreement entered between SP & Operator.
- 13.10. SP will enter into a comprehensive agreement with Operator. A draft of such agreement is to be submitted along with the Technical Bid. Any suggestion given by the bank should be incorporated in the BCA agreement.
- 13.11. Each operator must perform minimum 100 eligible transactions per month. If non-performance continues for 3 months, Bank may ask to change the Operator without any cost to Bank.
- 13.12. In the case of failure on the part of the SP to establish ASKs at any allotted centers a penalty of Rs. 100/- per day for the period beyond

the permitted time line will be levied subject to a maximum penalty of Rs 1,000/- per month till the establishment of the centers. Bank also reserves its right to offer the centre/s to other bidders/service provider solely at its discretion.

- 13.13. Without prejudice to the bank's right to terminate the agreement, for any defective service or inability to provide the service for any reason or for non-functioning of the ASK for any reason, beyond 7 (seven) working days continuously, a penalty @ Rs. 1000/- per day (from the 11th day onwards) may be levied for each of the ASK center with a maximum of Rs 10,000/- per month per ASK. The penalty will come into force after three month from the date of activation of ASK and will be levied on SP.

14. PAYMENT TERMS:

- 14.1. Payment will be made by the Bank on monthly basis in arrears on aggregated basis within 20 days on submission of original invoices by the Service Provider duly countersigned by authorized signatory after deducting applicable penalties and TDS, if any
- 14.2. **In case, if any guidelines are issued by government/SLBC for suspension of Aadhar enrolment operations, then the payment shall not be paid during the suspended period.**

- 14.3. The SP is eligible for fixed & variable charges stipulated as under

SI. No.	SP Activity	Commission Payable
1	Fixed Charges:	Rs.300/-+GST Per day per ASK (Only on Bank Working days).
2	<p>Vairable Charges:</p> <p>The Bank will share revenue with the vendors in respect of charges collected for Aadhaar updates by the Bank at branches. Bank will not share any other revenue received from UIDAI i.e. fees received on fresh Aadhar Enrolments/bio metric updates etc., Bank will also not pay any other charges apart from the above mentioned charges.</p>	As per Commercial Bid quoted by the Successful Bidder

Note:

The above rates are inclusive of all taxes & charges other than GST.

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

15 REVIEW AND MONITORING MECHANISM:

- a. Bank will evaluate the Bidder on an ongoing basis and may take a suitable decision for continuation/ termination / expansion of contracted services based on the Annexure XII.
- b. The project shall conform to Bank's/UIDAI's policies and would be subject to Internal and External audits. The Bidder is required to extend all necessary co-operations to facilitate audit process.
- c. Bidder shall have adequate audit controls and track normal and exceptional transactions.
- d. Bank will utilize the services of internal or external auditors for ensuring proper operations by Bidders.
- e. Bank may also arrange for a random verification of ASKs for better control.

16 Micro & Small Enterprises [MSEs]:

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

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

16.2.1 District Industries Centres or

16.2.2 Khadi Village Industries Commission or

16.2.3 Khadi & Village Industries Board or

16.2.4 Coir Board or National Small Industries Corporation or

16.2.5 Directorate of Handicrafts & Handloom or

- 16.2.6** Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
- 16.2.7** For ease of registration of Micro and Small Enterprises (MSMEs), Ministry of MSE has started Udyog Aadhaar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.
- 16.3** MSEs participating in tenders, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 in a situation where L1 price is from someone other than MSE & such MSE shall be allowed to supply at least 25% of total tendered value. In case there are more than one MSEs within such price band and agree to bring down their price to L1, the 25% quantity is to be distributed proportionately among these Bidders and the awarding of such contract is solely at the discretion of the bank.
- 16.4** The Eligible MSEs who intend to match the L1 Price (ultimately decided by the Bank) shall indicate the willingness to match the L1 Price within 6 working days from the date of communication from the Bank to avail the purchase preference.
- 16.4.1** When L1 price of a cluster is from someone other than MSE and when more than one MSE has quoted within price band of L1 +15%, then lowest quote among the MSEs in the cluster will be given a chance to match L1 price within 6 (Six) days of communication. In Case, Lowest among MSE agrees and matched the L1 price, then 25% of the locations will be allocated to MSE.
- 16.4.2** In case, lowest among MSE is not agreeing to match the L1 price, the next lowest among MSE will be given a chance to match the L1 price. This process of price matching exercise will continue till the last MSE in the cluster who has quoted within price band of L1+15%.
- 16.4.3** In case, none of the MSE bidders who have quoted within price band of L1+15% agree to match the L1 price, it will be treated as MSE Purchase Preference is exercised by the bank, but not opted by MSE bidders.
- 16.4.4** In case, when two MSE bidders have quoted the same price, then the bidder who has secured highest technical score will be first asked to match L1 Price.
- 16.5** The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.

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

17 Start-up:

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

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

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

18 Procurement through Local Suppliers (Make in India):

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

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

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

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

19 Application of Purchase Preference:

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

BID PROCESS

20 Clarification to RFP and Queries:

- a. All communications regarding clarifications of any doubts shall be addressed to mid@kvgbank.com by the intending bidders before 05:00 PM on 24/12/2021.
- b. No queries will be entertained from the bidders after the above date and time.
- c. The Bank will consolidate all the queries and any further queries during the pre-bid meeting and the same shall be clarified during pre bid meeting.

21 Pre-Bid meeting:

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

Date	Day	Time	Venue
27.12.2021	Monday	3.00PM	Head office, Dharwad

No separate communication will be sent for this meeting. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested bidders shall be present during the scheduled time. In this connection, Bank will allow **only ONE representative** from each Bidder to participate in the pre-bid meeting.

Interested bidders shall share the scanned copy of authorization letter as per annexure XVII and valid ID proof of the Representative by email to mid@kvgbank.com latest by 24.12.2021.

- b. Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- c. Bank will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the Bidders in the meeting.
- d. Non reply to any of the queries raised by the vendors during pre-bid Meeting shall not be considered as acceptance of the query/issue by the Bank.

22 Amendment to Bidding Document:

- a. At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a

clarification requested by prospective bidder, may modify the bidding document, by amendment.

- b. Notification of amendments will be made available on the Bank's website only (<https://www.kvgbank.com/>) and will be binding on all bidders and no separate communication will be issued in this regard.
- c. In order to allow prospective bidders to take the amendment into account in preparing their bids, the Bank at its discretion, may extend the deadline for a reasonable period as decided by the Bank for submission of Bids.

23 Bid System Offer:

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

- a. Part A-Technical Proposal: Indicating the response to the Technical specification for implementation of SUPPLY OF ASK(AADHAR SEVA KENDRAS) KITS AND MANPOWER -OPEX MODEL AT BANK BRANCHES.(Annexure II to XV).
- b. Part B-Commercial Bid: Furnishing all relevant information as required as per Bill of Material as per Annexure-XVII along with Commercial Bid Undertaking Letter as per Annexure - XVI.

24 Preparation of Bids:

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

c. Part A-Technical Proposal:

- i. Technical Proposal should be submitted as per the format as per Annexure II to XV. Relevant technical details and documentation should be provided along with Technical Proposal.
- ii. It is mandatory to provide the technical details in the exact format of Annexure-VII of this tender.
- iii. The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.
- iv. In case of any contravention of technical specification detected at any stage which is not explained to the satisfaction of the Bank, the technical specifications elaborated in RFP shall prevail and the bidder shall be considered as disqualified ab initio and it shall be presumed

that the commercial bid of such bidder was never opened by the bank.

- v. The Bank shall not allow / permit changes in the technical specifications once it is submitted.
- vi. The relevant product information, brand, and model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the Offer. Failure to submit this information along with the offer may result in disqualification.
- vii. The Technical Proposal should be complete in all respects and contain all information sought for, as per Annexure II to XV. Masked Bill of Material must be attached in Technical Offer and should not contain any price information. The Technical Proposal should be complete and should cover all products and services. Technical Proposal without masked Bill of Materials will be liable for rejection.
- viii. Masked Bill of Material which is not as per below instruction will make Bid liable for rejection:
 - 1. Should be replica of Bill of Material except that it should not contain any price information (with Prices masked).
 - 2. It should not provide any price information like, unit price, tax percentage, tax amount, AMC/ATS charges, Implementation Charges etc.

d. Part B-Commercial Bid:

- i. Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. Bill of Material should give all relevant price information as per Annexure-XVII. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.
- ii. Under no circumstances original Bill of Material should be kept in Part A (i.e. Technical Proposal). The placement of Bill of Material in Part A (i.e. Technical Proposal) will make bid liable for rejection.
- iii. The Bill of Material must be attached in Technical Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal and Commercial Bid, except that the Technical Proposal should not contain any price information (with Prices masked). Any change in the Bill of Material format may render the bid liable for rejection.
- iv. Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- v. Any change in the Bill of Material format may render the bid liable for rejection. The Commercial Bids that are incomplete or conditional are liable to be rejected.

25 Documentation:

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

26 Costs & Currency:

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

27 Erasures or Alterations:

The Offers containing erasures or alterations or overwriting may not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. The Bank may treat such Offers as not adhering to the tender guidelines and as unacceptable.

28 Assumptions/Presumptions/Modifications:

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

29 Bid Opening:

- a. The Part A-Technical Proposal shall be opened in virtual presence of the Bidder's representative/s as scheduled in the RFP and/or its amendment to this RFP.
- b. Bid Opening will be held offline and participants/ Bidder's representative/s are to attend the meeting at Karnataka Vikas Grameena Bank Head office, Dharwad.
- c. Bidder should carry authorization letter and valid ID card of the participant.
- d. Upon perusal of the same, the date, time and location will be shared.
- e. The Bidders may note that no further notice will be given in this regard. Further, in case the bank does not function on the aforesaid date due to unforeseen circumstances or declared as holiday then

the bid will be accepted up to 3.00 PM on the next working day and bids will be opened at 3:30 PM at the same venue on the same day.

- f. The following details will be announced at the time of bid opening.
 - i. Name of the Bidders.
 - ii. Presence or absence of cost of the Bidding document and Bid security.
 - iii. Such other details as the Bank at its discretion may consider appropriate.
- g. If any of the bidders or all bidders who has submitted the tender are not present during the specified date & time of opening, it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the Part A – Technical Bid in their absence.
- h. The Part A-Technical Proposal submitted by the bidder will be evaluated based on the Eligibility Criteria as per Clause 3 and its sub clause, Technical Evaluation Criteria (Minimum 60% Marks to be obtained) and functional requirements as per Annexure VII as stipulated in RFP document.
- i. The Commercial Bid of only those bidders who are qualified in Part-A Technical Proposal will be opened and the time & date of opening the commercial Bid shall be advised to the technically qualified bidders individually by email.

SELECTION OF BIDDER

30 Preliminary Scrutiny:

- a. The Bank will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of RFP, whether the documents have been properly signed, items are offered as per RFP requirements and technical documentation as required to evaluate the offer has been submitted.
- b. Prior to detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the bidding document. Substantial responsiveness means that the bid conforms to all terms & conditions, scope of work, technical specifications and bidding document is submitted without any deviations.

31 Clarification of Offers:

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

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

32 Evaluation of Technical bids:

- a. The Bank will evaluate the bid submitted by the bidders under this RFP. The Part A-Technical Proposal submitted by the bidder will be evaluated based on Technical Evaluation Criteria defined in this RFP. The Commercial Bid of only those bidders who qualified in Part A-Technical Proposal will be reckoned for evaluation purpose.
- b. The Bid will be evaluated by a Committee of officers of the Bank. If warranted, the Bank may engage the services of external consultants for evaluation of the bid. It is Bank's discretion to decide at the relevant point of time.
- c. Bank will prepare a list of Bidders based on evaluation by a Committee of the Bank. The short-listing will be based on various parameters such as compliance with pre-qualification criteria as per terms of the tender documents, functional fit of the solution to the requirements of the Bank, responses, past experience, site-visits (if deemed necessary), referrals, presentations, technology, etc in addition to technical compliance of the solution offered by the bidder vis-à-vis the technical specifications given in the technical bid forms.
- d. Prior to detailed evaluation Bank will determine the substantial responsiveness of each Bid to the Bidding Document. Substantial responsiveness means that bid conforms to all terms and conditions of the Pre-Qualification Criteria and Bidding Document without any material deviations.
- e. The Bank may call for any clarifications/ additional particulars required, if any, on the technical bids submitted by the bidder. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time.
- f. Bank reserves right to call for a presentation on the features etc., from the short listed Bidders based on the technical bids submitted to make an evaluation. The commercial bids of the technically qualified bidders only will be considered for commercial bid evaluation.
- g. Bank reserves the right to evaluate the bids on technical and functional parameters including possible visit to inspect live sites of the Bidder and witness demos of the system and verify functionalities, response times, etc.
- h. Technical evaluation will take into consideration, the capability of the bidder to implement the proposed solution.
- i. Bidders should score minimum 60% marks out of 100 marks as per scoring matrix to become eligible for participating in the Commercial Bid. In other words, Commercial bid of those bidders who secured

minimum 60% marks in technical evaluation criteria only will be opened.

- j. Only those eligible bidders whose Technical bids have been found substantially responsive and who have scored minimum 60% marks in technical evaluation would be intimated by the Bank about their responsiveness and about the revised/updated Technical & Functional Specification (if any). In case of normalization and/or revision, they would also be advised to submit fresh "Price Bid" which should either be equal to or less than the prices quoted in the Original Price Bid where there is no upward revision of specifications.
- k. The bank may use the services of external consultants for bid evaluation, if required.
- l. The bank will evaluate and compare the Price Bids, of all the technically short-listed Bidders. The commercial bid will be opened in the presence of representatives of bidders who are shortlisted in the technical bid.
- m. Evaluation criteria, evaluation of the responses to the RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion. Its decision shall be final and no correspondence about the decision shall be entertained.
- n. The rates quoted by the Service Provider will be valid for the duration of the tenor of the agreement and extended tenor of the agreement as the case may be.
- o. Bank reserves the right to cancel the bidding process for the RFP is floated at the sole discretion of the Bank.

33 Bidders Presentation /Site Visits / Product Demonstration/POC

- a. Bidders are required to prepare for making necessary presentations as a part of the final evaluation in accordance with the responses given for the identified requirements any time after the last date for submission of bids.
- b. Bidders are further required to be prepared to demonstrate the proposed solution by arranging for a product walk-through at their own installations/principals/R&D labs duly meeting the specific requirements / issues raised by Bank. Bank may at its discretion as a part of the evaluation of the technical bid may request either all bidders or any of them to arrange for this demonstration of their product more than once if felt necessary before opening commercial bid.
- c. All expenses incurred in connection with the above shall be borne by the bidder. **However, Bank shall bear the travelling, boarding and lodging expenses related to its own personnel and Consultants.**
- d. Setting of evaluation criteria for product demonstrations shall be entirely at the discretion of Bank. The decision of Bank in this regard shall be final and in this regard, no correspondence shall be entertained.

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

34 Technical Evaluation Criteria:

- a. The Bank's evaluation of the technical bids will take into account the following factors and based on such evaluation a list of technically qualified bidders will be short-listed:
- i. Compliance of terms and conditions stipulated in Clause 3 & its sub clause of RFP duly supported by documentary evidence called for therein.
 - ii. Submission of duly signed Annexure – II to XV along with documentary evidence of the RFP.
 - iii. Status of Compliance of terms and conditions as per Annexure XII of this RFP.
 - iv. Review of written reply, if any, submitted in response to the clarification sought by the Bank, if any.
 - v. Technical scores shall be granted based on the criteria mentioned in the RFP

b. Technical Evaluation Matrix

S. No	Parameter	Documents required	Maximum Marks	Bidder Score
1	Net-worth as on 31.03.2021 <ul style="list-style-type: none"> ▪ Above 05 Cr (10 Marks) ▪ 3 Cr to 5 Cr (07 marks) ▪ 1 Cr to 03 Cr (05 Marks) ▪ 00 Cr to 01 Cr (02 Marks) 	Audited Balance Sheet along with Auditor Certificate with UDIN	10	
2	ISO 9001 /27001/20001 <ul style="list-style-type: none"> ▪ All 3 certification (07 Marks) ▪ Any 2 certification (06 Marks) ▪ Any 1 Certification (05 Marks) 	ISO Certificate	07	
3	Empanelment letter from UIDAI as Enrolment Agency and having done satisfactory Enrolment/updates <ul style="list-style-type: none"> ▪ Letter from UIDAI (06 Marks) 	UIDAI Letter	06	

	<ul style="list-style-type: none"> ▪ No Empanelment from UIDAI (01 Marks) 			
4	<p>Total ASK locations in PSB/RRB in India</p> <ul style="list-style-type: none"> ▪ Above 200 (15 Marks) ▪ 100 to 200 (12 Marks) ▪ Less than 100 (09 Marks) 	Bank Letter from PSB / RRB	15	
5	<p>Tie up with PSBs/RRBs in India</p> <ul style="list-style-type: none"> ▪ Above 4 (10 marks) ▪ 3 (08 marks) ▪ 2 (06 marks) ▪ Less than 2 (04 Marks) 	Bank Letter from PSB / RRB	10	
6	<p>States & Union Territories Covered in PSB/RRB in India</p> <ul style="list-style-type: none"> ▪ Above 11 (10 marks) ▪ 9 to 11 (08 marks) ▪ 6 to 8 (06 marks) ▪ 3 to 5 (04 marks) ▪ Less than 3 (02 Marks) 	Bank Letter from PSB / RRB	10	
7	<p>Percentage of Active ASK Locations PSB/RRBin India</p> <p>(Active ASK in June '21+July'21+August'21)/3/Total allotted ASK *100</p> <ul style="list-style-type: none"> ▪ Above96.00% (12 Marks) ▪ 92.01% - 96.00% (10 Marks) ▪ 88.01 % - 92.00 % (08 Marks) ▪ 84.00% - 88.00 % (06 Marks) ▪ Less than 84.00% (03 Mark) <p>Active ASK = ASK location Eligible for payment from PSB/RRB.</p>	Bank Letter from PSB / RRB	12	
8	<p>No of Operators Blacklisted in from Sept-21 to Nov 21 out of total ASK locations.</p> <ul style="list-style-type: none"> ▪ 0-10% (12 Marks) ▪ 10.01 % 20.00 % (09 Marks) ▪ 20.01 % - 30.00% (06 Marks) ▪ 30.01 % - 40.00% (03 Marks) ▪ Above 40.00 % (01 Marks) 	Bank Letter from PSB / RRB	12	

9	<p>Penalty Imposed from UIDAI in the from June 21, July 21 & August 2021.</p> <p>(Active ASK in June '21+July'21+August'21)/3/Total ASK)</p> <ul style="list-style-type: none"> ▪ 0-200 (14 Marks) ▪ 201-350 (12 Marks) ▪ 351-500 (10 Marks) ▪ 501-650 (08 Marks) ▪ Above 651 (06 marks) 	Bank Letter from PSB / RRB	14	
10	<p>EPF Remittance in from June 21, July 21, Aug 21</p> <p>(Total Number of active EPF subscribers/Total ASKs allotted)</p> <ul style="list-style-type: none"> ▪ Above 25 % (04 Marks) ▪ 15.01 % - 25.00 % (03 Marks) ▪ 05.01 % - 15.00% (02 Marks) ▪ Less than 5% (01 Marks) 	EPF Payment Reciept from June 21 to Aug 21	04	
	Total Minimum Marks to be obtained to be qualified in Technical Bid – 60%	Total marks	100	

Note:

1. Bidders to submit relevant documents in support from their respective Banks of their position under all the above parameters.
2. Bidders should score minimum 60% marks out of 100 marks as per scoring matrix to become eligible for participating in the Commercial Bid. Commercial bid of those bidders who secured less than 60% marks in technical evaluation criteria only will be opened only upon Bank's discretion.

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

35 Validity of bids:

- a. **Commercial Bids shall remain valid for 365 days from the date of opening of Commercial Bid.**
- b. **In exceptional circumstances, the Bank may seek the Bidders' consent for extension of the period of validity. The request and the responses thereto shall be made in writing.**

36 Correction of Errors in Commercial Bid:

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

- a. Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.
- b. If there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly.
- c. If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
- d. If there is discrepancy in the total arrived at Bill of Material (addition, subtraction, multiplication, division and carryover of amount from one page to another), correct total will be arrived by the Bank and the same will prevail over the total furnished in the Bill of Material
- e. If there is a discrepancy between words and figures, the rate/ amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case, the amount in figures will prevail, subject to the above two provisions.
- f. If the bidder does not accept the correction of errors, the bid will be rejected.

37 Normalization of Bids:

- a. The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that, shortlisted bidders are more or less on the same technical ground.
- b. The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

38 Determination of L1 Bidder:

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

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

- 42.3** The L-1 bidder will be determined on the basis of the lowest price quoted in Bill of Material as per Annexure XVII.
- 42.4** In case, two or more bidders have quoted the same lowest quote (L1), then the bidder secured highest technical score amongst such bidders shall be the successful bidder.

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

39 Awarding of Contract:

- a. Technically qualified Bidder whose commercial bid is accepted and quotes the lowest in commercial bid will be referred to as selected Bidder. Bank will follow the internal procedure for necessary approvals and thereafter proceed with notification of award of contract.
- b. The contract shall be awarded and the order shall be placed on selected Bidder. Bank releases the order either in Full or in part or place more than one order towards the contract based on banks requirements.
- c. While awarding contract, bank at its sole discretion shall allot ASKs among the successful bidders and it would be final & conclusive and binding upon the selected bidders.
- d. The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the Selected Bidder shall be the date of acceptance of the order by the bidder.
- e. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.
- f. On failure of the selected bidder to accept the order within stipulated time, Bank shall be at liberty to proceed with other technically qualified Bidders within the purview of the same RFP by calling for fresh commercial quotes either considering existing commercial quote or fresh commercial quote. The initially selected bidder stands disqualified for further participation in the subject bid.
- g. Within 15 days from the date of acceptance of the order by the selected bidder, the bidder shall sign a stamped "Contract agreement" referred to as Contract in this RFP, with Bank, at the time, place and in the format prescribed by Bank. All stamp duty charges applicable on the agreement shall be borne by the selected bidder.

40 Intimation to Qualified/Successful Bidders:

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

41 Bank's right to accept any Bid and to reject any or all Bids:

- a. The Bank reserves the right to accept or reject any Bid /offer received in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract of award, without thereby incurring any liability to the affected or Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action. The Bank reserves the right to reject any Bid on security and/or other considerations without assigning any reason.
- b. The Bank reserves the right to cancel the entire Bidding/procurement process at any stage without assigning any reason whatsoever.

42 REVIEW OF SERVICES:

- a. The performance of the Service Providers will be reviewed, Operator/ASK wise, by the bank every month initially, and thereafter at such intervals as the bank may decide. The bank reserves the right to terminate the contract at any point of time if:
 - i. The services are found to be unsatisfactory;
 - ii. There is a consistent failure to maintain the customer satisfaction;
 - iii. Desired levels of output by the Service Provider are not met;
 - iv. The customers/residents serviced by the Service Provider complain to the Bank that the Service Provider is inefficient;
 - v. There is fraud detected in transactions done by the operators; or
 - vi. Any other reason, which in the opinion of the bank is not conducive to the continuation of the Services of the Service Provider.
- b. However, before terminating the contract, the bank will give a written notice specifying the defects in services to Service Provider and seek rectification of the defects within a period of 7 days. In case the defects are not rectified, the contract will be terminated.
- c. It is expected that Operators are engaged & are activated in the locations mentioned in Annexure I of this RFP within 45 days of award of contract/ work order/Intimation. Shortfall of more than 20% in achieving the above targets will result in the services being treated as 'unsatisfactory'.

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

43 COMPLIANCE WITH LAWS:

- a. The Bidder shall undertake to observe , adhere to, abide by, comply with and notify Bank about all laws in force or as are made applicable in future, pertaining to or applicable to them, their business , their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its employees/ officers/ staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- b. The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc, as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above & all other statutory obligations arising there from and Bank shall give notice of any such claim or demand of liability within reasonable time to the Bidder.
- c. The Bidder agrees that the Bidder shall not be entitled to assign / sub lease/sub contract any or all of its rights and/or obligations under this tender and subsequent Agreement to any entity including Bidder's affiliate without the prior written consent of Bank.
- d. In case Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bidder under this RFP.

44 COMPLIANCE WITH STATUTORY AND REGULATORY PROVISIONS:

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

45 SOCIAL MEDIA POLICY:

- a. No person of the bank or the Contractors and third parties shall violate the social media policy of the bank.
- b. The following acts on the part of personnel of the Bank or Contractor and third parties shall be construed as violation of Social Media Policy:
 - i. Non adherence to the standards/guidelines in relation to social media policy issued by the bank from time to time.
 - ii. Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of social media related systems and procedures.

46 Taxes and Duties:

- a. The Service Provider shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc.
- b. Providing clarifications/particulars/documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc will be the responsibility of the Service Provider at his cost.
- c. 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 Service Provider. 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 Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by the Service Provider in respect of this contract.
- d. The Service provider shall deduct such applicable taxes out of the payments made to the Operators and remit to the concerned authorities within the stipulated time line. The Bank shall not be responsible for the same whatsoever.
- e. **Goods and Service Taxes (GST) and its compliance:**
 - i. Goods and Service Tax law in India is a comprehensive, multi-stage, destination based tax that will be levied on every value addition. Service provider shall have to follow GST law as per time being enforced along with certain mandatory feature mentioned hereunder-
 - ii. TDS (Tax Deducted on Source) is required to be deducted as per applicable under GST law on the payment made or credited

to the Service Provider of taxable goods and Services. It would enhance the tax base and would be compliance and self maintaining tax law based on processes. The statutory compliances contained in the statutes include obtaining registration under the GST law by the existing assesses as well as new assesses, periodic payments of taxes and furnishing various statement return by all the registered taxable person.

- iii. It is mandatory to pass on the benefit due to reduction in rate of tax or from Input Tax Credit (ITC) to the Bank by way of commensurate reduction in the prices under the GST law.
- iv. If Service Provider as the case may be, is blacklisted in the GST (Goods and Services Tax) portal or rating of a Service Provider falls below a mandatory level, as decided time to time may be relevant ground of cancellation of contract.
- v. Bank shall deduct tax at source, if any, as per the applicable law of the land time being enforced. The Service provider shall pay any other taxes separately or along with GST if any attributed by the Government Authorities including Municipal and local bodies or any other authority authorized in this regard.

47 Intellectual Property Rights:

- a. Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. The bidder should ensure that the Hardware supplied to the Bank shall not infringe the third party intellectual property rights, if any. The bidder has to ensure that third party rights are not infringed in any case.
- b. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in

case service levels are not met because of inability of the bank to use the proposed solution.

- c. The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.
- D. The bidder acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Hardware/Software.

48 Indemnity:

- a. The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities(including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:
 - i. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder or by his employees/operators/agents.
 - ii. Any contravention or Non compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder.
- b. The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Solution supplied by them.
- c. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
- d. The limits specified in the above said clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for

bodily injury or death and in these cases the liability will be unlimited.

- e. All Employees/ operators engaged by the Bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.
- f. The service provider will be held accountable for any untoward incidents and the reputation risks to the bank.

49 Legal Disputes and Jurisdiction of the court:

- a. The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts & related costs and a right for damages.
- B.** All disputes and differences of any kind whatsoever, arising out of or in connection with this contract or in discharge of any obligation arising under this contract (whether during the course of execution of the order or after completion & whether beyond or after termination, abandonment or breach of agreement) shall be resolved amicably. In case of failure to resolve the disputes & differences amicably then the dispute shall be subject to the exclusive jurisdiction of the courts in Bengaluru and the parties agree to submit themselves to the jurisdiction of such court as this RFP/contract agreement shall be governed by the laws of India.

50 SERVICE AGREEMENT AND PENALTIES:

- a. Upon completion of the selection process, the bank shall enter into agreement with the successful bidder who shall agree to the terms and conditions stipulated by the Bank which among other conditions will also include the following:
- b. The Successful bidder should agree to the performance standards stipulated by the Bank and comply with all the Standard Operating Procedures (SOPs) prescribed by the bank.

- c. The successful bidder should maintain all records & registers as per the instructions of the Bank and ensure safe custody of all records and documents.
- d. The Bank shall be entitled to inspect & audit the records maintained by the successful bidder through its officers or auditors / representatives and the successful bidder shall provide access to the officers and representatives of the Bank or other regulatory authorities.
- e. The successful bidder should allow access to RBI/UIDAI or persons authorized by RBI to inspect and access documents / records and obtain copies of records.
- f. It will be the sole responsibility of the successful bidder to provide uninterrupted service to the customer barring unusual situations or calamities like flood, earth quake, etc.
- g. It will be the sole responsibility of the successful bidder to protect the data transmitted from ASK station to UIDAI server and vice versa.
- h. The successful bidder and its representatives should maintain secrecy & confidentiality of all records and information in respect of the outsourced service.
- i. The successful bidder should indemnify the Bank for breach of confidentiality & obligations by the successful bidder, its representatives and agents at the first demand by the Bank.
- j. The successful bidder shall indemnify, protect & save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of all hardware and software used by them.
- k. The successful bidder shall ensure all technology compliances and maintenance requirements as may be prescribed by the Bank/UIDAI. The successful bidder will also have to meet the prescribed requirements that may be stipulated by the bank/UIDAI to be maintained at the ASKs (Service Level Agreement is furnished as part of ASK Agreement). A well-defined disaster recovery and business continuity plan, both from technology as well as from business angle, should be in place as per the satisfaction of the Bank.
- l. The Successful Bidder should provide indemnity to the Bank against all claims, costs & actions for all commissions and omissions by the service provider and its representatives.

- m. The Banks shall have the right to terminate the agreement by issue of notice without assigning reason and also in the case of breach of contractual obligations by the service provider separately.
- n. The ASK Service provider agreement format will be as per Bank/IBA/UIDAI draft.
- o. The successful bidder/s has to implement the solutions in all identified locations within 15 days of issuance of work order/intimation, including integration with Banks gateway. A penalty of Rs. 100/- per day for the period beyond the permitted time line will be levied subject to a maximum penalty of Rs 1,000/- per month till the ASK location is functional.
- p. All activities such as engaging Operators, deployment of Hardware etc and installations of Hardware/Software etc. for ASKs, should be as per the requirements of RFP.
- q. A detailed Schedule will be drawn up by the Bank and shared with selected bidder/s at the time of placing order.
- r. All terms, conditions, Annexures of this RFP and its subsequent amendment forms part and parcel of service agreement.

51 REPRESENTATIONS AND WARRANTIES:

- a. The Bidder warrants that they have obtained all necessary corporate approvals to enter into an Agreement and that no consent, approval, or withholding of objection is required from any governmental authority with respect to the entering into or the performance of this project. The bidder further warrants that they are under no obligation or restriction, nor shall they assume any such obligation or restriction, that would in any way interfere or conflict with, or that would present a conflict of interest concerning, any obligations under this project.
- b. Bidder warrants that it shall perform the Services in a professional & workman like manner and materially in accordance with the applicable specifications in the RFP.
- c. The Bidder represents that it is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.
- d. The Bidder represents that it has the corporate power & authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

- e. The Bidder represents that the submission of responses to the RFP execution, delivery and performance under an Agreement entered in case the Bidder is selected:
- f. Will not violate or contravene any provision of its documents of incorporation;
- g. Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
- h. Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- i. To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

52 Period of contract:

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

53 Performance Guarantee:

- a. The successful bidder shall provide irrevocable and unconditional Performance Bank Guarantee in the form and manner prescribed by the Bank equivalent to Rs.25,000/- (Rupees Twenty five thousand only) per allotted ASK.

- b. The successful bidder should submit a Security Deposit/ Performance Guarantee within 30 days from the date of work order as below:
 - i. The performance Guarantee should be for 4 years (Three years plus a claim period of 1 years).
 - ii. The successful bidder should submit Security Deposit by way of DD favouring Karnataka Vikas Grameena Bank / Performance Bank Guarantee issued by a Scheduled Commercial Bank (other than Karnataka Vikas Grameena Bank) in India as per Annexure XX.
- c. Security deposit if submitted in the form of Performance Bank Guarantee, the guarantee period should be valid for 48 months from the date of placing the order.
- d. The security deposit / bank guarantee will be discharged by the bank and returned to the bidder one year after the successful completion of implementation of SUPPLY OF ASK(AADHAR SEVA KENDRAS) KITS AND MANPOWER -OPEX MODEL AT BANK BRANCHES.
- e. The successful bidder shall be responsible for extending the validity date of the bank guarantees as and when it is due to coincide, on account of delay in completion of the project.
- f. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended or fails to execute the contract Agreement or if the successful bidder fails to complete his obligations under the contract. The proceeds of the guarantee shall be payable to the bank as compensation for any loss from the successful bidder's failure to complete his obligations under the contract.

54 CANCELLATION OF THE ORDER AND TERMINATION OF CONTRACT:

- a. Bank reserves its right to cancel the order and terminate the contract in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to Bank alone:
 - i. Delay in customization / implementation / installation beyond the specified period that is agreed in the contract that shall be signed with the successful Bidder; and
- b. Serious discrepancy in the quality of service / hardware / expected during the implementation process
- c. Notwithstanding anything contained in this RFP, Bank shall terminate this RFP if it is found that the project envisaged under this RFP could not be taken place on account of change in policy

/guidelines of the Bank/Government/RBI/UIDAI or any other regulatory/authority.

- d. Failure to observe the time schedule as mentioned in this the RFP for implementation, appointment and rollout.
- e. If violation of integrity pact or social media policy is detected at any stage.
- f. Bank shall also have the right to cancel the order and terminate the contract by issuing a 30 Days notice to the successful bidders without assigning any reasons.

g. Effect of Termination

- i. The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the contract.
- ii. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.
- iii. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services.

55 FORCE MAJEURE:

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

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

56 Confidentiality and Non-Disclosure

- a. The bidder shall take all necessary precautions to ensure that all information shared to it are treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking as given in Annexure-XIV.
- B. No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.

57 Corrupt and Fraudulent Practices

- a. As per Central Vigilance Commission (CVC) directives, it is required that Bidders /Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- b. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- c. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- d. The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- e. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

- f. The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.
- g. Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, Bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.
- h. The successful bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor by the Bank.

58 Adoption of Integrity Pact:

- a. The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.
- b. Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- c. The Bidders shall submit signed Pre Contract integrity pact as per Annexure XIII along with Part-A Technical Bids. Those Bids which are not containing the above are liable for rejection.
- d. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principal or associates.
- e. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- f. Integrity Pact in respect to this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- g. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment

or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.

- h. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- i. Integrity pact shall be signed by the person who is authorized to sign the Bid.

59 Modification/Cancellation Of RFP:

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

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

60 TERMS AND CONDITIONS FOR THE PROPOSAL:

- a. Bank invites the Bidder's attention to the following terms & conditions which underline this RFP and which provide a statement of understanding between the interested parties.
- b. Bank reserves the right to accept or reject any and all proposals, to revise the RFP, to request one or more re-submissions or clarifications from one or more Bidders, or to cancel the process in part or whole. No Bidder is obligated to respond to or to continue to respond to the RFP. Additionally, Bank reserves the right to alter the specifications, in part or whole, during the RFP process, and without re-issuing the RFP. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP and subsequent presentations and contract negotiation processes.
- c. Responses submitted by a Bidder to this RFP represent a firm offer to contract on the terms & conditions described in the Bidder's response. The proposal must be signed by an official authorized to commit the bidder to the terms & conditions of the proposal. Bidder must clearly identify the full title & authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official.
- d. The RFP and all supporting documentation/templates are the sole property of KARNATAKA VIKAS GRAMEENA BANK and shall NOT be redistributed without the prior written consent of KARNATAKA VIKAS GRAMEENA BANK. Violation of this would be a breach of

trust and may, inter-alia cause the Bidder to be irrevocably disqualified. The aforementioned material must be returned to KARNATAKA VIKAS GRAMEENA BANK when submitting the Bidder proposal, or upon request. In case the Bidder is not interested in responding to the RFP, the RFP documents and any Annexure must be returned to KARNATAKA VIKAS GRAMEENA BANK immediately.

61 CERTIFICATE BY THE BIDDER:

By submitting a signed bid, the Bidder certifies that:

- a. The Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition.
- b. The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
- c. No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- d. Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with KARNATAKA VIKAS GRAMEENA BANK. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.
- e. The Bank is not responsible for any assumptions or judgments made by the Bidders for arriving at any type of sizing or costing. The Bank at all times will benchmark the performance of the Bidder to the RFP documents circulated to the Bidders and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the Bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents.
- f. The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all hardware to be supplied in response to this RFP shall meet the proposed Bidder solution requirements. Only UIDAI provided software/client will be used. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank. The Bidder

also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfill all the terms and conditions of this RFP.

- g. The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations.
- h. The successful bidder shall not assign to any one, in whole or in part, its obligations to perform under the Contract, except with the Bank's written consent. Merger, demerger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc of the successful bidder shall be done only with the previous written consent of Bank.

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

62 Liabilities of the Bank:

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

63 Proposal Format:

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

64 Ownership:

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

GENERAL MANAGER

Annexure I

Number of Locations District wise to be covered by Successful Bidder

State	Locations Covered/ District Details	Tentative No. of ASKs
Karnataka	9 districts Viz: Dharwad, Belgaum, Gadag, Bagalkot, Vijayapur, Haveri, Uttarakannada, Mangalore and Udupi of our area of operation	63
	TOTAL	63

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

Sl. No.	DPD	Branch	District
1	1101	Bagalkot	Bagalkot
2	1203	Bilagi	Bagalkot
3	1305	Hunagund	Bagalkot
4	1409	Jamkhandi	Bagalkot
5	1507	Mudhol	Bagalkot
6	2101	Bailhongal	Belagavi
7	2105	Kittur	Belagavi
8	2115	Belavadi	Belagavi
9	2202	Belgaum	Belagavi
10	2607	Khanapur	Belagavi
11	3001	Basavana Bagewadi	Bijapur
12	3102	Bijapur	Bijapur
13	3203	Indi	Bijapur
14	3303	Muddebihal	Bijapur
15	3401	Almel	Bijapur
16	3415	Sindagi	Bijapur
17	2002	Athani	Belagavi
18	2016	Kakamari	Belagavi
19	2304	Chikkodi	Belagavi
20	2314	Nippani	Belagavi
21	2704	Harugeri	Belagavi
22	2712	Raibag	Belagavi
23	4001	Alnavar	Dharwad
24	4005	Dharwad	Dharwad

25	4016	Tadakod	Dharwad
26	4104	Hubli	Dharwad
27	4304	Kundagol	Dharwad
28	4404	Nalawadi	Dharwad
29	4405	Navalgund	Dharwad
30	4408	Tirlapur	Dharwad
31	6003	Gadag	Gadag
32	6108	Mundargi	Gadag
33	6203	Naragund	Gadag
34	6310	Sudi	Gadag
35	6402	Laxmeshwar	Gadag
36	6403	Shirahatti	Gadag
37	2407	Mudalgi	Belagavi
38	2416	Dhupadal	Belagavi
39	2504	Hukkeri	Belagavi
40	2805	Ramadurga	Belagavi
41	2908	Soundatti	Belagavi
42	2912	Yaragtti	Belagavi
43	7001	Byadagi	Haveri
44	7104	Hanagal	Haveri
45	7206	Haveri	Haveri
46	7207	Hosaritti	Haveri
47	7302	Hirekerur	Haveri
48	7410	Ranebennur	Haveri
49	7502	Savanur	Haveri
50	7605	Shiggoan	Haveri
51	4204	Kalaghatagi	Dharwad
52	9002	Ankola	Uttara kannada
53	9353	Kumta	Uttara kannada
54	9402	Mundgod	Uttara kannada
55	9452	Siddapur	Uttara kannada
56	9502	Sirsi	Uttara kannada
57	9553	Yellapur	Uttara kannada
58	5202	Mangalore	Dakshina Kannada
59	5401	Puttur	Dakshina Kannada
60	8004	Karkala	Udupi
61	8103	Hemmady	Udupi
62	8202	Udupi	Udupi
63	4008	Head Office,Dharwad	Dharwad

**TECHNICAL BID FORM
ANNEXURE II**

BIDDERS PROFILE:

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

Financial Background	2018-19	2019-20	2020-21
Turnover			
Net Profit after TAX			
Total Assets			
Total Liabilities			

**Date:
Seal**

Signature of Authorized Official with

PARTICULARS OF REGIONAL / BRANCH OFFICES

- 1. Number of Offices:

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

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

**Date:
Seal**

Signature of Authorized Official with

REFERENCE LETTER

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

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

Reference details of major contracts executed.
Attach (a) reference letters for these contracts only (b) copy of Purchase Orders for each of the model

**Date:
Seal**

Signature of Authorized Official with

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

(In Rs in

Lakhs)

	2018-19	2019-20	2020-21
Audited (A) / Provisional (P)	(A)	(A)	(A)
Paid up Capital			
Tangible Net Worth			
Total Assets			
Total Sales (net of excise)			
PBDIT			
Profit after Tax			

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

- a) If the bidder is a Company, please confirm that the Memorandum and Articles of Association do not prohibit the ASK activity (also attach copies of Memorandum and Articles of Association).
- b) In case of a Company, please furnish data on share holding pattern, names of main promoters and names of Directors (Ultimate beneficial owner of the Company).
- c) Please furnish data required for getting report from CIBIL on the Company, promoters and Directors.

**Date:
Seal**

Signature of Authorized Official with

**STATEMENT OF TIE-UPS/ AGREEMENTS ENTERED WITH PSU
BANKS/RRBS FOR ASK PROJECTS.**

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

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

Date:

Signature of Authorised Official with Seal

**TECHNICAL EVALUATION FORM
Annexure VII**

A. Technical Specification Compliance

Item S.1.1. – Laptop/Desktop

Specification	Details	Complied (Yes/No)
Machine Form Factor	Laptop/Desktop	
Model	From Top 5 vendors as per latest IDC report	
CPU	2-GHz Dual Core or later	
Display	Minimum 14" HD Anti-Glare (16:9)	
Connectivity	Should have built-in support for Bluetooth 4.0, Wi-Fi (IEEE 802.11b/g/n) and Ethernet (10/1000 Base-T), blue tooth not required in case of laptop	
MEMORY	4-GB DDR3 or higher, SDRAM @1066MHZ expandable up to 8-GB with 1DIMM SLOT FREE	
Webcam	Built-in webcam with minimum High Definition 720p, not required in case of laptop	
HDD	Minimum 500GB (or Higher) Hard Disk	
Input / Output Ports	One HDMI	
	One VGA, 2 in case of laptop	
	Dedicated Minimum 5 USB 2.0 port*	
	One Ethernet (RJ-45)	
Battery Backup	4 CELL or 6 CELL LITHIUM/0.5KVA UPS with 30	

	min backup time	
Chipset	Integrated with CPU or equivalent	
Graphics	Integrated Graphics	

Specification	Details	Complied (Yes/No)
Keyboard	Full Sized (Minimum 84 Keys) Windows compatible Spill-resistant keyboard	
Touchpad	Wide Touchpad below keyboard, not required in case of laptop	
Preloaded OS	Windows 10 professional	
Microphones	At least one built in Mic, not required in case of laptop	
ANTI-VIRUS	For End Point Security	

**In case the laptop has less than 5 USB 2.0 ports, then a USB Hub with multiple USB connections (enabling 5 devices plug-in through USB port) should be provided at no extra cost*

Item S.1.2. – Monitor

Specification	Details	Complied (Yes/No)
OEM	Among the “Leaders” Quadrant in the India region in any of the previous two Quarters as published in IDC/ Gartner / Frost and Sullivan report for the PC/Laptop/Monitors.	
Size	15-16 inch or higher	
Type	LCD	
Resolution	1024 x 768 or above	

Item S.1.3. - Multi Functional Device (MFD)

Specification	Details	Complied
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		(Yes/No)
FUNCTION	PRINT COPY SCAN	
DUTY CYCLE IN PAGES	8000 PAGES	
PPM – BLACK (A4)	18 PPM	
Model	From Top 5 vendors as per latest IDC report	
RESOLUTION	600X600 DPI	
MEDIA USED	Ink tank for low cost running	

Specification	Details	Complied (Yes/No)
CUSTOM MEDIA SIZE	UPTO LEGAL	
STANDARD Operating System Supported	Compatible with Windows 8, Windows 10 and earlier versions of Windows (XP, Vista) and Linux	
SCAN RESOLUTION	600X600 DPI OPTICAL	
BIT/COLOR DEPTH	24 BITS	
COPY SPEED BLACK	18 CPM	
COPY RESOLUTION	600 X 600 DPI	

Item S.1.5 – Focus Light

Specification	Details	Complied (Yes/No)
Capacity	60W	
Accessories	Stand, 2Mrts Wire and on/off Switch near the operator	

Item S.2.1. – Iris Device Specification

Specification	Stationary (mounted: wall, tripod or stand) ¹	Hand- held ²	Hand-held with alignment aid ³	Complied (Yes/No)			
Iris Diameter (In pixel)		> 210					
Spatial Resolution Pixel		> 60% @ 4.0 Lp/mm > 16 Pixels/mm					
Resolution # of simultaneous captured		2					

¹ Stationary: Any capture process where the device is stationary and the subject is required to position and rest himself/herself.

² Hand-held: Operator operates and holds the camera and the subject is stationary.

³ Alignment aid: Camera has mechanical fixture for alignment. Optical viewfinder is not considered alignment aid. Specification	Stationary (mounted: wall, tripod or stand)¹	Hand-held²	Hand-held with alignment aid³	Complied (Yes/No)
eyes ⁴				
Viewfinder	External	Internal	External or Internal	
Capture distance	> 750 mm	> 50 mm	> 20 mm	
Capture volume (width/height/depth)	> 250x500x500mm	> 20x15x12mm	> 20x15x12mm	
Exposure time	< 15ms	< 33 ms	< 33 ms	
Imaging wavelength	700-900 nm			
Spectral Spread	Power in any 100nm band > 35% of total power			
Scan type	Progressive			
Image margins	Left & right: 0.50x iris diameter, Top & bottom: 0.25x iris diameter			
Pixel depth	> 8 bits/pixel			
Image evaluation frame rate	> 5 frames/sec, continuous image capture			
Capture mode	Auto capture with built-in quality check (incorporates NIST quality considerations)			
Sensor signal to noise ratio	> 36 DB			
Safety Standard	Exempt Group per IEC 62471:2006-07			
Standards	FCC Class A, RoHS			

⁴ Considered simultaneous if second eye is captured within 2 seconds of first eye done without moving the device.

⁵ Total of only 1 USB port will be available for connectivity and power

Specification	Stationary (mounted: wall, tripod or stand) ¹	Hand-held ²	Hand-held alignment aid ³ with
Software AP	Compliant with latest UIDAI Specifications. Linux/Windows 64 bit VDM ready certified by UIDAI	Device Capture	API

Item S.2.2 –Camera

http://www.stqc.gov.in/sites/upload_files/stqc/files/BDCS-03-

Specification	Details	Complied (Yes/No)
Capture Mode	Plain live capture	
Image Quality	Full Frontal (0x01) as per ISO/IEC 19794-5	
Minimum Resolution	800 x 600	
Capture Mode	Manual Capture with Auto Focus and Auto Lighting Adjustment	
Sensor	>2 Mega Pixel Native	
Connectivity ⁶	High Speed USB 2.0, USB-IF certified	
Lens	Fixed, SLR	
Power	Through USB/Independent PS/Lithium Ion preferred to AA/AAA batteries	
Mount	Tripod	
Operating Temperature	0 to 50 degree Celsius	
Humidity	10 – 90%	
Safety Standard	UL	

Software API	Compliant with latest UIDAI Device Capture API Specifications	
Durability / Shock	IP 54	

Note: Total of only 1 USB port shall be available for connectivity and power

Item S.2.3. – Finger Print Device Specification
(http://www.stgc.gov.in/sites/upload_files/stgc/files/BDCS-03-08.pdf)

Specification	Details	Complied (Yes/No)
Capture mode	Plain live scan capture	
Image Acquisition Requirements	Setting level 31 or higher (Section 9.1 of Biometric Design Standards for UID Applications V1.0)	
Image evaluation frame rate	> 3 frames/sec, continuous image capture	
Capture mode	Auto capture with built-in quality check (incorporates NIST quality considerations)	

⁶ Total of only 1 USB port will be available for connectivity and power

Specification	Details	Complied (Yes/No)
Capture area Connectivity	> 76mm x 80mm USB 2, USB-IF certified	
Power	Through USB	
Dimension (W X H X D)	< 160mm x 160mm x 160mm	
Weight	Maximum 2.5 Kg.	
Operating temperature	0 – 50 C	
Humidity	10 – 90% non-condensing	
Durability / Shock	IP 54	
Standards	UL certified (if applicable). Meets ISO 19794-4:2005 Section 7 and Annex A certification	

	requirements (IAFIS Appendix F certified).	
Software API	Compliant with latest UIDAI Device Capture API Specifications Linux/Windows 64 bit VDM ready certified by UIDAI	

Note: Total of only 1 USB port shall be available for connectivity and power

Item S.2.4. – GPS Device

Specification	Details	Complied (Yes/No)
General	The GPS device should be certified by UIDAI as per GPS related OM 4(4)/57/122/2016/E&U-Pt Note: List of approved GPS vendors are available in the UIDAI website, www.uidai.gov.in	
Accessories	With all necessary required cables and accessories to connect to the PC/Laptop	

SI No.	Requirements	Bidders Response YES/NO
1.	Operator:	
	a The person should be of age 18 years and above.	
	b The person shall be minimum 10+2 pass.	
	c The person should have a basic understanding of operating a computer and should be comfortable with local language keyboard and transliteration.	
	d The person should preferably have prior experience of working in Aadhaar Enrolment Centre / program.	
	e The Person should have been enrolled for Aadhaar and his/her Aadhaar number should have been	

		generated.	
	f	The mobile number should be updated / ✓Registered in Personal Aadhaar of the Operator.	
	g	The Person should have undergone training on the process of UID Enrolment and working of various equipment and devices used during Aadhaar enrolment. Organizing / Providing this training is the responsibility of the Bidder	
	h	The Person should have obtained certificate as Operator or Operator cum Supervisor from a testing and certifying agency authorized by UIDAI.	
	i	The Person should have been activated, in accordance with UIDAI guidelines, prior to commencing enrolments. The Bidder is required to have a unique Operator ID for each, to activate them.	

**Place:
Date:
seal**

Signature of Authorised signatory with

TECHNICAL BID FORM

Annexure VIII

BIDDER'S UNDERTAKING LETTER

Date:

From:

To
**The Chairman,
Karnataka Vikas Grameena Bank,
Head Office, Belgaum Road,
Dharwad – 580008.**

Dear Sir/Madam,

We, the undersigned, as Bidder, having examined the complete RFP document (along with its appendix/annexure), do hereby offer to produce, deliver, install, support and maintain the ASK(AADHAR SEVA KENDRAS) KITS AND MANPOWER -OPEX MODEL AT BANK BRANCHES in your Bank in full conformity of your requirements as elaborated in above said RFP for the amounts mentioned by us in the Commercial Bid or such other sums as may be agreed to between us.

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

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

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

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

We undertake as a part of this contract for successful operation of the KARNATAKA VIKAS GRAMEENA BANK.

Moreover, we certify that:

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

- b) The prices in the Bid have not been disclosed and will not be disclosed to any other Bidder of this RFP.
- c) We have not induced nor attempted to induce any other Bidder to submit or not submit a bid for restricting competition.

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

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

Yours faithfully,

(Authorised Signatory)

In the capacity of _____

Duly authorized to sign the Bid for and on behalf of _____

Annexure –IX A
UNDERTAKING BY BIDDER TOWARDS MANDATORY MINIMUM LC

To,
The Chairman,
Karnataka Vikas Grameena Bank,
Head Office, Belgaum Road,
Dharwad – 580008.

SUB:
TENDER NO:

Dear Sir,

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

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

Annexure –IX B

**CERTIFICATE BY STATUTORY AUDITOR OF BIDDER TOWARDS MANDATORY
MINIMUM LC**

To,
**The Chairman,
Karnataka Vikas Grameena Bank,
Head Office, Belgaum Road,
Dharwad – 580008.**

SUB:
TENDER NO:

Dear Sir,

1. “We _____ the statutory auditor of M/s. _____ (*Name of the bidder*) herebycertify that M/s. _____ (*Name of the bidder*) meet the mandatory minimum Local content requirement of % specified in tender document quoted vide offerNo. _____ dated _____ against tender No. _____ by M/s _____ (*Name of the bidder*).”

Name of Audit Firm:

Signature of Authorized Signatory]

Date:
Designation:

Name:

Seal:

Annexure-X

Tender for Selection of Service Provider for ASKs.

(to be provided on letter head of Bidder)

**SUB: REQUEST FOR PROPOSAL FOR SUPPLY OF ASK(AADHAR SEVA KENDRAS)
KITS AND MANPOWER -OPEX MODEL AT BANK BRANCHES.**

Ref: Tender No:

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

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

Bidder Name:

Registered Address of the Bidder:

Shareholding structure of the Bidder as on 31.03.2021		
%age of shares held	Name of holding Company/Individual	Registered Address of the share holding company/Individual

Bidder's Parent Company &/ Owner/Beneficial Owner Name:

Registered Address of the Bidder's Parent Company:

Shareholding structure of the Bidder's Parent Company as on 31.03.2021		
%age of shares held	Name of holding Company/Individual	Registered Address of the share holding company/Individual

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

Date: _____

Place: _____

Signature of Authorized Signatory of Bidder

Name of Signatory:

Designation:

Seal of Company:

Annexure-XI

Format of certificate from Public Sector Banks / Regional Rural Banks in letter head.

**The Chairman,
Karnataka Vikas Grameena Bank,
Head Office, Belgaum Road,
Dharwad – 580008.**

Reg: Aadhar Seva Kendras SERVICES PROVIDED BY _____"VENDOR NAME" _____

Dear Sir,

1. M/s _____ have been associated with our Bank as ASK(Aadhar Seva Kendra) Service Provider since _____(Date) and they have been allotted _____number of ASKs. Of which the Active ASKs (locations eligible for payment as per contract) for the month of June'21, July'21 & August'21 are _____, _____& _____ respectively.
2. **Name** of States and Union Territories covered by Service Providers. Specify Names of all States & Union Territories.
3. Number of Operators Blacklisted by UIDAI who were deployed by M/s _____ during Jan'21 ,Feb 21 &Mar 21 are _____, _____, _____ respectively.
4. Penalties imposed for deficiencies by UIDAI on operators deployed by M/s _____ for the months of June 21,July 21 & August21 are Rs _____,Rs _____ & Rs _____ respectively.
5. The Services provided by M/s _____ is found to be satisfactory.

This certificate is issued at the request of M/s _____ solely for the purpose for submitting response to RFP along with other documents for the tender dated _____ for engagement as a Service Provider for ASK floated by Karnataka Vikas Grameena Bank.

Signature

(_____ Name _____)

Designation:

Email ID:

Phone Number

COMPLIANCE STATEMENT

Reg: RFP for Empanelment of Service Provider for SUPPLY OF ASK(AADHAR SEVA KENDRAS) KITS AND MANPOWER -OPEX MODEL AT BANK BRANCHES.

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

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

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

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

Place:

Date:

Signature of Authorised signatory with seal

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

Annexure -XIII

(to be submitted in Rs.200/- non-judicial Stamp Paper)

Pre Contract Integrity Pact

1. GENERAL

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on _____ day of the _____ month of 20____, between, the Karnataka Vikas Grameena Bank, with branches spread over Karnataka state 9 districts(hereinafter referred to as BUYER which expression shall include its successors and assigns) of the FIRST PART

AND

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

1.2. WHEREAS the BUYER proposes to SUPPLY OF ASK(AADHAR SEVA KENDRAS) KITS AND MANPOWER -OPEX MODEL AT BANK BRANCHES and the BIDDER/SERVICE PROVIDER is willing to offer/has offered the services and

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

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

2. NOW, THEREFORE, the BUYER and the BIDDER/SERVICE PROVIDER agree to enter into this pre-contract integrity agreement, hereinafter referred to as Integrity Pact, which shall form part and parcel of RFP as also the contract

agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful bidder, and it is intended through this agreement to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

- 2.1. Enabling the BUYER to engage the desired Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2. Enabling BIDDER/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER

shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures.

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

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

- 3.1. The BUYER represents that all officials of the BUYER, connected whether directly or indirectly with the RPF process are duty bound by rules and regulations governing their service terms and conditions not to demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/SERVICE PROVIDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 3.2. The BUYER will, during the pre-contract stage, treat all BIDDERS/SERVICE PROVIDERS alike, and will provide to all BIDDERS/SERVICE PROVIDERS the same information and will not provide any such information to any particular BIDDER/SERVICE PROVIDER which could afford an advantage to that particular BIDDER/SERVICE PROVIDER in comparison to the other BIDDER/SERVICE PROVIDERS.

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

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

4. COMMITMENTS OF BIDDER/SERVICE PROVIDERS

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

- 4.1.** The BIDDER/SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2.** The BIDDER/SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the BUYER.
- 4.3.** The BIDDER/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/SERVICE PROVIDER is the Authorised Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such materials/services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially

or unofficially to the award of the contract to the BIDDER/SERVICE PROVIDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 4.4. The BIDDER/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5. The BIDDER/SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6. The BIDDER/SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.
- 4.7. The BIDDER/SERVICE PROVIDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8. The BIDDER/SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9. The BIDDER/SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

- 5.1. The BIDDER/SERVICE PROVIDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Bank, Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 5.2. If the BIDDER/SERVICE PROVIDER makes incorrect statement on this subject, BIDDER/SERVICE PROVIDER can be disqualified from the

tender/bid process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

- 6.1.** Every BIDDER/SERVICE PROVIDER while submitting commercial bid, shall deposit an amount as specified in RFP/Tender Documents as Earnest Money/Security, Deposit, with the BUYER through any of the instruments as detailed in the tender documents.
- 6.2.** The Earnest Money/Security Deposit shall be *valid for a period till* the complete conclusion of the contractual obligations or for such period as mentioned in RFP/Contract , including warranty period, whichever is later to the complete satisfaction of BUYER.
- 6.3.** In the case of successful BIDDER/SERVICE PROVIDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.4.** No interest shall be payable by the BUYER to the BIDDER/SERVICE PROVIDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

- 7.1.** Any breach of the provisions herein contained by the BIDDER/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required:-
 - i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SERVICE PROVIDER. However, the proceedings with the other BIDDER/SERVICE PROVIDER(s) would continue.
 - ii. To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason thereof.
 - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SERVICE PROVIDER.
 - iv. To recover all sums already paid by the BUYER and in case of the Indian BIDDER/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing MCLR of KARNATAKA VIKAS GRAMEENA

BANK (Name of the Bank/Financial Institution) while in case of a BIDDER/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/Contractor from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SERVICE PROVIDER, in order to recover the payments already made by the BUYER, along with interest.
- vi. To cancel all or any other contracts with the BIDDER /SERVICE PROVIDER and the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SERVICE PROVIDER.
- vii. To debar the BIDDER/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii. To recover all sums paid in violation of this Pact by BIDDER/SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SERVICE PROVIDER, the same shall not be opened.
- x. Forfeiture of The Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- xi. The BIDDER/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SERVICE PROVIDER.

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

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

8. FALL CLAUSE

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

9. INDEPENDENT EXTERNAL MONITORS

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

9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out of tendering process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities.

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

- 9.6. The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project /Procurement documentation of the BUYER including that provided by the BIDDER/SERVICE PROVIDER. The BIDDER/SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFP/Tender is being /has been submitted by BIDDER/SERVICE PROVIDER. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractors with confidentiality.
- 9.7. The BUYER will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an Impact on the contractual relations between the parties. The parties may offer to the Monitors the option to participate in such meetings.
- 9.8. The Monitors will submit a written report to the BUYER at the earliest from the date of reference or intimation to him by the BUYER/BIDDER/SERVICE PROVIDER and submit proposals for correcting problematic situations.

10. FACILITATION OF INVESTIGATION

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

11. LAW AND PLACE OF JURISDICTION

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

12. OTHER LEGAL ACTIONS

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

13. VALIDITY

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

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

14. The parties hereby sign this Integrity Pact at on

BUYER
Name of the Officer
SIGNATORY
Designation
Witness:
1)
2)

CHIEF EXECUTIVE OFFICER

BIDDER
/AUTHORISED

Witness:
1)
2)

Annexure XIV

Confidentiality/Non-Disclosure Agreement

(to be submitted in Rs.200/- non-judicial Stamp Paper)

SUB: RFP for SUPPLY OF ASK(AADHAR SEVA KENDRAS) KITS AND MANPOWER -OPEX MODEL AT BANK BRANCHES.

Ref: TENDOR NO:

WHEREAS,

we,

_____ , having Registered Office at _____, hereinafter referred to as the Bidder, are agreeable to SUPPLY OF ASK(AADHAR SEVA KENDRAS) KITS AND MANPOWER -OPEX MODEL AT BANK BRANCHES to Karnataka Vikas Grameena Bank, having its **Head Office, Belgaum Road, Dharwad – 580008** hereinafter referred to as the BANK and,

WHEREAS, the Bidder understands that the information regarding the SUPPLY OF ASK(AADHAR SEVA KENDRAS) KITS AND MANPOWER -OPEX MODEL AT BANK BRANCHES shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the Bidder understands that in the course of submission of the offer for SUPPLY OF ASK(AADHAR SEVA KENDRAS) KITS AND MANPOWER -OPEX MODEL AT BANK BRANCHES and/or in the aftermath thereof, it may be necessary that the Bidder may perform certain jobs/duties on the Banks properties and/or have access to certain plans, documents, approvals or information of the BANK; NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, in order to induce the BANK to grant the Bidder specific access to the BANK's property/information. The Bidder will not publish or disclose to others, nor, use in any services that the Bidder performs for others, any confidential or proprietary information belonging to the BANK, unless the Bidder has first obtained the BANK's written authorization to do so. The Bidder agrees that notes, specifications, designs, memoranda and other data shared by the BANK or, prepared or produced by the Bidder for the purpose of submitting the offer to the BANK for the said solution, will not be disclosed during or subsequent to submission of the offer to the BANK, to anyone outside the BANK.

The Bidder shall not, without the BANKS' written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in

connection therewith, to any person(s) other than those employed/engaged by the Bidder for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Date:

Signature with seal

Name :

Designation :

Annexure XV

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

To :

**The Chairman,
Karnataka Vikas Grameena Bank,
Head Office, Belgaum Road,
Dharwad – 580008.**

Sub: REQUEST FOR PROPOSAL FOR SUPPLY OF ASK(AADHAR SEVA KENDRAS) KITS AND MANPOWER -OPEX MODEL AT BANK BRANCHES.

Ref TENDER NO:

Dear Sir,

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

Place: (Signature of Authorized Signatory)

Date: Name:
Designation:
Seal

Annexure XVI

COMMERCIAL BID UNDERTAKING LETTER

To
**The Chairman,
Karnataka Vikas Grameena Bank,
Head Office, Belgaum Road,
Dharwad – 580008.**

Dear Sir/Madam,

Sub: REQUEST FOR PROPOSAL FOR SUPPLY OF ASK (AADHAR SEVA KENDRAS) KITS AND MANPOWER -OPEX MODEL AT BANK BRANCHES.

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to undertake to SUPPLY OF ASK(AADHAR SEVA KENDRAS) KITS AND MANPOWER -OPEX MODEL AT BANK BRANCHES and implement the solutions in accordance with the time schedule.

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

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

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

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

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

Dated this..... Day of.....2021.

(Signature)

(Name)

(in the capacity of)

Duly authorized to sign Bid for and on behalf of

**Annexure XVII
Financial Bid**

- Nine districts Viz: Dharwad, Belgaum, Gadag, Bagalkot, Vijayapur, Haveri, Uttarakannada, Mangalore and Udupi

S No	Description	Maximum Commission Payable	Rate (in %)quoted Out of (A)
		(A)	(B)
1	Variable charges : Percentage of Commission on Total fees collected at Branch (Inclusive of GST and other taxes)	100%	

*Total Cost includes services like supply of ASK hardware, maintenance, remuneration to Operators, etc., i.e., services including technology services covering all connected activities narrated in the RFP and the services include hardware device like \ scanner, printer, laptops/desktops, IRIS scanners, Slap Scanners, GPS devices and stationary and all expenses incidental to the operation at the ASK, connectivity charges cost of consumables (printer paper, ribbons, cells) etc

- The price will be inclusive of all taxes, duties, levies, insurance, installation charges, etc applicable all over India. GST wherever applicable will be paid extra.
- TDS will be deductible as per rules prevailing on the date of payment of applicable items.
- The Unit Price mentioned in the bid would remain valid for a period of three years
- The bids with NIL/miniscule/negligible/nominal Commission percentage for winning the contract will be rejected Summarily

Annexure XVIII

Authorization Letter Format

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

Ref No:

Date:

**The Chairman,
Karnataka Vikas Grameena Bank,
Head Office, Belgaum Road,
Dharwad – 580008.**

Dear Sir/Madam,

SUB: REQUEST FOR PROPOSAL FOR SUPPLY OF ASK(AADHAR SEVA KENDRAS) KITS AND MANPOWER -OPEX MODEL AT BANK BRANCHES.

Ref: TENDER NO:

This has reference to your above RFP.

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

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name & Designation of Authorizing Authority

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

Annexure XIX

Proforma of Bank Guarantee for Contract Performance

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

To :

**The Chairman,
Karnataka Vikas Grameena Bank,
Head Office, Belgaum Road,
Dharwad – 580008.**

WHEREAS (Name and address of M/s Ltd (hereinafter referred to as “the CONTRACTOR”) has undertaken to supply, transportation, transit insurance, local delivery and installation insurance up to Acceptance by the bank, Acceptance testing and also includes documentation, warranty, annual maintenance, if contracted, and training or demo of your personnel related to SUPPLY OF ASK(AADHAR SEVA KENDRAS) KITS AND MANPOWER -OPEX MODEL AT BANK BRANCHES as per their Contract dated _____with you (hereinafter referred to as “the CONTRACT”)

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

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

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

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

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

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

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

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

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

guarantee beyond the said day of _____ unless expressly agreed to by us in writing.

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein

- a. Our liability under this guarantee shall not exceed Rs. _____ (Rupees _____ only)
- b. This guarantee shall be valid upto _____ and ;
- c. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at

Bengaluru on or before _____ (mention period of the guarantee as found under clause ii. above plus claim period).

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

Dated this _____ day of _____ 2021.

For and on behalf of

_____ BRANCH MANAGER SEAL ADDRESS PLACE

Annexure XX

Format for Sending Pre-Bid Queries

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

Date:

Signature with Official seal