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**Request for Proposal [RFP]
For**

**"SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER"**

For

**Karnataka Gramin Bank
Sponsored by Canara Bank**

Ref: KaGB/Project Office/RFP/01/2022-23 dated 07.06.2022

Issued By:
General Manager
Karnataka Gramin Bank
Canara Bank RRBs CBS Project Office,
19-19/1, III Floor,
Above Canara Bank Regional Office,
Southend Road, Basavanagudi
Bengaluru-560004

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER
Bid Details in Brief**

Sl. No.	Description	Details
1.	RFP No. and Date	KaGB/Project Office/RFP/01/2022-23 dated 07.06.2022
2.	Brief Description of the RFP	Selection of Vendor for Supply, Installation & Maintenance of Tabs, Wireless MPOS Devices (Pin Pad) and Fingerprint Biometric Scanner with Printer.
3.	Bank's Address for Communication and Submission of Tender	General Manager Karnataka Gramin Bank Canara Bank RRBs CBS Project Office, 19-19/1, III Floor, Above Canara Bank Regional Office, South end Road, Basavanagudi, Bengaluru - 560 004
4.	Bank Contact Details	Mr. S N Satheesh Kumar, Manager, KaGB Mob: 79898 66250 Mr. Anand BR, Asst General Manager, KaGB Mob: 9448929985 Tel: 080-26087547 E-mail: apmgroupp@kgbk.in
5.	Date of Issue	07-06-2022
6.	Last Date of Submission of Queries for Pre-Bid Meeting	14-06-2022 till 3:00 PM
7.	Date of Pre-Bid Meeting	15-06-2022 at 3:00 PM
8.	Last Date of Submission of Bids	30-06-2022 at 3:00 PM
9.	Date and time of Opening of Part A- Conformity to Eligibility Criteria.	30-06-2022 at 3:30 PM
10.	Date and time of opening of Technical Bid	Will be informed to the eligible bidders
11.	Date and time of opening of Commercial Bid	Will be informed to the eligible bidders
12.	Application Fees (Non Refundable)	INR 11,800 Inclusive of GST @ 18%
13.	Earnest Money Deposit (Refundable)	Rs. 10,00,000/-
14.	Website for RFP	https://karnatakagraminbank.com/ https://canarabank.com/

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
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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 Gramin Bank (KaGB)** (hereinafter termed as “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 the Banks 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). This invitation document is for the exclusive use of the prospective vendors to whom it is delivered, and it should not be circulated or distributed to third parties. The purpose of this RFP is to provide the Bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder require.

Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. The Bank make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.

The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder require. The Bank do 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. Further, the Bank shall not be liable for any person placing reliance on any source of information (other than this Invitation Document or as published in its website) and such person would be doing so at his/ her/ their own risk.

The Bank in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Such change will be published on the Bank's website (www.canarabank.com & www.karnatakagraminbank.com) and it will become part and parcel of this RFP. This RFP is an invitation to offer and not an offer. The Bid submitted by the Prospective vendors shall constitute an ‘offer’, subject to acceptance by the Bank. The Bidders shall submit their Bid in the manner set out herein.

The issuance of this Invitation Document does not imply that the Bank is bound to select a Prospective Buyer(s) and the Bank reserve the right to reject any or all the proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of the Bank shall be final, conclusive and binding on all the parties.

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

Abbreviations used in this document

1.	AMC	Annual Maintenance Contract
2.	ATS	Annual Technical Support
3.	BG	Bank Guarantee
4.	BOM	Bill of Material
5.	CBS	Core Banking Solution
6.	CVC	Central Vigilance Commission
7.	DC	Data Centre
8.	DD	Demand Draft
9.	DIT	Department of Information Technology
10.	DRC	Disaster Recovery Centre
11.	HO	Head Office
12.	LAN	Local Area Network
13.	LD	Liquidated Damages
14.	MAF	Manufacturer's Authorization Form
15.	MSME	Micro Small & Medium Enterprises
16.	MTBF	Mean Time Between Failure
17.	MTTR	Mean Time To Restore
18.	NEFT	National Electronic Funds Transfer
19.	NI Act	Negotiable Instruments Act
20.	NOC	Network Operation Centre
21.	OEM	Original Equipment Manufacturer
22.	OS	Operating System
23.	OSD	OEM Services Division
24.	POC	Proof of Concept
25.	RFP	Request for Proposal [Interalia the term 'Tender' is also used]
26.	RTGS	Real Time Gross Settlement
27.	SI	System Integrator
28.	SLA	Service Level Agreement
29.	SPOC	Single Point of Contact
30.	SOW	Scope Of Work
31.	TCO	Total Cost of Ownership
32.	WAN	Wide Area Network

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

List of Contents

Clause No.	TOPIC	Clause No.	TOPIC
A. INTRODUCTION			
1	About Banks	2	Definitions
3	About RFP	4	Objective
5	Eligibility Criteria	6	Participation Methodology
7	Requirement Details	8	Scope of Work
B. BID PROCESS			
9	Clarification to RFP and Pre-Bid queries	10	Pre-Bid Meeting
11	Amendment to Bidding Document	12	Bid System Offer
13	Preparation of Bids	14	Application Money
15	Make and Models	16	Bid Security / Declaration
17	Software Version	18	Documentation
19	Cost and Currency	20	Erasures or Alterations
21	Assumptions/ Presumptions/ Modification	22	Service Level Agreements
23	Submission of bids	24	Bid Opening
C. SELECTION OF BIDDER			
25	Preliminary Scrutiny	26	Clarification of Offers
27	Bidders Presentation/Site Visits/ Product Demonstration/ POC	28	Normalization of Bids
29	Intimation of Qualified/Successful Bidders	30	Correction of Error in Commercial Bid
31	Bid Validity Period	32	Reverse Auction
33	Proposal ownership	34	Project ownership
35	Acceptance of offer	36	Award of Contract
37	Micro & Small Enterprises (MSE's)	38	Procurement through Local Suppliers (Make In India)
D. TERMS & STIPULATIONS			
39	Effective Date	40	Project execution

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

41	Security Deposit / Performance Bank Guarantee	42	Execution of Agreement
43	Delivery & Installation of Hardware & Software	44	Pricing and Payments
45	Payment Terms	46	Subcontracting
47	Order cancellation/termination of contract	48	Software, Drivers and Manuals
49	Warranty	50	Scope involved during warranty period
51	Spare parts	52	Mean Time Between Failures (MTBF)
53	Defect Liability		

E. GENERAL CONDITIONS

54	Intellectual Property Rights	55	Roles and Responsibility during project Implementation
56	Indemnity	57	Inspection of Records
58	Assignment	59	Publicity
60	Insurance	61	Guarantees
62	Confidentiality and Non-Disclosure	63	Amendments on the Purchase Order
64	Amendments on the Agreement	65	General Order Terms
66	Negligence	67	Responsibility for completeness
68	Responsibilities of the Bidder	69	Force majeure
70	Corrupt and Fraudulent Practices	71	Resolution of disputes
72	Modification/Cancellation of RFP	73	Responsibilities of the Selected Bidder
74	Legal Disputes and Jurisdiction of the court		

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

Table List of Annexures:

Sl. No	<u>Annexures</u>
1	Annexure-1 Pre-Qualification Criteria
2	Annexure-2 Technical Requirements
3	Annexure-3 Commercial Bill of Material
4	Annexure-4 Business Rules for Reverse Auction
5	Annexure-5 Conformity Letter
6	Annexure- 6 Checklist
7	Annexure- 7 Reverse Auction Compliance Statement
8	Annexure-8 Price Bid Confirmation Post Reverse Auction
9	Annexure-9 Bid Covering Letter format
10	Annexure-10 Bidder's Profile
11	Annexure-11 Service Support Details
12	Annexure-12 Authorization Letter Format
13	Annexure-13 Non-Disclosure Agreement
14	Annexure-14 Undertaking of Authenticity
15	Annexure-15 Compliance Statement
16	Annexure-16 Undertaking Letter Format
17	Annexure-17 Escalation Matrix
18	Annexure-18 Manufacturer/ Authorized Distributor in India Authorization Form
19	Annexure- 19 Covering letter format for Commercial Bid
20	Annexure- 20 Declaration on restrictions for Procurement
21	Annexure- 21 List of Delivery & Installation Locations

APPENDICES	
A.	Instructions to be noted while preparing/submitting Part A- Conformity to Eligibility Criteria
B.	Instructions to be noted while preparing/submitting Part B- Technical Proposal
C.	Instruction to be noted while preparing/submitting Part C- Commercial Bid
D.	Proforma of Bank Guarantee in lieu of EMD
E.	Proforma of Bank Guarantee for Contract Performance
F.	Format for Sending Pre-Bid Queries
G.	Bid Security Declaration

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

Tables for Bidder Guidance to be submitted

ANNEXURES (To be submitted with Part A- Conformity to Eligibility Criteria)	
1.	Annexure -1 Pre-Qualification Criteria
2.	Annexure -4 Business Rules for Reverse Auction
3.	Annexure -5 Conformity Letter
3.	Annexure -6 Checklist
4.	Annexure -7 Reverse Auction Compliance Statement
5.	Annexure -8 Price Bid Confirmation Post Reverse Auction
6	Annexure -9 Bid Covering letter Format
7.	Annexure -10 Bidder's Profile
8.	Annexure -11 Service Support Details
9.	Annexure -13 Non-Disclosure Agreement
10.	Annexure -20 Declaration on restrictions for Procurement
ANNEXURES (To be submitted with Part B -Technical Proposal)	
1.	Annexure -2 Technical Requirements
2.	Annexure -3 Commercial Bill of Material (By masking the Price)
3.	Annexure -14 Undertaking of Authenticity
4.	Annexure -15 Compliance Statement
5.	Annexure -16 Undertaking Letter Format
6.	Annexure -17 Escalation Matrix
7.	Annexure -18 Manufacturer/ Authorized Distributor in India Authorization Form
ANNEXURES (To be submitted with Part C - Commercial Bid)	
1.	Annexure-3 Commercial Bill of Material
2.	Annexure-19 Covering letter for Commercial Bid

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

A. Introduction

1. About Banks

Canara Bank sponsored RRB **Karnataka Gramin Bank (KaGB)** with Head Office at Ballari is operating in the state of Karnataka with around 1160 branches/offices.

The Bank's Data Center (DC) is in Bengaluru and Disaster Recovery Center (DRC) at Mumbai. The DC and DRC are connected to the branches, regional offices and head offices through Wide Area Network (WAN). The entire network uses a mix of MPLS/Leased Lines/VSAT connectivity through multiple service providers. The Banks have Project Office & Network Operation Centre (NOC) in the project office, Bengaluru to administer and monitor IT infrastructure and operations.

2. Definitions

2.1 'Bank/s' means unless excluded by and repugnant context or the meaning thereof, shall mean 'Karnataka Gramin Bank', described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successor and permitted assigns.

2.2 'RFP' means Request for Proposal for Selection of Vendor for Supply, Installation, & Maintenance of 1120 Numbers of Tabs, Wireless MPOS Devices (Pin Pad) and Fingerprint Biometric Scanner with Printer.

2.3 'Bidder' means a vendor submitting the proposal in response to RFP.

2.4 'Solution' means Supply, Installation & Maintenance of 1120 Numbers of Tabs, Wireless MPOS Devices (Pin Pad) and Fingerprint Biometric Scanner with Printer.

2.5 'Contract' means the agreement signed by selected bidder and the Banks at the conclusion of bidding process, wherever required.

2.6 'Successful Bidder' / 'L1 bidder' / 'Contractor' means the Bidder who is found to be the lowest Bidder after conclusion of the bidding process, subject to compliance to all the conditions of the RFP, and been awarded the purchase order/contract work etc.

3. About RFP

This Request for Proposal document encompassing Annexure & Appendices and subsequent Addendum & Corrigenda (hereinafter referred to as "RFP" or "Tender") has been prepared solely for the purpose of enabling Karnataka Gramin Bank (KaGB) sponsored by Canara Bank, to solicit proposals from qualified vendors for Supply, Installation & Maintenance of 1120 Numbers of Tabs, Wireless MPOS Devices (Pin Pad) and Fingerprint Biometric Scanner with Printer in accordance with the specifications, terms and conditions and scope defined in this RFP. The procured items will be used for implementation of Tablet Banking at branch level

SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS, WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS WITH PRINTER

using existing FI solution based on Aadhaar based Payment Systems and Rupay debit cards etc.,

This Request for Proposal (RFP) will require the vendor to provide all relevant information to us in both printed and digital format. Based upon the review and evaluation of proposals offered in response to this RFP, Bank may at its sole discretion negotiate and enter into contract with successful bidder.

The successful bidder has to Supply, Install & Maintain 1120 Numbers of Tabs, Wireless MPOS Devices (Pin Pad) and Fingerprint Biometric Scanner with Printer.

Notwithstanding any other provision herein, Bidder participation in this process is voluntary and at Bidder's sole discretion. Bank also reserves the right at its sole discretion to select or reject any or all Bidder(s) in this process and will not be responsible for any direct or indirect costs incurred by the Bidders in this process.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or other arrangement in respect of the services.

4. Objective

The Bank intends to procure 1120 Numbers of Tabs, Wireless MPOS Devices (Pin Pad) and Fingerprint Biometric Scanner with Printer as per Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document. The procured items will be used for implementation of Tablet Banking at branch level using existing FI solution based on Aadhaar based Payment Systems and Rupay debit cards etc.,

5. Eligibility Criteria

- 5.1 A vendor submitting the proposal in response to this RFP shall hereinafter be referred to as 'Bidder' and Supply, Installation & Maintenance of 1120 Numbers of Tabs, Wireless MPOS Devices (Pin Pad) and Fingerprint Biometric Scanner with Printer shall hereinafter be referred as "Solution".
- 5.2 Only those bidders who fulfill the pre-qualification criteria for bidder and OEMs/OSDs as mentioned in **Annexure-1** are eligible to submit response to this RFP.
- 5.3 The bidder is required to provide factually correct responses to the RFP. Adequate justification for the response (including the technical and other requirements) should be provided as part of the response. In case the Bank finds any response to be inadequate, the Bank has the right to ask for additional explanation/justification. In the event of any discrepancy in the response submitted by the bidder, the Bank reserves the right to disqualify/blacklist the bidder and the OEM/OSD.
- 5.4 Bank reserves the right to change or relax the eligibility criteria to ensure inclusivity.
- 5.5 Bank reserves the right to verify/ evaluate the claims made by the bidder independently. Any deliberate misrepresentation will entail rejection of the offer.

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

5.6 The bidder can submit only one bid.

5.7 In case an OEM / OSD submit a bid as a bidder, then the OEM / OSD cannot participate through other System Integrator bids.

Note: The bidder can propose products from different OEM / OSDs for the solutions in scope (Example: Bidder can propose one or more product/s from OEM/OSD "A" & can propose remaining products from OEMs/OSDs "B", "C" etc.)

6. Participation Methodology

6.1 In a tender either the partner/distributor/System Integrator on behalf of the OEM/OSD or OEM/OSD itself can bid but both cannot submit bid simultaneously for the same item/product in the same tender.

6.2 If a partner / distributor / System Integrator bids on behalf of the OEM/OSD, the same partner/distributor/System Integrator shall not submit a bid on behalf of another OEM/OSD in the same tender for the same item/product.

6.3 In the event the selected bidder fails in their obligations to provide the product updates (including management software updates and new product feature releases) within 30 days of release / announcement, the OEM/OSD should assume complete responsibility on behalf of the selected bidder to provide the same to the Bank at no additional cost to the Bank and will directly install the updates, upgrades and any new product releases. To this effect Bidder should provide a dealer / distributor certificate as per **Annexure-18**.

7. Requirement Details

7.1 Bank invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for Supply, Installation & Maintenance of 1120 Numbers of Tabs, Wireless MPOS Devices (Pin Pad) and Fingerprint Biometric Scanner with Printer for different branches of the Bank located across Karnataka as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.

Table 1: Requirement Details

Sr. No	Description	Qty
1.	Tabs	1120
2.	Wireless MPOS Devices (Pin Pad)	1120
3.	Fingerprint Biometric Scanner with Printer	1120

7.2 Detailed technical specification is furnished in **Annexure-2**. Please note embedded items are not permitted to quote.

7.3 Bank can increase or decrease the quantities to the extent of 25 % of the ordered items during the contract period with same rates, terms & conditions.

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

8. Scope of Work

The Successful Bidder has to Supply, Install & Maintain 1120 Numbers of Tabs, Wireless MPOS Devices and Fingerprint Biometric Scanner with Printer with one year warranty as described in 7.1 above.

The supplied Hardware should be compatible with existing FI application currently used in the Bank. Bank will provide an APK to install our existing FI application and the same is to be installed by the selected bidder at the time of installation. The selected bidder has to coordinate with Bank's existing FI solution vendor and ensure the supplied devices commissioned with the present FI solution. SIM shall be provided by the Bank.

The supplied hardware should support "Registered Device (RD)" services as per the UIDAI guidelines. The RD Services will be provided by the Bank.

The selected bidder has to perform OS hardening for the supplied hardware. No other third party applications should run on the devices except for the APK provided by the Bank.

B. Bid Process

9. Clarifications to RFP and Pre-Bid Queries

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

9.2 All communications regarding points requiring clarifications and any doubts shall be given in writing to the **General Manager, Karnataka Gramin Bank, Canara Bank RRBs CBS Project Office, 19-19/1, IIIrd Floor, Above Canara Bank Regional Office, South end Road, Basavanagudi, Bengaluru – 560004** or an email can be sent to **apmgroup@kgbk.in** by the intending bidders before 03:00 PM on 14.06.2022.

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

9.4 No oral or individual consultation will be entertained.

10. Pre-Bid Meeting

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

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

Table 2: Pre-Bid Meeting Details

Date	Day	Time	Venue
15.06.2022	Wednesday	03.00 PM	Karnataka Gramin Bank Canara Bank RRBs CBS Project Office, 19-19/1, III Floor, Above Canara Bank Regional Office, South end Road, Basavanagudi, Bengaluru - 560 004

- 10.2** No separate communication will be sent for this meeting. If the meeting date is declared as a holiday under NI Act by the Government after 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 maximum of Two (2) representatives from each Bidder to participate in the pre-bid meeting.
- 10.3** 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.
- 10.4** The Bank will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's website <https://karnatakagraminbank.com/> & <https://canarabank.com> and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.
- 10.5** 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.

11. Amendment to Bidding Document

- 11.1** At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by amendment.
- 11.2** Notification of amendments will be made available on the Bank's website <https://karnatakagraminbank.com/> & <https://canarabank.com> and will be binding on all bidders and no separate communication will be issued in this regard.
- 11.3** In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for submission of Bids.

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

12. Bid System Offer

The bids shall be submitted with the following documents in the same sequence without which the tender will be summarily rejected. All the pages in the respective bids should be serially numbered and signed by the authorized person.

The eligibility & technical bids should be submitted in "Hard copy" physically and "Soft Copy" in pen drive. Indicative Commercial Bids should be submitted in Hard Copy only.

- 12.1 Part – A Conformity to Eligibility Criteria:** Indicating their compliance to eligibility criteria. The format for submission of conformity to eligibility criteria is as per **Appendix – A**.
- 12.2 Part – B Technical Proposal:** Indicating the response to the technical specification of the proposed solution in Karnataka Gramin Bank. The format for submission of technical proposal is as per **Appendix – B**.
- 12.3 Part – C Commercial Bid (Indicative):** Furnishing all relevant information as required as per Commercial Bill of Material as per **Annexure-3**. The format for submission of Commercial Bid (Indicative) is as per **Appendix-C**.
- 12.4 Reverse Auction:** Post opening of Commercial Bid (Indicative) & evaluation Bank will conduct Reverse Auction and L1 will be selected through online reverse auction.

13. Preparation of Bids

- 13.1** The bid shall be typed or written in English language with font size of 12 in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall affix signature in all pages of the Bids, except for un-amended printed literature.
 - a) The three parts as stated above, should be placed in three separate envelopes superscribed with 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid (Indicative)' respectively and properly closed and sealed. Thereafter, all the three envelopes shall be placed inside another envelope and properly closed and sealed. The final envelope should be superscribed as "**Offer for Supply, Installation, & Maintenance of 1120 Numbers of Tabs, Wireless MPOS Devices (Pin Pad) and Fingerprint Biometric Scanner with Printer in response to RFP ref: KaGB/Project Office/RFP/01/2022-23 dated 07.06.2022**" (includes separately sealed 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid (Indicative)') on the top of the envelope. All the envelopes shall bear the name and complete postal address of the bidder as well as the addressee, namely the **General Manager, Karnataka Gramin Bank, Canara Bank RRBs CBS Project Office, 19-19/1, IIIrd Floor, Above Canara Bank Regional Office, South end Road, Basavanagudi, Bengaluru – 560004**.
 - b) 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

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

the Authorized Signatory. Bids with erasing/ overwriting/ cutting without authentication may be liable for rejection. Authorization letter for signing the Bid documents duly signed by Company's Authorized signatory should be submitted.

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

13.2 Part – A Conformity to Eligibility Criteria

- a) Before submitting the bid, the bidders should ensure that they confirm to the eligibility criteria as stated in **Annexure-1** of RFP. Only after satisfying themselves of the eligibility, the offer should be submitted.
- b) The Conformity to Eligibility Criteria as per **Annexure-1** among others must contain Demand Draft towards the Application Money, Bid Security/Declaration as per **Appendix-D / Appendix- G** of this document. The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for, as per **Appendix-A**.
- c) The Placement of Application Money, Bid Security /Declaration other than Part A-Conformity to Eligibility Criteria will make the bid liable for rejection.
- d) After ensuring the above, it shall be placed inside a separate envelope and sealed and superscribed on the top of the cover as "PART A-Conformity to Eligibility Criteria to RFP ref: **KaGB/Project Office/RFP/01/2022-23 dated 07.06.2022 for Supply, Installation, & Maintenance of 1120 Numbers of Tabs, Wireless MPOS Devices (Pin Pad) and Fingerprint Biometric Scanner with Printer.**

13.3 Part – B Technical Proposal

- a) Technical Proposal should be submitted as per the format in **Appendix-B**. Relevant technical details and documentation should be provided along with Technical Proposal.
- b) It is mandatory to provide the technical details of the Solution required by the Bank as per **Annexure-2** of this tender.
- c) 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.
- d) If any part of the technical specification offered by the bidder is different from the specifications sought in our RFP, the bidder has to substantiate the same in detail the reason for their quoting a different specification than what is sought for, like higher version or non-availability of the specifications quoted by us, invariably to process the technical offer.
- e) The Bank shall not allow/ permit changes in the technical specifications once it is submitted.
- f) The relevant product information, brand, and model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the Offer in the **Annexure-2** Technical Bill of Materials. Failure to submit this information along with the offer may result in disqualification.
- g) The Technical Proposal should be complete in all respects and contain all information sought for, as per **Appendix-B. Masked Commercial Bill of Material**

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

must be attached in Technical Offer and should not contain any price information. The Part B-Technical Proposal should be complete and should cover all products and services. Technical Proposal without masked **Commercial Bill of Materials** will be liable for rejection.

- h) Masked **Commercial Bill of Material** which is not as per below instruction will make Bid liable for rejection:
 - i. Should be replica of Bill of Material except that it should not contain any price information (with Prices masked).
 - ii. It should not provide any price information like, unit price, tax percentage, tax amount, AMC/ ATS charges, Implementation Charges etc.
- i) After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as "PART – B Technical Proposal to RFP **ref: KaGB/Project Office/RFP/01/2022-23 dated 07.06.2022** for Selection of Vendor for Supply, Installation, & Maintenance of 1120 Numbers of Tabs, Wireless MPOS Devices (Pin Pad) and Fingerprint Biometric Scanner with Printer.

13.4 Part – C Indicative Commercial Bid

- a) Indicative Commercial Bid should be submitted as per the instruction in **Appendix-C**.
- b) Indicative 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-3**. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.
- c) Under no circumstances the Commercial Bill of Material should be kept in Part-A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) Covers. **The placement of Bill of Material in Part A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) covers will make bid liable for rejection.** However, the masked **Commercial Bill of Material** should be necessarily placed in Part B (i.e. Technical Proposal) Cover.
- d) The Masked Commercial Bill of Material must be attached in Technical Proposal and Un-Masked Bill of Material in 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.
- e) 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.
- f) 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.
- g) The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank.
- h) If any of the deliverable product, mainly, Hardware, Software, Service/Support etc. has GST and other applicable taxes, it be called out clearly.
- j) After ensuring the above, it shall be placed inside a separate Envelope and sealed & superscribed on the top of the cover as "PART C – Indicative Commercial Bid to RFP

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

ref: KaGB/Project Office/RFP/01/2022-23 dated 07.06.2022 for Selection of Vendor for Supply, Installation, & Maintenance of 1120 Numbers of Tabs, Wireless MPOS Devices (Pin Pad) and Fingerprint Biometric Scanner with Printer.

14. Application Money

- 14.1** This document can be downloaded from Bank's website <https://karnatakagraminbank.com/>, & <https://canarabank.com/>. In that event, the bidders should pay the Application Fee of Rs. 11,800/- inclusive of GST at 18% (non-refundable) for tender document by means of DD drawn on any scheduled Commercial Bank in favor of Karnataka Gramin Bank, payable at Bengaluru, Karnataka and submit the same along with Part A-Conformity to Eligibility Criteria.
- 14.2** Submission of the Application Money in other than "Part-A-Conformity to the Eligibility Criteria" is liable to be rejected on grounds of non-payment of the Application Money.
- 14.3** The Bidder shall bear all costs associated with the preparation and submission of the Bid and Banks will not be responsible for the costs, regardless of the conduct or outcome of the bidding process. The Bank is not liable for any cost incurred by the Bidder in replying to this RFP. It is also clarified that no binding relationship will exist between any of the respondents and the Bank until the execution of the contract.

15. Make and Models

It is mandatory to provide make & model of all the items and their subcomponents as has been sought in the Technical specifications (**Annexure-2**). The offer may not be evaluated and/ or will be liable for rejection in case of non-submission or partial submission of make, model of the items offered. Please note that substituting required information by just brand name is not enough. Bidder should not quote hardware which is already End of Sale or impending end of sale in 1 year from the date of submission of bid.

16. Bid Security/Declaration:

- 16.1** Bidders are required to submit an Earnest Money Deposit as specified in the RFP by way of Demand Draft/Bank Guarantee in lieu of EMD (Appendix D – Proforma for Bank Guarantee in lieu of DD Format) drawn at Bengaluru, payable to “Karnataka Gramin Bank” along with Eligibility Bid. The Bank Guarantee should be of a Scheduled Commercial Bank other than Karnataka Gramin Bank.
- 16.2** The Bank Guarantee in lieu of EMD should be valid for six months from date of bid submission. This should be issued by a Scheduled Commercial Bank. This must be extended in case requested by the Bank.
- 16.3** Offers made without the Earnest Money Deposit will be rejected.
- 16.4** The amount of Earnest Money Deposit would be forfeited in the following scenarios:

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

16.4.1 In case the Bidder withdraws the bid prior to validity period of the bid for any reason whatsoever;

16.4.2 In case the successful Bidder fails to accept and sign the contract as specified in this document for any reason whatsoever; or

16.4.3 In case the successful Bidder fails to provide the performance guarantee within 15 days from the date of acceptance of the purchase order by the Bidder

16.5 The bid security/ EMD will be returned to the unsuccessful Bidders only after receiving acceptance of the "Purchase Order" by the successful Bidder.

16.6 The Bidders, who seek exemption from submission of EMD under MSE category, necessarily have to submit Bid Security Declaration as per Appendix-G.

17. Software Version

The bidder should ensure usage of latest licensed software with proper update/patches and their subcomponents as have been sought in the technical/functional requirements. The Offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of Software Version of the items offered. Please note that substituting required information by just software name is not enough. Bidder should not quote software which is already End of Sale or impending end of sale in 1 year from the date of submission of bid.

18. Documentation

Technical information in the form of Brochures / Manuals / Pen Drive 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.

19. Costs and Currency

The Offer must be made in Indian Rupees only as per Commercial Bill of Material (**Annexure-3**).

20. Erasure 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 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.

21. Assumptions / Presumptions / Modifications

The Bank would like to expressly state that any assumption, presumptions, modifications, terms,

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

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 later 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.

22. Service Level Agreements

22.1 Penalties/Liquidated Damages for delay in delivery: Non-compliance of the Supply/ delivery clause 43.1 will result in the Bank imposing penalty of 0.50% + Applicable GST on delay in delivery per undelivered item per week or part thereof, on the ordered value of subject item per unit in that particular phase.

22.2 Penalties/Liquidated Damages for delay in installation: Non-compliance of the Supply/ delivery clause 43.2 will result in the Bank imposing penalty of 0.50% + Applicable GST on delay in installation per uninstalled item per week or part thereof, on the ordered value of subject item per unit in that particular phase.

22.3 The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the selected bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from selected bidder or from any other amount payable to the selected bidder in respect of other purchase orders issued under this contract to the selected bidder, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.

22.4 All the above Liquidated Damages are independent of each other and are applicable separately and concurrently. GST is applicable on Liquidated damages.

22.5 Liquidated Damage is not applicable for the reasons attributable to the Bank and Force Majeure.

23. Submission of Bids

23.1 The Name and address of the Bidder, RFP No. and due date of the RFP are to be specifically mentioned on the top of the envelope containing bid.

23.2 The bid/s properly superscribed in the manner prescribed in earlier clauses of this RFP should be deposited in the Tender Box at the Place, Venue, Date and Time mentioned below:

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

Table 3: Submission of bid dates and details

Last Date of submission of Bid	Day	Time	Venue
30.06.2022	Thursday	03:00 PM	Karnataka Gramin Bank Canara Bank RRBs CBS Project Office, 19-19/1, III Floor, Above Canara Bank Regional Office, South end Road, Basavanagudi, Bengaluru - 560 004

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

23.4 Bids sent through post/courier/email or any other mode (other than Bid Submission in Tender Box) will not be accepted/evaluated. Bids should be deposited in the Tender Box.

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

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

Table 4: Details of Officials

First Official	Alternate Official
S N Satheesh Kumar, Manager.	B R Anand, Asst General Manager.

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

24. Bid Opening

24.1 The **Part A-Conformity to Eligibility Criteria** shall be opened in the presence of the Bidder's representative/s who may choose to attend the bid opening as per following schedule.

Table 5: Bid Opening details

Last Date of submission of Bid	Day	Time	Venue
30.06.2022	Thursday	03:30 PM	Karnataka Gramin Bank Canara Bank RRBs CBS Project Office, 19-19/1, III Floor, Above Canara Bank Regional Office, South end Road, Basavanagudi, Bengaluru - 560 004

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

- 24.2** Attendance of all the representatives of the bidders who are present at bid opening will be taken in a register against Name, Name of the Company and with full signature.
- 24.3** 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 03:00 PM on the next working day and bids will be opened at 03:30 PM at the same venue on the same day.
- 24.4** The following details will be announced at the time of bid opening.
- i. Name of the Bidders.
 - ii. Presence or absence of Application Money and Bid security/Declaration.
 - iii. Such other details as the Bank at its discretion may consider appropriate.
- 24.5** If any of the bidders or all bidders who submitted the tender are not present during the specified date, time, and venue of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the Part A - Conformity to Eligibility Criteria in their absence.
- 24.6** The Part A-Conformity to Eligibility Criteria submitted by the bidder will be evaluated based on the Eligibility Criteria stipulated in RFP document. The Part B- Technical Proposal of only those bidders who qualified in Part A-Conformity to Eligibility Criteria will be opened with due communication by the bank.
- 24.7** The indicative Commercial Bid of only those bidders who are qualified in **Part-B Technical Proposal** will be opened for proceeding with reverse auction.
- 24.7.1** Post the technical evaluation the shortlisted bidders would be intimated of the date on which Bank would conduct Indicative Commercial Bid opening. Further, the date for online reverse auction process as detailed in Annexure 4 – Business Rules for reverse auction, will be communicated to bidders, in order to arrive at the lowest commercials.
- 24.7.2** Under no circumstances the commercial bid documents should be kept in Eligibility/ Technical Bid Covers. The placement of commercial bid in eligibility bid or technical bid covers will make the bid liable for rejection.
- 24.7.3** Post the reverse auction process the L1 bidder would be required to submit their final commercial as per Annexure 3 – Commercial Bill of Materials and other terms and conditions of the RFP on prices. Along with the bill of materials, the bidder would also be required to submit Annexure 8 – Price bid confirmation post reverse auction.
- 24.7.4** Response to the commercial bid shall include cost of all the items required for commissioning and functioning of the ordered items supplied through this RFP. It is the responsibility of the Bidder to provide all the items which may or may not have been mentioned in the Bid to ensure commissioning and functioning of the ordered items within the final agreed price between the selected Bidder and Bank.
- 24.7.5** The price schedule shall be submitted in commercial Bid only. In a nutshell, the commercial Bid details will need to be provided for all requirements of the Bank to arrive at TCO (Total Cost of ownership) of the solution.
- 24.7.6** The total cost to be specified by the Bidder must cover separately the following as detailed in Annexure 3 – Commercial Bill of Materials.

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

- 24.7.7** The Bidders have to note that the commercial proposal post reverse auction must contain the following:
- Covering letter duly signed by the authorized signatory
 - Bill of Material as per Annexure- 3
- 24.7.8** Any deviation from the Bill of Material/ Non submission of Prices as per the format shall make the bid liable for rejection.
- 24.7.9** Bidder must take care in filling price information in the commercial offer (indicative) to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly. BoM that is incomplete or conditional is liable to be rejected.
- 24.7.10** The Bidder should indicate the individual taxes and its applicable rate along with estimated tax amount to be paid by the Bank.

C. Selection of Bidder

25. Preliminary Scrutiny

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

26. Clarification of Offers

- 26.1** During the process of scrutiny, evaluation, and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/ any of the bidders on the offer made by them. The bidder must 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.
- 26.2** The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. Bank's decision with regard to 'minor non-conformity' is final and the waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

27. Bidders Presentation/Site Visits/Product Demonstration/POC

- 27.1** The Bank reserves the right to call for a presentation on the features and functionalities from those Bidders who have qualified in **Part B-Technical Proposal**.
- 27.2** As a Part of Technical Evaluation based on the technical bids submitted by the Bidders, Bank at its discretion may call the Bidders for conducting POC (Proof of Concept) of the

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

in-scope Solutions proposed by them at the mutually agreed location/site. This exercise will be undertaken before opening of the Indicative Commercial Bids of the Bidders whose **Part B- Technical proposals** has been opened.

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

28. Normalization of Bids

28.1. The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that, shortlisted bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that, any of the Bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion request all the technically shortlisted bidders to re-submit the technical and Commercial Bids once again for scrutiny. The resubmissions can be requested by the Bank in the following manner.

- i. Incremental bid submission in part of the requested clarification by the Bank; or
- ii. Revised submissions of the entire bid in the whole

28.2. The Bank can repeat this normalization process at every stage of bid submission till Bank is satisfied. The shortlisted bidders agree that, they have no reservation or objection to the normalization process and all the technically shortlisted bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process.

29. Intimation of Qualified/Successful Bidders

The Bank will prepare a list of qualified bidders at each stage on the basis of evaluation of Part A- Conformity to Eligibility Criteria, Part - B Technical Proposal and after completion of reverse auction. The names of qualified bidders at each stage would be announced on the Notice Board/Bank's website /Email. Indicative Commercial Bids of only technical qualified bidders shall be opened. Final list of the bidders (L1, L2, L3 etc) after completion of reverse auction will be announced as indicated above. No separate intimation will be sent to successful Bidder.

30. Correction of Error 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:

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

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

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

- 30.3.** If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
- 30.4.** 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.
- 30.5.** 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.
- 30.6.** If the bidder does not accept the correction of errors, the bid will be rejected.

31. Bid Validity Period

The offer submitted and the prices quoted therein shall be valid for 180 days from the date of opening of Commercial Bid. Bid valid for any shorter period shall be rejected by the Bank.

32. Reverse Auction

- 32.1.** Online Reverse Auction process would be conducted for the short-listed Bidders who have qualified in the Eligibility Bid, Technical Bid and indicative Commercial bid phase. The date of opening of reverse auction will be intimated to the Bidders who have qualified in Technical Bid evaluation. Bidders are required to refer to **Annexure 4 – Business Rules for Reverse Auction**.
- 32.2.** Bank would conduct a reverse auction process on the commercials submitted by the Bidders. As such it is necessary that authorized personnel of the firm or organization sign the BID. The designated personnel should be authorized by the organization or by a senior official of the organization having authority to do so. The same person or a different person should be authorized, who should have digital certificate issued in his name and should have authority to quote bid amount in the commercial bid and also quote offer price during on-line reverse auction. The details of digital certificate like Name, Digital Key details, issuing authority and validity etc., are to be provided.
- 32.3.** The certified photocopy of necessary original resolutions/authority/ Power of Attorney having authority to authorize the person to submit Bid documents/participate in on-line sealed bid and reverse auction, on behalf of the company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment.
- 32.4.** Bidders are required to refer to Annexure 4 – Rules for reverse auction in detail. Bidder will be required to submit the following:
- 32.4.1** Annexure 7 – Reverse auction compliance statement along with the technical proposal and

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

32.4.2 Annexure 8 – Price bid confirmation post reverse auction after completion of the reverse auction process along with the final commercial bid as per Annexure 3 – Bill of Materials

33. Proposal Ownership

The proposal and all supporting documentation submitted by the bidder shall become the property of the Bank. As the Bidder's proposal is important to the evaluation and selection process, it is necessary that, the bidder carefully prepares the proposal as per the prescribed format 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 proposal but in a separate Annexure. Correct and current technical details must be completely filled in. The Appendices/ Annexures to this RFP shall form integral part of the RFP.

34. Project Ownership

34.1 If the bidder is offering solutions/products from other bidders/principals, as required in this RFP, they shall detail the responsibilities of the parties involved and also submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the project. The bidder must specify any and all relationships with third parties in respect of the ownership and also maintenance and support of all hardware and software related to Selection of Vendor for Supply, Installation, & Maintenance of 1120 Numbers of Tabs, Wireless MPOS Devices (Pin Pad)and Fingerprint Biometric Scanner with Printer which are relevant to this RFP.

34.2 Ownership letter by the bidder to be submitted (Undertaking letter by the bidder taking the ownership of the project execution) in case third party is also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership.

34.3 The Bidder also has to submit a certificate / Letter from OEM / OSD that the proposed Hardware, OS, any other related software and the solution offered by the bidder to the Bank are correct, viable, technically feasible for implementation and the solution will work without any hassles.

35. Acceptance of Offer

35.1 The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.

35.2 The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.

35.3 The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

the order without assigning any reasons whatsoever. The bank reserves the right to re-tender the RFP with or without modifications. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.

- 35.4** The bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify /withdraw the tender.

36. Award of Contract

- 36.1** The Bidder who is L1 will be referred to as the selected bidder and Bank will notify the name of the selected bidder by display in the Notice Board / Website of the Bank/Email.
- 36.2** The contract shall, be awarded and the order shall be placed on selected L1 Bidder. Bank may release the order either in Full or in part or place more than one order towards the contract based on project plan.
- 36.3** 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 selected bidder.
- 36.4** Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.
- 36.5** The selected bidder/s will be required to supply the solution to various branches / Offices of the Bank at the rates not higher than the agreed rate finalized under this RFP.

37. Micro & Small Enterprises (MSE's)

- 37.1.** MSEs are exempted from paying Application fee/cost & EMD.
- 37.2.** MSEs should submit the relevant documentary proof for claiming the exemptions.
- 37.3.** MSEs shall have basic required qualification under eligibility criteria specified in the RFP and the MSE Policy will be applicable to those qualifying Bidders only.
- 37.4.** The Bidders, who seek exemption from submission of EMD under MSE category, necessarily have to submit Bid Security Declaration as per Appendix-G.

38. 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 04/06/2020 has notified revised guidelines to be followed to promote manufacturing and production of goods and services in India under "Make in

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

India” initiative.

38.1 Definitions

- a) Local content' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under the aforesaid order or by the competent Ministries/Departments in pursuance of the aforesaid order.
- b) 'Class-I local supplier' means a supplier or service provider, whose product or service offered for procurement, has local content equal to or more than 50% (unless otherwise prescribed by the Nodal Ministry).
- c) 'Class-II local supplier' means a supplier or service provider, whose product or service offered for procurement, has local content more than 20% but less than 50% (unless otherwise prescribed by the Nodal Ministry).
- d) 'Non - Local supplier' means a supplier or service provider, whose product or service offered for procurement, has local content less than or equal to 20% (unless otherwise prescribed by the Nodal Ministry).
- e) The Margin of purchase preference shall be 20%.

38.2 Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement:

- a) In procurement of goods, services or works in respect of which the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.
- b) In procurement of goods, services or works, not covered under Clause 38.2(a) above, and with estimated value of purchases less than Rs.200 Crore, only 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid, except when Global tender enquiry has been issued. In Global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

38.3 For award of contract, the following clauses shall be applicable in addition to other provisions in the bidding document in this regard:

- a) In the procurements of goods or works, which are covered under Clause 38.2(b) above and which are divisible in nature, the "Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - ✓ Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ✓ If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier'

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

- b) In the procurements of goods or works, which are covered under Clause 38.2 above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- I. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - II. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - III. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L 1 price, the contract may be awarded to the L1 bidder.
 - IV. "Class-II local supplier" will not get purchase preference in any procurement.

38.4 Purchase preference for domestic manufacturer/local supplier, methodology of its implementation, value addition to be achieved by domestic manufacturers, self-certification, compliance, monitoring and other terms & conditions shall be as per the aforesaid Guidelines/Notifications. The Guidelines may be treated as an integral part of the tender documents.

38.5 The preference to 'Public Procurement (Preference to Make in India) Order 2017' shall be subject to meeting technical specifications and full compliance of other terms and conditions of the RFP and Contract.

38.6 Verification of local content:

- a) The 'Class-I local supplier'/ 'Class-II local supplier' shall be required to indicate percentage of local content and provide self-certification (as per Form PP-C) along with the bid that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. Bidders shall also give details of the location(s) at which the local value addition is made.
- b) The 'Class-I local supplier'/ 'Class-II local supplier' quoting value in excess of Rs.10 crores, shall be required to provide a certificate (as per Form PP-D) bid from the statutory auditor or cost auditor of the company (in case bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in case bidder is other than company) giving the percentage of local content.

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

38.7 False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules issued by the Ministry of Finance for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

38.8 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.

38.9 Ministry of Electronics and Information Technology (MeitY):

In furtherance of the Public Procurement (Preference to Make in India) Order 2017 notified vide reference cited above, Ministry of Electronics and Information Technology, Government of India has notified thirteen (13) electronic products vide reference F.No.W-43/4/2019-IPHW-MeitY dated 07.09.2020.

Domestic Manufacturers are required to indicate the domestic value addition/Local Content in terms of Bill of Material (BoM) for the quoted products, in terms of aforesaid guidelines, in their bid. Bidders, claiming to bid in the status of domestic manufacturer/local supplier on behalf of domestic manufacturer are also required to give an undertaking in the format as given in MeitY Form-1.

38.10 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.

In case a bidder is eligible to seek benefit under Purchase PP-LC policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC and MSE policy in Form PP-A. The option once exercised cannot be modified subsequently.

D. Terms and Stipulations

39. Effective Date

39.1 The effective date shall be date of acceptance of the order by the selected bidder. However, the bidder shall submit the acceptance of the order within seven days from the date of receipt of order.

39.2 Failure to accept the order within seven days from the date of receipt of the order, Bank shall be at liberty to proceed with procurement from the other Bidders within the purview of the same RFP by calling for fresh commercial quotes from the bidders. In such an event, the initially selected bidder stands disqualified for further participating in the subject Bid.

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

40. Project Execution

The entire project needs to be completed expeditiously. The Bank and the selected bidder shall nominate a Project Manager each immediately on acceptance of the order, who shall be the single point of contact for the project at Bengaluru. However, for escalation purpose, details of other persons shall also be given. The project manager nominated by the selected bidder should have prior experience in implementing similar project. Project Kick-Off meeting should happen within 7 days from the date of acceptance of purchase order. The selected bidder shall submit a weekly progress report to the Bank on the progress in installation of the solution as per format, which will be made available to the selected bidder.

41. Security Deposit / Performance Bank Guarantee

- 41.1 The successful bidder should submit a Security Deposit / Performance Guarantee for 3% of total value of the contract (TCO Exclusive of Taxes) within 15 days from the date of acceptance of the Order.
- 41.2 If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above, penalty at 0.50% for each completed calendar week of delay or part thereof on the total cost of the order will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 5% of the total order value.
- 41.3 Security Deposit should be submitted by way of DD drawn on Karnataka Gramin Bank payable at Bengaluru / Bank Guarantee may be obtained from any of the Scheduled Banks (other than Karnataka Gramin Bank). However, it should be as per the **Appendix-E**.
- 41.4 Security Deposit/Performance Bank Guarantee should be valid for 4 years from the date of acceptance of the purchase order. The guarantee should also contain a claim period of three months from the last date of validity.
- 41.5 The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and warranty period.
- 41.6 The security deposit/ bank guarantee will be returned to the bidder on completion of claim period.
- 41.7 The Bank shall invoke the Bank Guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.

42. Execution of Agreement

- 42.1 Within 21 days from the date of acceptance of the Order, the selected bidder shall sign a stamped "Agreement" with the Banks at Bengaluru as per the format to be provided by the Bank.

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

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

43. Delivery and Installation of Hardware/Software

43.1 The selected bidder has to deliver all the ordered items within 7 weeks from the date of purchase order or 6 weeks from the date of acceptance of purchase order whichever is earlier.

43.2 The selected bidder has to install all the ordered items within 2 weeks from the date of delivery.

43.3 The selected bidder has to deliver, install and maintain all the ordered items and the details of delivery & installation locations are mentioned in **Annexure-21**.

43.4 The delivery will be deemed as incomplete if any component of the hardware / Software is not delivered or is delivered partially and / or not operational or not acceptable to the Bank after acceptance testing/ examination. In such an event, the delivery will be termed as incomplete and hardware/software will not be accepted, and the warranty period will not commence. The delivery will be accepted only after complete delivery of hardware/software.

43.5 The Bank will not arrange for any Road Permit / Sales Tax clearance for delivery of hardware/software to different locations and the vendor is required to make the arrangements for delivery of hardware/Software to the locations as per the list of locations / items provided from time to time by the Bank.

43.6 Partial or incomplete or damaged delivery of materials will not be considered as delivered of all the ordered materials. Date of delivery shall be treated as date of last material delivered to the ordered locations if materials are not damaged. In case materials are delivered with damage, date of delivery shall be treated as date of replacement of damaged material with new one. Delivery payment shall be paid against completion of delivery of all the ordered materials without any damage and proof of delivery duly certified by Bank's Officials, along with delivery payment claim letter.

43.7 The Bank would be providing an APK file which has to be installed by the successful bidder.

43.8 Scope of Work mentioned in clause 8 of RFP also to be complied by the selected bidder.

44. Pricing and Payments

44.1 The price offered to the Bank must be in Indian Rupees and inclusive of Duties/Insurance/Freight/charges of road permit but Exclusive of all taxes SGST/CGST/GST, etc. The Vendor has to quote the applicable taxes separately.

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

44.2 The item value along with GST should be claimed in the invoice and GST will be paid in actuals at our end. Octroi / Entry Tax, if applicable, will also be paid / reimbursed at our end centrally on production of original payment receipt from the respective location where the items were delivered.

44.3 No escalation in price quoted is permitted for any reason whatsoever.

44.4 Applicable Taxes will be paid at actuals.

45. Payment Terms:

Payment Terms are as follows:

Table 6: Payment Terms

Sl No	Percentage of Payment	Condition/Remarks
1	70%	70% of the total hardware/software cost will be released after delivery of all the ordered items in each location and on submission of relevant documents including original Invoice along with Proof for delivery duly signed by Bank officials with date.
2	20%	20% of the total hardware/software cost will be released after installation of all the ordered items in each location and on submission of relevant documents duly signed by Bank officials with date including original Invoice.
3	10%	10 % of the total hardware/software cost will be released after completion of warranty period of one year or on submission of Bank Guarantee (BG) for 10 % of the total hardware/software cost after releasing 90% payment.

45.1 The invoices should contain full details of all the items contracted by bank, and should not contain any clauses contrary to the terms of the contract and if any such clause exists in the Invoice/any other documents, the same will not be valid and cannot be held against the Bank.

45.2 Bank will release the payment on completion of activity and on production of relevant documents/invoices. Please note that Originals of invoices (plus One Copy) reflecting Taxes and Duties, Proof of delivery/acceptance certificate duly signed by Bank officials including warranty certificate should be submitted while claiming payment in respect of orders placed.

45.3 Bank will not pay any amount in advance.

45.4 Payment shall be released within 30 days of submission of invoices and relevant documents as per RFP terms.

45.5 The payments will be released through NEFT / RTGS after deducting the applicable Liquidated Damages/Penalty, TDS if any, by centrally by Head Office (KaGB), Project Management Office,

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

Bengaluru and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.

46. Subcontracting

The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of the Bank.

47. Order Cancellation / Termination of Contract

47.1 The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:

- a) Delay in delivery & project implementation beyond the specified period.
- b) Serious discrepancies noted in the items delivered.
- c) Breaches in the terms and conditions of the Order.

47.2 The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances:

- a) Non submission of acceptance of order within 7 days of order.
- b) Excessive delay in execution of order placed by the Bank.
- c) The selected bidder commits a breach of any of the terms and conditions of the bid.
- d) The selected bidder goes into liquidation voluntarily or otherwise.
- e) An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
- f) The progress made by the selected bidder is found to be unsatisfactory.
- g) If deductions on account of liquidated damages exceeds more than 10% of the total contract price.

47.3 Bank shall serve the notice of termination to the selected bidder at least 30 days prior, of its intention to terminate services during contract period.

47.4 In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days prior notice to the selected bidder.

47.5 After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits and at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

- 47.6** The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract.
- 47.7** In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee given by the selected bidder towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

48. Software, Drivers and Manuals:

- 48.1** The selected bidder shall supply along with each item all the related documents, Software Licenses loaded in the ordered items without any additional cost. The documents shall be in English. These will include but not restricted to User Manual, Other Software and Drivers etc.
- 48.2** All related documents, manuals, catalogues, and information furnished by the bidder shall become the property of the Bank.

49. Warranty

- 49.1** The selected bidder warrants that the Software/Solution will be free of defects in workmanship and materials for a period of time consistent with industry standards and the nature of the Software ("Warranty Period").
- 49.2** The selected bidder has to provide comprehensive on-site replacement warranty for a period of 1 year from date of installation of the ordered items.
- 49.3** The entire equipment / hardware (including OS) and software deployed for this project shall be under Comprehensive Onsite Warranty covering all parts including the display panel, updates, minor update of software, maintenance or support for its proper operation, performance and output as specified in the tender technical specifications for a period of one year from date of installation.
- 49.4** If the Software/Solution does not perform in accordance with the contract during the Warranty Period, then the selected bidder shall take such steps as necessary to repair or replace the Software/Solution. Such warranty service shall be provided at the vendor's expense and shall include all media, parts, labor, freight, and insurance to and from the department's site.
- 49.5** Warranty service may be provided by a third party, provided such third party is authorized to perform warranty service by the selected bidder or, if the selected bidder is not the Manufacturer, by the Manufacturer prior to the RFP closing date and time.
- 49.6** If any defect in the Software/Solution is not rectified by the selected bidder before the end of the Warranty Period, the Warranty Period shall be extended until, in the opinion of the Bank: a) the defect has been corrected; and b) the Software/Solution functions in accordance with the contract for a reasonable period of time.

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

- 49.7** Despite any other provision, the Bank, may return a defective Hardware/Software/Solution to the selected bidder within ten (10) days of delivery of the Software/Solution and the selected bidder shall immediately provide full exchange or refund. For the purpose of this section, "defective Solution" includes, but is not limited to a) broken seals; b) missing items; and c) Software that are not the most current version at the time of shipping.
- 49.8** The selected bidder shall provide, after the warranty commences for all Hardware/Software/Solution components, telephone support to the Bank during Business Days for assistance with the operation of the Hardware/Software/Solution.

50. Scope involved during warranty period

During the period of contract up to completion of warranty, the bidder shall perform the following:

- 50.1.** If any software and hardware updates provided by the OEM as free of cost, it should be provided and installed & configured by the selected bidder during Warranty.
- 50.2.** Any corruption in the software or media shall be rectified during the Warranty, at no extra cost to the Bank.
- 50.3.** The system spare parts/services, as and when required, and complete maintenance of the ordered items during warranty period.
- 50.4.** Only licensed copies of software shall be supplied and ported in the ordered items. Further, all software supplied shall be of latest version.

51. Spare Parts

- 51.1.** The selected bidder shall make available the spare parts, components etc. for the systems for a period to be specified by the Bank, during warranty period.
- 51.2.** If any of the peripherals / components is not available during the warranty period, the substitution shall be carried out with peripherals/components of equivalent or higher capacity.

52. Mean Time Between Failures (MTBF)

If during the warranty period, any hardware and/or software items fails on three or more occasions in a quarter, such hardware/software items shall be replaced by equivalent / superior new hardware/software items by the bidder at no additional cost to the Bank.

53. Defect Liability

In case any of the supplies and equipment delivered under the contract are found to be defective as to material and workmanship and / or not in accordance with the requirement, and/or do not achieve the guaranteed performance as specified herein, within the warranty period of the contract, the selected bidder shall forthwith replace/make good such defective supplies at no extra cost to the bank without prejudice to other remedies as may be available to the Bank as per RFP terms.

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

E. General Conditions

54. Intellectual Property Rights

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

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

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

54.4 The bidder acknowledges that business logics, workflows, 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.

55. Roles and Responsibilities during Project Implementation

55.1 All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning, monitoring and maintenance during warranty and AMC etc., shall be provided by the selected bidder at no extra cost to the Bank for completing the scope of work as per this RFP.

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

55.2 The selected bidder shall take all steps to ensure safety of bidder's and the Bank's personnel during execution of the contract and also be liable for any consequences due to omission or act of the selected bidder or their sub-contractors.

55.3 In case of any damage of Bank's property during execution of the work is attributable to the bidder, bidder has to replace the damaged property at his own cost.

55.4 The selected bidder has to execute an Undertaking of Authenticity for Hardware/Software items as per **Annexure-14**.

56. Indemnity

56.1 The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities(including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:

- a) The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder.
- b) Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;

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

- a) All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
- b) 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.
- c) All employees 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 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.

56.3 Bidder's aggregate liability shall be subject to an overall limit of the total Cost of the project.

57. Inspection of Records

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

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

58. Assignment

- 58.1** The vendors shall not assign to anyone, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's prior written consent.
- 58.2** If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP/Agreement shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Bank and vendor under this RFP.

59. Publicity

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

60. Insurance

The Hardware to be supplied will be insured by the bidder against all risks of loss or damages from the date of shipment till such time, the same is delivered and installed at site and handed over to the Bank/Office. The bidder has to obtain transit insurance cover for the items to be delivered from their factory/godown to the location and such insurance cover should be available till delivery of all the ordered items.

61. Guarantees

The bidder should guarantee that the hardware items delivered to the Bank are brand new, including all components. In the case of software, the bidder should guarantee that the software supplied to the Bank are latest version which includes all patches, updates etc., and the same are licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation.

62. Confidentiality and Non- Disclosure

- 62.1** The bidder shall take all necessary precautions to ensure that all confidential information is 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-13**.
- 62.2** No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.

63. Amendments on the Purchase Order

- 63.1** Once purchase order is accepted by the selected bidder, no amendments or modifications of order and no waiver of any of the terms or conditions thereof shall be valid or binding unless made in

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

writing.

63.2 Bank reserves the right to alter the quantities specified in the tender and to delete/substitute items/add from the ones specified in the tender at any point of time before the release of the purchase order.

64. Amendments on the Agreements

Once the contract agreement is executed with the selected bidder, no amendments or modifications of Agreement and no waiver of any of the terms or conditions thereof shall be valid or binding unless made in writing.

65. General Order Terms

Normally, the order will be placed on the successful bidder as per the details given in the bid document. But, if there is any change in name/address/constitution of the bidding Firm/Company at any time from the date of bid document, the same shall be informed by the bidders to the Bank immediately. This shall be supported with necessary documentary proof or court orders, if any. Further, if the bidding Firm/ Company is undergoing any re-organization/ restructuring/ merger/ demerger and on account such a change the Firm/Company is no longer performing the original line of business, the same shall be informed to the Bank. There shall not be any delay in this regard. The decision of the Bank to place orders or otherwise under such situation shall rest with the Bank and the decision of the Bank is final.

66. Negligence

In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder.

67. Responsibility for Completeness

67.1 The selected bidder shall ensure that the Solution provided [Hardware/Software etc.] meets all the technical and functional requirements as envisaged in the scope of the RFP.

67.2 The selected bidder shall deliver, install the equipment, and port the software, and arrange for user level demo at bidder's cost as per accepted time schedules. The selected bidder is liable for penalties levied by the Banks for any deviation in this regard. The bidder shall provide for all drivers/software required to install, customize, and test the system without any further charge, expense, and cost to Bank.

67.3 The selected bidder shall be responsible for any discrepancies, errors and omissions or other

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

information submitted by him irrespective of whether these have been approved, reviewed, or otherwise accepted by the Bank or not. The selected bidder shall take all corrective measures arising out of discrepancies, error and omission other information as mentioned above within the time schedule and without extra cost to the Bank.

68. Responsibility of the Bidder

By submitting a signed bid/response to this **RFP** the Bidder certifies that:

- 68.1** The bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition.
- 68.2** The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
- 68.3** No attempt by the bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- 68.4** Each bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with the Bank. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.
- 68.5** The selected bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The selected bidder represents that all software, hardware and services to be supplied in response to this RFP shall meet the requirement of the solution proposed by the selected bidder. The selected bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. 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 selected 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.

69. Force Majeure

- 69.1** The selected bidder 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 selected bidder, i.e., Force Majeure.

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

- 69.2** For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the selected bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earthquake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the selected bidder, resulting in such a situation.
- 69.3** In the event of any such intervening Force Majeure, the selected bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the selected bidder 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.
- 69.4** 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 three months, the Banks and the selected 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 selected bidder.

70. Corrupt and Fraudulent Practices

- 70.1** As per Central Vigilance Commission (CVC) directives, it is required that Bidders /Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy.
- 70.2** "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution and;
- 70.3** "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- 70.4** The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 70.5** The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 70.6** The decision of Bank in determining the above aspects will be final and binding on the all the bidders. No bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its bid, from the time of bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.
- 70.7** Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the bidder's bid and/or blacklisting the

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

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.

70.8 The bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor as a part of this RFP.

71. Resolution of Disputes

All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there-in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration shall be Bengaluru, India.

72. Modification/Cancellation of RFP

The Bank reserves the right to modify/cancel/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.

73. Responsibilities of the Selected Bidder

73.1 The selected bidder has to inform change in the management of the company, if any, to the Bank within 30 days from the date of such change during warranty period.

73.2 The Bank will call for Audited Balance Sheet of the selected bidder at any point of time during warranty period and the selected bidder shall provide the same.

73.3 The selected bidder shall submit updated Escalation Matrix for the product/services on a **Half-Yearly basis** as at the end of 31st March and 30th September during warranty period.

74. Legal Disputes and Jurisdiction of the court

74.1 The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

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 and related costs and a right for damages.

74.2 All disputes and controversies between Bank and Bidder 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.

General Manager

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

Annexure-1
Pre-Qualification Criteria

Date: DD/MM/YY

To
General Manager,
Karnataka Gramin Bank,
Canara Bank RRBs CBS Project Office, 19-19/1,
III Floor, Above Canara Bank Regional Office, South end Road,
Basavanagudi, Bengaluru -560 004.

Dear Sir,

SUB: Selection of Vendor for Supply, Installation & Maintenance of Tabs, Wireless MPOS Devices (Pin Pad) and Fingerprint Biometric Scanner with Printer.

Ref: Your RFP KaGB: Project Office: RFP/01/2022-23 dated 07.06.2022.

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Eligibility Criteria:

Table 7: Pre-Qualification Criteria

Sl. No.	Eligibility Criteria	Documents to be submitted for Eligibility Criteria Compliance	Bidder's Response and Documents Submitted
1.	The bidder should be a Partnership firm registered under LLP Act, 2008/Indian Partnership Act, 1932 or Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013 and should have been in operation for last Five years as on RFP date.	Copy of Certificate of LLP registration. (OR) 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.	
2.	The bidder should have implemented Tab based FI Solutions (Such as DBT, Aadhaar based Payment etc.,) at-least in 250 locations in scheduled commercial Banks/ RRBs/ Government Department/Public Sector Units in India in any one year out of last three financial	Purchase Order Copies/Service Contracts/Reference letters from the organization for which the hardware is supplied and installed.	

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

	years ending 31.03.2022.		
3.	The Bidder should have a minimum turnover of INR Two (2) Crores per annum in any three out of last Five (5) financial years (2016-17, 2017-18, 2018-2019, 2019-20 and 2020- 21).	<p>i.) Copy of the balance sheet for 2016-17(Audited), 2017-18 (Audited), 2018-19 (Audited), 2019-20 (Audited), and 2020-21 (Audited/Provisional).</p> <p>ii.) A certificate from chartered accountant to this effect with Unique Document Identification Number (UDIN).</p>	
4.	The bidder should have positive net worth as on 31/03/2021.	<p>The 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>	
5.	<p>The bidder should be the original equipment manufacturer (OEM) of proposed Hardware/Software.</p> <p align="center">OR</p> <p>Authorized supplier/Distributor /System Integrator (SI) of proposed Hardware/Software items.</p>	<p>Bidder has to submit an Undertaking Letter stating that Bidder is Original Equipment Manufacturer (OEM)/ Original Software Developer (OSD)/ Original Software Owner (OSO) of the proposed Software/ Solution.</p> <p>If the bidder is an Authorized Supplier/Distributor/System Integrator, an Authorization letter from the OEMs of respective hardware/Software items to deal/market their product and it should be valid for a minimum period of two years from the date of submission of Bid.</p> <p>Bidder needs to provide authorization letter from OEM permitting to participate in this tender. The OEM shall further certify that if the Bidder is not able to perform the obligations as per the contract then the same shall be provided by OEM directly or</p>	

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

		through another authorized partner in terms of RFP/Order.	
6.	Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid.	A self-declaration letter by the Bidder on their Company's letterhead should be submitted.	
7.	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 Department of Expenditure, MoF : Insertion of rule 144(xi) in the GFRs ,2017 dated 23.07.2020). Bidder from a country which share a land border with India means: 1.An entity incorporated, established or registered in such a country; or 2.A subsidiary of an entity incorporated, established or registered in such a country; or 3.An entity substantially controlled through entities incorporated, established or registered in such a country; or 4.An entity whose beneficial owner is situated in such a country; or 5.An Indian (or other) agent of	A declaration in letterhead of the firm /company as per Annexure - 20 is to be submitted.	

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

	such an entity; or 6.A natural person who is a citizen of such a country; or 7.A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.		
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We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection.

Date:

Signature with seal:

Name :

Designation

NOTE:

1. In case of business transfer where Bidder has acquired a Business from an entity (“Seller”), work experience credentials of the Seller in relation to the acquired Business may be considered
2. Bidders need to ensure compliance to all the eligibility criteria points.
3. In case of corporate restructuring of a company, certificate of incorporation, financial statements, credentials prior to such restructuring to be furnished.
4. Scheduled Bank refer to Public sector / Private Banks/ Regional Rural Banks in India only.
5. The Bank will check compliance of the bidder’s submission with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): ‘Commission has decided that in all cases of procurement, the following guidelines may be followed:
 - In a RFP, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of 'item/product' in the CVC guidelines refer to ‘the final solution that bidders will deliver to the customer’.
 - If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same RFP for the same item/product.
6. The final solution mentioned above refers to the solution based on the scope given in this RFP.
7. The decision of the bank shall be final and binding in this regard. Any deviations will be ground for disqualification.

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

**Annexure-2
Technical Requirements**

Sub: RFP for Selection of Vendor for Supply, Installation & Maintenance of Tabs, Wireless MPOS Devices (Pin Pad) and Fingerprint Biometric Scanner with Printer.

Ref: KaGB/ Project Office/RFP/01/2022-23 dated 07.06.2022.

Note:

1. The Bidder shall specifically mention the make and model of the items offered for all the requirements in terms of RFP without fail, failing which bid is liable for rejection.
2. If the Bidder feels that certain features offered are superior to what has been specified by the Bank, it shall be highlighted separately. Information regarding any modification required in the proposed configuration to meet the intent of the specifications and state-of-the-art technology shall be provided. However, the Bank reserves the right to accept modifications/superior features suggested/offered.
3. The bidder shall provide all other required equipment and services, whether or not explicitly mentioned in this RFP, to ensure the intent of specification, completeness, operability, maintainability and upgradability.
4. The selected bidder shall own the responsibility to demonstrate that the products offered are as per the specification /performance stipulated in this RFP and as committed by the Bidder either at site or in bidder's work site without any extra cost to the Bank.

Table 8: Minimum Technical Specification required for TAB

Description	Technical Specifications
Connectivity	Wifi+4G
OS	Android
Operating System Version	11
RAM	4 GB
Supported Network	4G LTE, GSM
Display Supported Network	GSM/LTE
Processor Type	Octa Core
User interface	Touch Interface
Display Size	10.1"
Sales package	Pad, Charger, Data Cable, User Manual, SIM Pin
Display Resolution	1280 x 800 Pixels
Primary Camera	13 MP
Internal Storage	64 GB

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

Processor Speed	2 GHz
Sim Size	Nano SIM/Micro SIM
Sensors	Ambient Light Sensor P - Sensor/Accelerometer
SIM Type	Single
ROM	64 GB
Battery Capacity	6600mAh
Secondary Camera	5 MP
Bluetooth Version	v5.0
Headphone Jack	3.5 mm
WiFi Version	802.11 a/b/g/n/ac
GPS Support	Yes
Expandable Storage Capacity	1 TB
Memory Card Slot Type	Micro SD
Memory Card Support	Yes
Anti-Virus	To be included with 1 year validity from the date of installation

Table 9:Minimum Technical Specification required for Biometric Scanner with Printer

Description	Technical Specifications
Scanned Finger Area	12.8 x 18 mm
Image Resolution	508 dpi
Gray Scale Image Depth	8-bit (256 Levels)
Type	Capacitive
Printer Type	Thermal
Compatible Applications	Aadhaar Pay, AEPS, Aadhaar Authentication 2FA
Data Encryption	AES-256 Bit
Image Types	FIR & FMR
Battery	7.4 V, 2000 mAh
Charger	Input: 220-240 v AC Output: 9 V DC
Operating Systems	Windows 10, Android 5 and above
Connectivity	Bluetooth and Wifi
Certification	BIS, LO RD Service Certificate

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

Table 10: Minimum Technical Specifications required for wireless mPOS devices (Pin Pad)

Processor	32-bit-ARM CPU
Memory	128 KB SRAM + 1 MB Flash External Storage: 4 MB Flash
Catd Readers	Chip & PIN NFC Contactless Magnetic Stripe
Display	128 x 64 Pixels LCD
Comms Configuration	Bluetooth 4.2
Battery	250 mAh 3.7 V
Keys/Buttons	13 Keys:0-9 3 Function Keys
Audio	1 Buzzer
Ports	1 Micro-USB 2.0
Physical	116 x 59.6 x 13 mm, 83g (including battery)
Accessories	1 USB Cable
Certifications	PCI PTS 5.X SRED, EMV L1 & L2, STQC, Discover D-PAS

Note: Embedded devices are not permitted to quote.

Date:

Signature with seal:

Name :

Designation:

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

Annexure – 3

Commercial Bill of Material

Sub: RFP for Selection of Vendor for Supply, Installation & Maintenance of Tabs, Wireless MPOS Devices (Pin Pad) and Fingerprint Biometric Scanner with Printer.

Ref: KaGB/ Project Office/RFP/01/2022-23 dated 07.06.2022.

Note:

1. These details should be on the letter head of Bidder and each & every page should be signed by an Authorized Signatory with Name and Seal of the Company.
2. Please be guided by RFP terms, subsequent amendments and replies to pre-bid queries (if any) while quoting.
3. Do not change the structure of the format nor add any extra items.
4. No counter condition /assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.

Table 11: Commercial Bill of Material

Sr no	Description	Unit Price with One-Year warranty Excl of GST (A)	Qty (B)	Total Price Excl of GST (C=A * B)	GST % (D)	GST Amount (E=C*D)	Total Price inclusive of GST (F=C+ E)
1.							
2.							
3.							
Grand Total Inclusive of GST							

Rupees _____

Undertaking:

- 1) Bill of Material is submitted on the letter-head and is signed by an Authorized Signatory with Name and Seal of the Company.
- 2) We confirm that we have gone through RFP clauses, subsequent amendments and replies to pre-bid queries (if any) and abide by the same.
- 3) We have not changed the structure of the format nor added any extra items. We note that any such alteration will lead to rejection of the bid.
- 4) We agree that no counter condition/assumption in response to commercial bid will be

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

accepted by the Bank. Bank has a right to reject such bid.

5) We are agreeable to the payment schedule as per “payment terms” of the RFP.

Date:

Signature with seal:

Name :

Designation:

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

Annexure-4

Business Rules for Reverse Auction

1. Particulars:

Table 12:

Sl.No.	Particulars	Details
1.	AUCTION TO BE CONDUCTED BY (SERVICE PROVIDER)	e-Procurement Technologies Limited Auction Tiger, A 202, Wall street II, Opposite to Orient Club, Ahmedabad – 380 006.
2.	WEBSITE ADDRESS FOR REVERSE AUCTION DATE OF AUCTION	Will be intimated at a later date to the shortlisted bidders

2. Online Reverse Auction

Bank desires to make use of Online Reverse Auction for various procurement processes at its Offices to get the most competitive price from the participating technically and commercially qualified Bidders. Reverse Auction event will be carried out among the Qualified Bidders, for providing opportunity to the Bidders to quote the price dynamically for the procurement for which RFP is floated.

3. Process of Reverse Auction

- Bank will engage the services of a Service provider for conducting Online Reverse Auction on behalf of the Bank.
- For the proposed reverse auction, technically and commercially qualified Bidders having a valid digital certificate alone shall be eligible to participate.
- Rules like event date and time, start price, bid decrement, extensions etc., will be communicated for compliance to the Bidder.
- **Reverse Auction will normally, be for a period of ½ hour (30 minutes). If a Bidder places a Bid price in last 10 minutes of closing of the Reverse Auction, the auction period shall get extended automatically for another 10 minutes. Number of extension will be unlimited.** In case there is no bid price in the last 10 minutes of closing of RA, the auction shall get closed automatically without any extension.
- [The time period of RA & Maximum number of extensions & time are subject to change and will be advised to eligible bidders before the start of the RA event.]
- The Service Provider will provide all necessary training and assistance before commencement of online bidding on Internet. Service Provider / auctioneer is responsible for conducting training to all qualified Bidders participating in the reverse auction and bidding process. Bidder may contact the Service Provider in this regard.
- Wherever it is considered necessary and asked by the Bidders or as decided by the auctioneer or by Bank, a mock auction may also be conducted for the benefit of all concerned.
- Each Bidder shall participate in the training/ mock auction at his / their own cost. Bidder / Authorised representatives of the Bidders named in the authorization letter given by the Bidder shall be given with a unique user name, password by the Service Provider / auctioneer. Each

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

Bidder / Authorised representatives shall change the password after receipt of initial password from Service Provider.

- Reverse auction will be conducted on a scheduled date & time and the same shall be communicated in advance.
- Bidders have to submit the compliance form in the prescribed format, if any, provided by Service Provider before start of Reverse Auction. Without this the Bidder will not be eligible to participate in the event.
- Start price (exclusive of taxes) for the Reverse Auction will be notified by the Bank. This start price can be either of the following:
 - ✓ Lowest quote amongst the bidders
 - ✓ Quote determined by the Bank through a mechanism of price discovery/industry prevalent rates
- All the bids made from the login ID given to Bidder will be deemed to have been made by the Bidder to whom login ID and password were assigned by the Service Provider / auctioneer.
- Any bid once made through registered Login ID / password by the Bidder cannot be cancelled. The Bidder, in other words, is bound to supply the items as per the RFP at the bid price offered during the Reverse Auction.
- Every successive bid by the Bidder being decremented bidding shall replace the earlier bid automatically and the final bid as per the time and login ID shall prevail over the earlier bids.
- The Bank shall conduct the reverse auction as per the Standard English reverse auction, that is, no two bids can have identical price from two different Bidders. In other words, there shall never be a “Tie” in bids.
- At the end of Reverse Auction event, the lowest Bidder value will be known on the network.
- **The lowest Bidder has to submit the duly signed filled-in prescribed format along with break-up as provided on case-to-case basis to the Bank within 48 hours of auction without fail as per Annexure-10 Price Bid Confirmation Post Reverse Auction.**
- **Any variation between the online Bid value and the signed document will be liable for rejection of the Bid, forfeiture of the Bid Security etc., and the Bidder may be disqualified to conduct business with the Bank in future.**
- The Reverse Auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.
- The Service Provider at the end of each Reverse Auction shall provide the Bank with all details of the bids and reports of Reverse Auction.
- Bank's decision on award of Contract shall be final and binding on all the Bidders.

4. Rules and Terms & Conditions of Reverse Auction:

Online Reverse Auctions are carried out under the framework of a set of rules. Following are the ‘Rules and Terms & Conditions’ of Online Reverse Auction.

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

1. Definition :

- “Bank” means Karnataka Gramin Bank.
- “Service Provider” means the third party agency / company who have been selected by the Bank for conducting Reverse Auction.
- “Bidder” means the party or his authorised representative who has participated in the RFP / Tender Process, Technically qualified, having valid Digital Certificate, and willing to comply with all the instructions and terms and conditions of RFP.
- “L1” means the Bidder who has quoted lowest price in the Reverse Auction process.

2. Eligibility of Bidders to participate in Reverse Auction:

- Bidders who are qualified in terms of the relative Terms & Conditions of the RFP and accept the Rules and Terms & conditions of Reversion Auction and submit the undertaking as per the prescribed format in Annexure 7 – Reverse auction compliance statement can only participate in Reverse Auction related to the procurement for which RFP is floated.
- Bidders not submitting the above undertaking or submitting the same with deviations / amendments thereto will be disqualified from further evaluation / participation in the process of relevant procurement.
- Bidders should ensure that they have valid digital certificate well in advance to participate in the Reverse Auction. Bank and / or Service Provider will not be responsible in case Bidder could not participate in Reverse Auction due to non-availability of valid digital certificate.
- Bidders participating in Reverse Auction shall submit the following duly signed by the same Competent Authority who signs the offer documents in response to the RFP floated by the Bank.
- Undertaking letter for acceptance of Rules for Online Reverse Auction and Letter of Authority authorizing the name/s of official/s to take part in Reverse Auction as per the format Annexure 7 – Reverse Auction compliance statement.
- Agreement between Service Provider and Bidder. This format will be given by the service provider prior to announcement of Reverse Auction.

3. Training:

- The Service Provider shall impart training on the Reverse Auction to representatives of all eligible Bidders for participation in Reverse Auction.
- All rules & procedure related to Reverse Auction will be explained during the training.
- The Bank/Service Provider may also conduct a “Mock Reverse Auction” to familiarize the Bidder/s with Reverse Auction process.
- Date, Time, Venue etc. of training will be advised at appropriate time.
- Eligible Bidder / his authorized nominee has to attend the training as per the schedule and at the specified venue at his / Bidder’s own cost.
- No request from the Bidders for change in training schedule and/or venue will be entertained.
- However, Bank reserves the right to postpone / change / cancel the training schedule for whatsoever reasons without assigning any reasons there for, even after its communication to eligible Bidders.
- Any Bidder not participating in the training process will do so at his own risk and it shall not be open for him to make any complaint / grievance later.

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

4. Reverse Auction Schedule:

- The date & time of commencement of Reverse Auction and its duration of time shall be communicated to the eligible Bidders prior to the Reverse Auction date.
- Bank reserves the right to postpone / change / cancel the Reverse Auction event even after its communication to Bidders without assigning any reasons thereof.
- The time period of Reverse Auction & Maximum number of its extensions & time are subject to change and will be advised to eligible Bidders before the start of the Reverse Auction event.
- During English Reverse (no ties) Auction, if no bid is received within the specified time, the Bank, at its discretion, may decide to revise Start price / scrap the Reverse Auction process / proceed with conventional mode of tendering.
- Bank / Service Provider will in no way be responsible for any failing of systems / communications etc. In such a case FAX/EMAIL can be sent to Service Provider giving sufficient time for service provider to upload in their systems. Bank's decision will be final in this matter. No correspondence shall be entertained in this matter.

5. Bidding Currency:

Bidding will be conducted in Indian Rupees (INR).

6. Start Price(CAP Price):

- Bank shall determine the Start Price for Reverse Auction
 - i. on its own and / or
 - ii. Based on the indicative price band information on Grand Total as per our price schedule value received as per Annexure 3 – Bill of Materials
 - iii. The start price of an item in online Reverse Auction is open to all the participating Bidders. Bidders are required to start bidding after announcement of Start Price and decrement amount. Any Bidder can start bidding, in the online Reverse Auction, from the start price itself. Please note that the first online bid that comes in the system during the online Reverse Auction can be equal to the auction's start price, or lesser than the auction's start price by decremented value, or lesser than the auction's start price by multiples of decrement. The subsequent bid that comes in to outbid the L1 rate will have to be lesser than the L1 rate by one decrement value or in multiples of the decrement value.

7. Decrement Bid Value:

- The bid decrement value will be specified by Bank before the start of Reverse Auction event. It can be a fixed amount or percentage of Start Price or both whichever is higher or as determined by the Bank.
- Bidder is required to quote his bid price only at a specified decremented value which may be informed to the technically qualified Bidders during Reverse Auction.
- Bidder need not quote bid price at immediate next available lower level, but it can be even at 2 / 3 / 4level of next available lower level.
- Bid decrement value shall be rounded off to nearest 100s or 1000s.

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

8. Web Portal and Access:

- Reverse Auction will be conducted on a specific web portal meant for this purpose with the help of the Service Provider identified by the Bank. [M/s e-Procurement Technologies ltd.].
- Service Provider will make all necessary arrangement for fair and transparent conduct of Reverse Auction like hosting the web portal, imparting training to eligible Bidders etc. and finally conduct of Reverse Auction.
- Bidders will be participating in Reverse Auction event from their own office / place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by Bidder themselves.
- In the event of failure of their internet connectivity (due to any reason whatsoever it may be)
 - i. It is the Bidders responsibility/ decision to send fax/email communication immediately to Service Provider furnishing the bid price, they want to bid online, with a request to upload the faxed/email bid price online so that the service provider will upload that price online on behalf of the Bidder.
 - ii. It shall be noted clearly that the concerned Bidder communicating this price to Service Provider has to solely ensure that the fax/email message is received by Service Provider in a readable / legible form and also the Bidder should simultaneously check up with Service Provider over phone about the clear receipt of the bid price faxed/emailed and the Service Provider has entered the same in the system.
 - iii. It shall also be clearly understood that the Bidder shall be at liberty to send such fax/email communications of prices to be uploaded by Service Provider only before the closure of Reverse Auction time and under no circumstances it shall be allowed beyond the closure of Reverse Auction event time. No fax/email will be entertained during the last extension in the extended period.
 - iv. Such Bidders have to ensure that the Service Provider is given reasonable time by the Bidders, to upload such faxed/emailed bid prices online and if such required time is not available at the disposal of Service Provider at the time of receipt of the fax/email message from the Bidders, Service Provider will not be uploading the bid prices. It is to be noted that neither the Bank nor the Service Provider will be responsible for these unforeseen circumstances.
- In order to ward-off such contingent situation:
 - v. Bidders are advised to make all the necessary arrangements / alternatives such as back -up power supply, whatever required so that they are able to circumvent such situation and still be able to participate in the Reverse Auction successfully.
 - vi. Bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations.
 - vii. Failure of power at the premises of Bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction.
 - viii. On account of this the time for the auction cannot be extended and Bank is not responsible for such eventualities.

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

ix. Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of Reverse Auction irrespective of the cause.

- For making the process of Reverse Auction and its result legally binding on the participating Bidders, Service Provider will enter into an agreement with each Bidder, before the start of Reverse Auction event. Without this Bidder will not be eligible to participate in the event.
- Neither Bank nor service provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc. Bank's decision will be final in this regard. Bank will not entertain any correspondence in this regard.

9. Transparency of Bids:

All Bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

10. Masking of Names:

- Bidder will be able to view the following on their screen along with the necessary fields in Reverse Auction :
 - i) Opening Price
 - ii) Leading / Lowest Bid Price in Auction (only total price)
 - iii) Last Bid Price placed by the respective Bidder.
- Names of Bidders/ Bidders shall be anonymously masked in the Reverse Auction process and Bidders will be given suitable dummy names.
- After completion of Reverse Auction, the Service Provider / auctioneer shall submit a report to the Bank with all details of bid and the original names of the Bidders as also the L1 Bidder with his / their original names.

11. Finalization of the Bidder:

- At the end of Reverse Auction event Service Provider will provide the Bank all necessary details of the bid prices and reports of Reverse Auction.
- Upon receipt of above information from Service Provider, Bank will evaluate the same and will decide upon the winner i.e. Selected Bidder. Bank's decision on award of Contract shall be final and binding on all the Bidders.
- Selected Bidder has to fax/email the duly signed filled-in prescribed format as provided on case-to-case basis to Bank within 24 hours of Reverse Auction without fail. The original signed Annexure 8 –Price Bid Confirmation post Reverse Auction should reach the Bank within 48 hours of Reverse Auction without fail along with the break-up figures as per price schedule as per Annexure3 – Commercial Bill of Materials.
- Any variation between the on-line Reverse Auction bid price and signed document will be considered as sabotaging the RFP process and will invite disqualification of Bidder/vender to conduct business with Bank as per prevailing procedure.

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

- Selected Bidder has to give break-up of his last/lowest bid price as per Bill of Material at the end of Reverse auction event within 24 working hours without fail.
- Selected Bidder is bound to supply at their final bid price of Reverse Auction. In case of back out or failure to supply as per the rates quoted, Bank will take appropriate action against such Bidder and / or forfeit the Bid Security amount, debar him from participating in future.
- In case Bank decides not to go for Reverse Auction related to the procurement for which RFP is floated and price bids if any already submitted and available with Bank shall be opened as per Bank's standard practice using the closed sealed commercial bids.

12. Bidder's Obligation:

- Bidder shall not form a cartel and involve themselves in Price manipulation of any kind directly or indirectly with other Bidder / Bidders at any point of time. If any such practice comes to the notice, Bank shall disqualify the Bidder / Bidders concerned from the Reverse Auction process.
- Bidder shall not divulge his Bid details to unauthorized parties

13. Change in Rules and Terms & Conditions of Reverse Auction:

- Any change in the Rules as may become emergent and based on the experience gained shall be made only by a Committee consisting of Senior Executives of Bank.
- Bank reserves the right to modify / withdraw any of the Business Rules and Terms & Conditions of Reverse Auction at any point of time.
- Modifications of Business Rules and Terms & Conditions of Reverse Auction will be made available on website immediately.
- Modifications made during the running of Reverse Auction event will be informed to participating Bidders immediately.

14. Errors and Omissions:

On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Rules, the decision of the Bank shall be final and binding on all concerned.

Date

Signature with seal:

Name:

Designation:

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER
Annexure - 5
Conformity Letter**

To,

Date: DD/MM/YY

**General Manager
Karnataka Gramin Bank
Canara RRBs CBS Project Office, 19-19/1,
IIIrd Floor, Above Canara Bank Regional Office, Southend Road, Basavanagudi,
Bengaluru - 560 004**

Dear Sir,

Sub: Our conformity letter to your RFP No.: KaGB: Project Office: RFP: 01/2022-23 dated 07.06.2022

Further to our proposal dated _____, in response to the Request for Proposal (Bank's tender No. 01/2022-23 hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions/stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, provided however that only the list of comments and deviations furnished by us in Annexure -15 Compliance Statement of the main RFP document which are expressly accepted by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

We also hereby confirm that our prices as specified in the Annexure - 3 Commercial Bill of Materials and adhere to the Payment terms specified in the RFP.

Yours faithfully,

Authorized Signatory
Designation
Bidder's corporate name

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

**Annexure - 6
Checklist**

RFP ref no: KaGB: Project Office: RFP/01/2022-23 dated 07.06.2022 for **Selection of Vendor for Supply, Installation & Maintenance of Tabs, Wireless MPOS Devices (Pin Pad) and Fingerprint Biometric Scanner with Printer.**

Table 13: Checklist

SI. No.	Particulars	Vendor Response [Yes/No]
a.	Whether Cost of the Tender document (Demand Draft payable at Bengaluru) is submitted along with the Part A-Conformity to Eligibility Criteria?	
b.	Whether Bid Security/Declaration is Submitted in the Part A-Conformity to Eligibility Criteria?	
c.	Whether the Bid is authenticated by authorized person? Copy of Power of Attorney or Authorization letter from the company authorizing the person to sign the bid document to be submitted in Part A-Conformity to Eligibility Criteria?	
d.	Whether all pages are authenticated with signature and seal (Full signature to be affixed and not initials). Erasures / Overwriting / Cutting / Corrections authenticated Certification / Undertaking is authenticated?	
e.	Whether Escalation Matrix, Preventive and Break down / Corrective Maintenance is provided?	
f.	Whether address of Office on which order has to be placed is indicated in Annexure-10	
g.	Whether ensured that, the Hardware /Software and other Items quoted are not End of Sale for next one Year?	
h.	Whether ensured that, the separately sealed envelopes containing Part A-Conformity to Eligibility Criteria, Part B-Technical Proposal and Part-C Indicative Commercial Bid in Bank/s are placed and sealed in another big envelope super scribed as per RFP instructions. The Name of the Bidder and Due date of the RFP is specified on the top of the envelope.	
i.	Whether ensured Indexing of all Documents submitted with page numbers?	
j.	Whether replica of Price Bid (<u>Masked Commercial Bill of Material</u>) as per Bill of Material is submitted in Part-B Technical Proposal.	

Vendors to verify the above checklist and ensure accuracy of the same before submission of the bid.

Date

Signature with seal:

Name:

Designation:

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

Annexure - 7

Reverse Auction Compliance Statement

(To be submitted in Company's letterhead by all the Bidders participating in Reverse Auction)

To

Date: DD/MM/YY

General Manager,

Karnataka Gramin Bank,

Canara RRBs CBS Project Office, 19-19/1,

Illrd Floor, Above Canara Bank Regional Office, Southend Road, Basavanagudi,

Bengaluru - 560 004.

Dear Sir,

Sub: Your RFP No.: KaGB: Project Office: RFP: 01/2022-23 dated 07.06.2022

DECLARATION

1. We _____(name of the company) hereby confirm having submitted our bid for participating in Bank's RFP dated _____ for _____.
2. We also confirm having read and understood the terms of RFP as well as the Rules relating to the Reverse Auction for this RFP process.
3. We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document including the Rules for Reverse Auction, all annexure, addendum, and corrigendum.
4. We shall participate in the on-line auction conducted by _____ Ltd. (Service Provider) and submit our Commercial bid. We shall agree to enter into an agreement with the Service Provider for making the process of Reverse Auction and its results legally binding on us.
5. Bank and Service Provider shall not be liable & responsible in any manner whatsoever for our failure to access & bid in Reverse Auction due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
6. We understand that in the event we are not able to access the auction site, we may authorize Service Provider to bid on our behalf by sending a fax/email containing our offer price before the auction close time and no claim can be made by us on either Bank or Service Provider regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
7. We do understand that Service Provider may bid on behalf of other Bidders as well in case of above mentioned exigencies.
8. We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
9. We shall fax the duly filled in signed Price Bid format as provided in the RFP to the Bank and to the Service provider within 24 hours of end of online Reverse Auction without fail.

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

10. We undertake to submit the Original confirmation of last bid price by us to the Bank as well as to the Service provider within 48 working hours of the completion of event. We also undertake to submit the Bill of Materials as per the Price Schedule of this RFP.
11. We, hereby confirm that we will honor the Bids placed by us during the auction process, failing which we shall forfeit the EMD. We also understand that the Bank may debar us from participating in future tenders.
12. We undertake to supply at our final lowest bid price of Reverse Auction. In case of back out or not supply as per the rates quoted by us, Bank is free to take appropriate action against us and / or forfeit the Bid Security amount, debar us from participating in future tenders.
13. We confirm having nominated Mr./Ms. _____, designated as _____ of our company to participate in the Reverse Auction on behalf of the Company. His contact numbers Mobile: Tel: e-mail ID and office address is as of the company address furnished here below.
14. We accordingly authorize Bank and / or the Service Provider to issue user ID and password to the above named official of our Company.
15. Both Bank and the Service Provider shall contact the above named official for any and all matters relating to the Reverse Auction showing any of the communication modes mentioned in the item No. 13 above.
16. We undertake that the Company shall be bound by the bids made by the above named official of our Company in the Reverse Auction, failing which the Bank shall forfeit the EMD. We agree and understand that the Bank may debar us from participating in future tenders for any such failure on our part.

Signature of the Authorised Signatory with company seal

Name of the Authorised Signatory –
Company / Organization –
Designation within Company / Organization –
Address of Company / Organization –

Name of Authorised Representative: Mr. /Ms. _____
Designation of the Authorised Representative: _____
Signature of Authorised Representative: _____

Verified the above signature by

Signature of the Authorised Signatory Company seal Date: _____

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

Annexure - 8

Price Bid Confirmation Post reverse Auction

(To be submitted in Company's letterhead by all the Bidders participating in Reverse Auction)

To

Date: DD/MM/YY

General Manager.

Karnataka Gramin Bank.

Canara RRBs CBS Project Office, 19-19/1,

IIIrd Floor, Above Canara Bank Regional Office, Southend Road, Basavanagudi,

Bengaluru - 560 004.

Dear Sir,

Sub: Your RFP No.: KaGB: Project Office: RFP: 01/2022-23 dated 07.06.2022 for "Selection of Vendor for Supply & Maintenance of Tabs, Wireless MPOS Devices (Pin Pad) and Fingerprint Biometric Scanner with Printer"

Dear Sir,

SUB: Final / Lowest Bid Price quoted in Reverse Auction held on _____ in respect of RFP Ref. No. _____ Dated _____ for procurement of _____

We confirm that the final total bid price quoted by us in the captioned Reverse Auction event for captioned tender is as under – Rs. (in figure): _____ Rs. (in words): _____ and also submitting the detailed price schedule with item wise details as per Annexure 3 – Bill of Materials.

We confirm that:-

We enclose herewith the detailed break-up of above price as per Bill of Material. We undertake to submit the Original duly signed detailed break-up of above bid price as per Bill of Material of the subject RFP within 48 hours from the end-of Reverse Auction event.

Any variation between the on-line Reverse Auction bid price quoted by us and this document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vender to conduct business with Bank as per prevailing procedure. In such case Bank is free to take appropriate action and / or forfeit the Bid Security amount and / or debar us from participating in future. We are bound to supply at the above final bid price of Reverse Auction. We note that in case of back out by us or not supplying as per the above rates quoted by us, Bank will take appropriate action against us and / or forfeit our Bid Security amount and / or debar us from participating in future.

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

Signature of the Authorised Signatory with company seal

Name of the Authorised Signatory –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

eMail id:

Mobile:

Tel. No:

Fax No:

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

Annexure- 9

Bid Covering Letter Format

[On firms / Company's Letter head]

To be included in Part- A Conformity to Eligibility Criteria envelop

**To
General Manager,
Karnataka Gramin Bank,
Canara Bank RRBs CBS Project Office, 19-19/1,
III Floor, Above Canara Bank Regional Office,
South end Road, Basavanagudi.
Bengaluru – 560004.**

Date: DD/MM/YY

Dear Sir,

SUB: RFP for Selection of Vendor for Supply & Maintenance of Tabs, Wireless MPOS Devices (Pin Pad) and Fingerprint Biometric Scanner with Printer.

Ref: Your RFP ref no: KaGB: Project Office: RFP/01/2022-23 dated 07.06.2022.

1. Having examined the tender documents including all annexures and appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer implementation of ALL the services mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your organization in conformity with the said tender documents in accordance with the Bill of Materials and made part of this Tender.
2. If our Bid/Offer is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document. We agree to abide by the offer validity for 180 days from last date of opening of commercial bid and our offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
3. We have quoted for all items as requested by the Bank in the RFP and stand committed to deliver to the highest standards and quality as required by the Bank to meet the timelines of the project. Our bid submission is in line with the requirements of the Bank as stated in the RFP.
4. We confirm that we have factored in all costs and expenses for meeting the complete scope and deliverables of the RFP.
5. We have enclosed BID Security /Declaration as per Appendix-D/Appendix-G. However, if we withdraw our offer within the said validity period, you shall have the right to suspend us from participating in the contract offers/tenders for a period of 3 years, without reference to us. We agree to abide by and fulfill all the terms and conditions of the tender.
6. We are completely aware of the Service Level requirements (SLA) and timelines specified by the Bank and are committed to adhering to the same. We have also clearly taken note of the service level requirements of the Bank and expectations from us and wish to confirm that we have taken care of every aspect to meet the same.

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

7. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
8. We undertake that we have not been blacklisted by any Government department/PSU/Bank/Financial Institution in India.
9. We have clearly understood the Bank’s requirements and wish to confirm that we abide by the terms and conditions of the RFP and addendums issued thereafter.
10. We confirm and understand that all arithmetical totaling errors will be corrected for the purpose of evaluation only and the consideration of that error for payment would be completely according to Bank’s discretion. We also confirm and understand that for all other errors which we have made in the bid, the Bank for the purpose of evaluation will take the corrected amount based on the price quoted by us in the price sheets but the payment of such amounts would be completely according to the Bank’s discretion.
11. We confirm that the prices and values quoted by us encompass the complete scope of the project and we will ensure that the quality of deliverables for the project is not affected due to any pricing pressures.
12. We will be the single point of contact/reference to the Bank. Our consortium partners confirm that they are willing to enter into back-to-back agreement that is in conformity with the deliverables and other service/uptime commitments we make to Bank as per the RFP. If requested, we will share the copy of the back-to-back agreement with our consortium partner to the Bank.
13. We agree that Bank is not bound to accept the lowest or any Bid the Bank may receive without assigning any reason whatsoever.
14. We certify that we have provided all the information requested by Bank in the format requested for. We also understand that Bank has the exclusive right to reject this offer in case Bank is of the opinion that the required information is not provided or is provided in a different format.

Date:

Signature with Seal

Name:

Designation:

[Note: This letter should be on the letterhead of the Vendor duly signed by an authorized signatory]

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER
Annexure - 10
Bidders Profile**

To
General Manager,
Karnataka Gramin Bank,
Canara Bank RRBs CBS Project Office, 19-19/1,
III Floor, Above Canara Bank Regional Office,
South end Road, Basavanagudi.
Bengaluru – 560004.

Date: DD/MM/YY

Dear Sir,

SUB: RFP for Selection of Vendor for Supply & Maintenance of Tabs, Wireless MPOS Devices (Pin Pad) and Fingerprint Biometric Scanner with Printer.

Ref: Your RFP ref no: KaGB: Project Office: RFP/01/2022-23 dated 07.06.2022.

Table 14:

Sl. No.	Particulars	Details
a)	Name of the Bidder Firm/Company	
b)	Proposed Solution Name with Name of OEM & OSD/ OSO	
c)	Constitution (Ltd./ Pvt. Ltd/Firm)	
d)	Date of Incorporation and / or Commencement of business	
e)	Certificate of Incorporation (CIN)	
f)	Whether registered as MSE for the item under the RFP? (Proof of registration as MSE for the item under the RFP)	
g)	Whether Recognized as a Startup by Department of Industrial Policy and Promotion (DIPP)? (Proof of such Recognition, indicating terminal validity date of registration and Certificate from CA that the Turnover of the entity complies with Startup guidelines)	
h)	Whether eligible for Purchase Preference linked with Local Content under Public Procurement (Preference to Make in India) Order 2017, and Notifications issued thereunder? (Form PP-C or PP-D as applicable) Make In India related forms to be submitted as part of Eligibility bid.	

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

i)	Address of Corporate Office	
j)	Address of the Registered Office	
k)	Particulars of the Primary Contact Person (Authorized Signatory of the Bidder)	Name
		Designation
		Address for Correspondence
		Phone Number (Landline)
		Mobile Number
		Email address
l)	Particulars of the Secondary Contact Person	Name
		Designation
		Mobile Number
		Email address
m)	Firm / Company Website address	
n)	Firm/Company PAN number Firm/Company GST Number <u>Beneficiary Bank Details</u> Beneficiary Name Beneficiary Account Number Type of Bank Account (Current/OD/OCC etc.) IFSC Code Beneficiary Bank Name & Branch address	

Date:

Signature with Seal

Name:

Designation:

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

Annexure - 11
Service Support Details

To
General Manager,
Karnataka Gramin Bank,
Canara Bank RRBs CBS Project Office, 19-19/1,
III Floor, Above Canara Bank Regional Office,
South end Road, Basavanagudi.
Bengaluru – 560004.

Date: DD/MM/YY

Dear Sir,

SUB: RFP for Selection of Vendor for Supply & Maintenance of Tabs, Wireless MPOS Devices (Pin Pad) and Fingerprint Biometric Scanner with Printer.

Ref: Your RFP ref no: KaGB: Project Office: RFP/01/2022-23 dated 07.06.2022.

Table 15:

Sl. No.	Location	Postal Address	Mobile No.	Landline No	Email-ID	No. of Engineers/ Service Staff
1.						
2.						
3.						
4.						
5.						

Date:

Signature with Seal

Name:

Designation:

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

Annexure - 12
Authorization Letter Format

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

Ref No:

Date:

**To,
General Manager,
Karnataka Gramin Bank,
Canara Bank RRBs CBS Project Office, 19-19/1,
III Floor, Above Canara Bank Regional Office,
South end Road, Basavanagudi.
Bengaluru - 560004**

Dear Sir,

SUB: RFP for Selection of Vendor for Supply & Maintenance of Tabs, Wireless MPOS Devices (Pin Pad) and Fingerprint Biometric Scanner with Printer.

Ref: Your RFP ref no: KaGB: Project Office: RFP/01/2022-23 dated 07.06.2022

This has reference to your above RFP.

Mr./Miss/Mrs. _____ is hereby authorized to attend the bid opening of the above RFP on _____ on behalf of our organization. The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name and 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.

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

Annexure - 13

Non-Disclosure Agreement

(To be given on the Company's Letter Head)

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the Bidder, are agreeable to provide IT Security/ Infrastructure services to Karnataka Gramin Bank, having its Head office at 32, Sanganakkal Road, Gandhinagar, Ballari and Kerala Gramin Bank having its Head Office and Malappuram, Kerala hereinafter referred to as the **BANK/S** and,

WHEREAS, the Bidder understands that the information regarding the Bank's IT Infrastructure shared by the Bank in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the Bidder understands that in the course of submission of the offer for RFP Name and Number "**Your RFP ref no : KaGB: Project Office: RFP/01/2022-23 dated 07.06.2022 Selection of Vendor for Supply, Installation & Maintenance of Tabs, Wireless MPOS Devices (Pin Pad) and Fingerprint Biometric Scanner with Printer**" 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 to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK.

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

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER
Annexure - 14**

Undertaking of Authenticity for Selection of Vendor for Supply, Installation & Maintenance of Tabs, Wireless MPOS Devices (Pin Pad) and Fingerprint Biometric Scanner with Printer.

SUB: RFP for Selection of Vendor for Supply, Installation & Maintenance of Tabs, Wireless MPOS Devices (Pin Pad) and Fingerprint Biometric Scanner with Printer.

Ref: Your RFP ref no: KaGB: Project Office: RFP/01/2022-23 dated 07.06.2022

We hereby undertake that all the components/parts/assembly/software used in the **Tags, Wireless MPOS Devices (Pin Pad) and Fingerprint Biometric Scanner with Printer** under the above shall be original new components /parts /assembly /software only from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system/Software if asked for by you in the purchase order the same shall be supplied along with the authorized license certificate (e.g. Product Keys on Certification of Authenticity in case of Microsoft Window Operating System/Software) and also that it shall be sourced from the authorized source (e.g. Authorized Microsoft Channel in case of Microsoft Operating System).

We conform that the software is free from bugs, malware, covert channels in code etc.

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM suppliers at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with the above at the time of delivery or during installation, for the IT Hardware/Software already billed, we agree to take back the **Tags, Wireless MPOS Devices (Pin Pad) and Fingerprint Biometric Scanner with Printer** without demur, if already supplied and return the money if any paid to us by you in this regard.

Date:

Signature with Seal

Name:

Designation:

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

Annexure - 15

Compliance Statement

SUB: RFP for Selection of Vendor for Supply, Installation & Maintenance of Tabs, Wireless MPOS Devices (Pin Pad) and Fingerprint Biometric Scanner with Printer.

Ref: Your RFP ref no: KaGB: Project Office: RFP/01/2022-23 dated 07.06.2022

[Please provide your comments on the Terms & Conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Curriculum Vitae, Experience in related projects, etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/suggestion/deviation that you propose as shown below.]

Table 16:

Sr. No.	Page #	Point / Section #	Clarification point as stated in the RFP document	Comment/ Suggestion/ Deviation
1				
2				
3				
4				
5				
6				
7				
8				
9				

Signature of Authorizing Authority with Seal

Place:

Date:

Note: If there are no deviations the bidder has to give his response by writing 'NIL' in the statement. If left Blank, it will be construed that there is no deviation from the specifications given above.

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

Annexure - 16
Undertaking Letter Format

SUB: RFP for Selection of Vendor for Supply, Installation & Maintenance of Tabs, Wireless MPOS Devices (Pin Pad) and Fingerprint Biometric Scanner with Printer.

Ref: Your RFP ref no: KaGB: Project Office: RFP/01/2022-23 dated 07.06.2022

- a. We understand that Bank shall be placing order to the selected bidder exclusive of taxes only.
- b. We also confirm that we have quoted the solution with GST only.
- c. We also confirm that in case of invocation of any Bank Guarantees submitted to the Bank, we will pay applicable GST on Bank Guarantee amount.
- d. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.
- e. We hereby confirm to undertake the ownership of the subject RFP.
- f. We also confirm that we have quoted for post warranty AMC rates (as per terms and conditions of the tender), giving the rates/price in Bill of Material (BOM).
- g. We hereby undertake to provide necessary hardware with latest product and software with latest version and any third-party licenses with latest version required for the implementation of the Solution. The charges for the above have been factored in Bill of Material (BOM), otherwise the Bid is liable for rejection. We also confirm that we have not changed the format of BOM.

Date:

Signature with Seal

Name:

Designation:

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

Annexure - 17
Escalation Matrix

SUB: RFP for Selection of Vendor for Supply, Installation & Maintenance of Tabs, Wireless MPOS Devices (Pin Pad) and Fingerprint Biometric Scanner with Printer.

Ref: Your RFP ref no: KaGB: Project Office: RFP/01/2022-23 dated 07.06.2022

Name of the Company:

Table 17:

Sl. No.	Name	Designation	Full Office Address	Phone No.	Mobile No.	Fax	Email address
a.		First Level Contact					
b.		Second level contact (If response not received in 4 Hours)					
c.		Regional/Zonal Head (If response not received in 24 Hours)					
d.		Country Head (If response not received in 48 Hours)					

Any change in designation, substitution will be informed by us immediately.

Date:

Signature with Seal
Name:
Designation:

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

Annexure - 18

Manufacture / Authorized Distributor in India Authorization Form

[Note: This Format Letter should be on the letterhead of the manufacturing concern/Distributor and should be signed by an Authorized Signatory of the manufacturer/ Authorized Distributor. This Format is for reference only. However, should contain the Para 1, 2 and 3]

**To,
General Manager,
Karnataka Gramin Bank,
Canara Bank RRBs CBS Project Office, 19-19/1,
III Floor, Above Canara Bank Regional Office,
South end Road, Basavanagudi.
Bengaluru – 560004.**

SUB: RFP for Selection of Vendor for Supply, Installation & Maintenance of Tabs, Wireless MPOS Devices (Pin Pad) and Fingerprint Biometric Scanner with Printer.

Ref: Your RFP ref no: KaGB: Project Office: RFP/01/2022-23 dated 07.06.2022

We hereby submit the following: -

1. We, M/s.....having factories at i.....
ii..... etc (OEM Addresses) are the Original Equipment Manufacturer of the following item/s.

Hardware Item	Make	Model No.

2. We do hereby authorise M/s(Name & Registered Address), our Agent/Partner/Distributor to submit Bid, Negotiate, Supply, Install and provide After Sales Support/Service for the above mentioned hardware items including sub components quoted by them to meet the above mentioned tender requirements.
3. M/s(Manufacturer/OEM) within the scope of the requirement as per the tender mentioned above through its authorized agent/partner M/s.....(Bidder/Supplier Name) shall provide support and product warranty services from the date of installation.
4. Our Authorized Dealer / Distributor i.e. M/shas entered into 'Back to Back support' agreement for the above hardware items, with us to ensure smooth working and to achieve the highest uptime of the offered product.
5. With respect to all the items as above,
 - a. We agree to provide services as per the scope of work and technical specifications of the subject RFP through our Partner M/s..... (Bidder).
 - b. We hereby further undertake to supply the only new components and no refurbished or recycled components will be supplied.
 - c. The Quoted make of all the items as above will not be end of sale within the Rate Contract Period & OEM support for the quoted model will be available for the period of agreement. In

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

case, we, M/s _____(OEM) declares any of the above model as End of Sale within the contract period or End of Support during the period of agreement, our Authorized Partner, M/s _____(bidder) shall be responsible to arrange the replacement of equivalent or higher configurations component in consultation with us or continue to support till the period of Contract without any extra cost to the Bank and any impact on the performance of offered products for our organization.

- d. With reference to the all components/parts/assemble/software used inside the offered products/items as above being quoted by us/by our authorized partner, vide your tender cited above, we hereby undertake that all the components / parts / assembly/software used inside the products/item shall be original new components / parts / assembly / software only and that no refurbished / duplicate / second hand components / parts / assembly are being used or shall be used.
- e. In case the authorized distributor i.e. M/s _____ fails to meet the obligation for items supplied and / or to be supplied under this tender, during the contract period (like if bidder ceases to exist from the ICT Industry, closure/shutdown/exit of the authorised agent/partner, stops services or support to the Bank, terminates contract due any reasons with Bank or due to any other reason), we will be responsible for all obligations under this RFP and we undertake to continue to extend services as per given scope of work of RFP during contract period either directly or through mutually agreed third party/any other authorized Partner of ours.
- f. In case of default/unable to comply with above at the time of delivery or during installation, for the hardware / software already billed, we agree to take back the supplied items without demur, if already supplied and replace it with a new product, without any cost to the Bank. We also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our authorized Service Centre / Reseller / SI etc.

The undersigned is authorised to issue such authorization on behalf of M/s (OEM).

Signature of Company Secretary:

Name of Signatory:

Designation:

Seal of Company:

Date:

Place:

- Note :**
- 1. Authorization certificate in the above format must be issued by the Manufacturer(OEM) signed and stamped by the competent authority on their official letterhead only.**
 - 2. Authorization issued by the OEM's subsidiary office or agent or partner would not be considered as the valid document of Authorization Certificate.**

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

Annexure - 19

Covering Letter format for Commercial Bid

[Note: This Covering letter should be on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company]

**To,
General Manager,
Karnataka Gramin Bank,
Canara Bank RRBs CBS Project Office, 19-19/1,
III Floor, Above Canara Bank Regional Office,
South end Road, Basavanagudi.
Bengaluru – 560004.**

Dear Sir,

SUB: RFP for Selection of Vendor for Supply, Installation & Maintenance of Tabs, Wireless MPOS Devices (Pin Pad) and Fingerprint Biometric Scanner with Printer.

Ref: Your RFP ref no: KaGB: Project Office: RFP/01/2022-23 dated 07.06.2022

We thank you for providing us an opportunity to participate in the subject RFP. Please find our commercial offer as per **Annexure-3-Bill of Material** format of the subject RFP along with this covering letter.

We conform to the terms & conditions stipulated in the RFP document, subsequent Amendments, if any and replies to the Pre-Bid Queries. We also confirm that we are agreeable to the payment schedule mentioned in the subject RFP.

Date:

Signature with Seal:

Name:

Designation:

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

Annexure - 20

Declaration/ Undertaking from bidder regarding restriction for procurement

[To be printed on the letter head of Bidder and should be signed by an authorized signatory with Name and Seal of Company]

To
General Manager,
Karnataka Gramin Bank,
Canara Bank RRBs CBS Project Office, 19-19/1,
III Floor, Above Canara Bank Regional Office, South end Road, Basavanagudi,
Bengaluru - 560 004.

Date: DD/MM/YY

Ref: Your RFP ref no: KaGB: Project Office: RFP/01/2022-23 dated 07.06.2022

Sir,

We, M/s ----- are a private/public limited company/LLP/Firm <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at -----
----- (referred to as the "Bidder") are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

Please strike off whichever is not applicable

1. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is not from such a country."

2. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is from such a country. I hereby certify that _____ fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]"

Further In case the work awarded to us, I/ we undertake that I/ we shall not subcontract any of assigned work under this engagement without the prior permission of bank. Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]”

2. We, hereby confirm that we fulfil all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order including the words defined in the said order.

Date: xx-xx-xxxx

Signature with Seal
Name
Designation

List of documents enclosed:

1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)
2.
3.
4.

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

Annexure -21

List of Delivery & Installation Locations

Sr No	Regional Office	No of Tabs	No of Wireless m-POS devices (Pin Pad)	No of Biometric Scanners with Printer
1	Ballari	52	52	52
2	Bengaluru	70	70	70
3	Bidar	51	51	51
4	Chamarajanagar	59	59	59
5	Chikamagalur	52	52	52
6	Chitradurga	83	83	83
7	Davangere	51	51	51
8	Hassan	60	60	60
9	Kalaburagi	62	62	62
10	Kolar	82	82	82
11	Koppal	51	51	51
12	Madikeri	38	38	38
13	Mandya	72	72	72
14	Mysuru	49	49	49
15	Raichur	67	67	67
16	Shimoga	42	42	42
17	Tumkur	67	67	67
18	Vijayanagara	50	50	50
18	Yadagir	62	62	62
Grand Total		1120	1120	1120

Date:

Signature with Seal:

Name:

Designation:

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

Appendix - A

**Instructions to be noted while preparing/submitting Part A- Conformity to Eligibility
Criteria**

The Proposal should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory.

- 1) Index of all the documents submitted with page numbers.
- 2) Cost of Tender document by way of DD payable at Bengaluru.
- 3) Bid Security /Declaration as per **Appendix – D / Appendix-G.**
- 4) Power of Attorney / Authorization letter signed by the Competent Authority with the seal of the bidder's company / firm in the name of the person signing the tender documents.
- 5) Checklist as per **Annexure-6.**
- 6) Bid Covering letter as per **Annexure-9.**
- 7) Eligibility Criteria declaration as per **Annexure-1** with documentary proof in support of the Eligibility Criteria.
- 8) Bidder's Profile as per **Annexure-10.**
- 9) Service Support Details as per **Annexure-11.**
- 10) Non-Disclosure Agreement as per **Annexure-13.**
- 11) Declaration on restriction for procurement **Annexure-20.**

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

Appendix - B

Instructions to be noted while preparing/submitting Part B-Technical Proposal

The Technical Proposal should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory. Technical Offer for this RFP shall be made as under:

- 1) Index of all the document submitted with page numbers.
- 2) Compliance to Technical & Functional requirement should be complete with all columns filled in as per **Annexure-2**.
- 3) Undertaking of Authenticity as per **Annexure-14**.
- 4) Compliance Statement as per **Annexure-15**.
- 5) Undertaking Letter as per **Annexure-16**.
- 6) Escalation Matrix as per **Annexure-17**.
- 7) Manufacturer/ Authorized Distributor in India Authorization Form as per **Annexure-18**.
- 8) Masked **Commercial** Bill of Material as per **Annexure-3**.
- 9) The Bidder to submit a certificate/ letter from OEM/OSD that the proposed equipment and Other Items, OS, any other related software are not impending End of Sale in 1 year from date of submission of bid.
- 10) The bidder should provide undertaking that all offered hardware / software are not End of Sale in next one year and End of Support till entire contract period.

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

Appendix - C

Instruction to be noted while preparing/submitting Part C-Indicative Commercial Bid

The Commercial Bid should be made in an organized, structured, and neat manner. Brochures / leaflets etc., should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory.

The suggested format for submission of commercial Offer for this RFP is as follows:

- 1) Bidder's Covering letter as per **Annexure-19**.
- 2) Bill of Materials as per **Annexure-3**.

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

Appendix - D

Proforma of Bank Guarantee in lieu of EMD

To,
General Manager,
Karnataka Gramin Bank,
Canara Bank RRBs CBS Project Office, 19-19/1,
III Floor, Above Canara Bank Regional Office,
South end Road, Basavanagudi.
Bengaluru - 560004

DD/MM/YYYY

Dear Sir,

WHEREAS.....(Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at India (hereinafter referred to as “the VENDOR”) proposes to tender and offer in response to tender Ref. No. XXXX dated XXXXXXX. (hereinafter called the “TENDER”)

AND WHEREAS, in terms of the conditions as stipulated in the TENDER, the VENDOR is required to furnish a Bank Guarantee in lieu of the Earnest Money Deposit (EMD), issued by a scheduled commercial bank in India in your favour to secure the order of the RFP in accordance with the RFP Document (which guarantee is hereinafter called as “BANK GUARANTEE”)

AND WHEREAS the VENDOR has approached us, for providing the BANK GUARANTEE. AND WHEREAS at the request of the VENDOR and in consideration of the proposed TENDER to you, WE,.....having
.....Office at.....,India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE,, through our local office at India furnish you the Bank GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs.....(Rupeesonly) an amount equivalent to the EMD 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 RFP of any of the terms and conditions contained in the RFP and in the event of the VENDOR commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFP 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..... only) as may be claimed by you on account of breach on the part of the VENDOR of their obligations in terms of the RFP.

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the VENDOR has committed 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 Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the VENDOR after expiry of the relative guarantee period of the RFP and after the VENDOR had discharged all his obligations under the RFP and produced a certificate of due completion of work under the said Tender 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 the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the VENDOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the Tender or extend the time of performance of the Tender or to postpone any time or from time to time any of your rights or powers against the VENDOR and either to enforce or forbear to enforce any of the terms and conditions of the said RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the VENDOR or any other forbearance, act or omission on your part or any indulgence by you to the VENDOR or by any variation or modification of the RFP 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.....only) as aforesaid or extend the period of the guarantee beyond the said day of unless expressly agreed to by us in writing.
6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the VENDOR 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 VENDOR.
7. 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 VENDOR 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 Bank Guarantee.
8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the VENDOR from time to time arising out of or in relation to the said RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

9. 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 accordingly it shall be deemed to have been given when the same has been posted.
10. The Bank 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 here before given to you by us (whether jointly with others or alone) and now existing uncanceled and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. The Bank Guarantee shall not be affected by any change in the constitution of the VENDOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
12. The Bank 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.
13. 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 VENDOR.
14. Notwithstanding anything contained herein above;
 - i) our liability under this Guarantee shall not exceed Rs.....(Rupees.....only) ;
 - ii) this Bank Guarantee shall be valid upto and including the date ; and
 - iii) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
15. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

For and on behalf of

Branch Manager

Seal & Address

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

Appendix - E

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,
General Manager,
Karnataka Gramin Bank,
Canara Bank RRBs CBS Project Office, 19-19/1,
III Floor, Above Canara Bank Regional Office,
South end Road, Basavanagudi.
Bengaluru - 560004**

WHEREAS (Name and address of M/s XXXX 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 Selection of Vendor for Supply & Maintenance of Tabs, Wireless MPOS Devices (Pin Pad) and Fingerprint Biometric Scanner with Printer as per their Contract dated _____ with you (hereinafter referred to as "the Contract")

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

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

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

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

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs_____ (Rupees_____) an amount equivalent to 10% of the Contract Price against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs _____(Rupees _____) may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.

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

This Performance Guarantee shall continue and hold good until it is released by you on the application by the CONTRACTOR after expiry of the relative guarantee period of the Contract and after the CONTRACTOR had discharged all his obligations under the Contract and produced a certificate of due completion of the work under the Contract and submitted a "No Demand Certificate" provided always that the guarantee shall in no event remain in force after the day of__without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of three months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

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

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

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

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

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

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

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

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

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

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

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

Notwithstanding anything contained herein

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

We have the power to issue Performance Guarantee in your favor 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 _____ 2022. For and on behalf of

_____ BRANCH MANAGER SEAL ADDRESS PLACE

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER**

Appendix - F

Format for Sending Pre-Bid Queries

Ref: Your RFP ref no: KaGB: Project Office: RFP/01/2022-23 dated 07.06.2022

Table 18:

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

**SELECTION OF VENDOR FOR SUPPLY, INSTALLATION & MAINTENANCE OF TABS,
WIRELESS MPOS DEVICES (PIN PAD) AND FINGERPRINT BIOMETRIC SCANNERS
WITH PRINTER
Appendix - G
Bid Security Declaration**

To,
General Manager,
Karnataka Gramin Bank,
Canara Bank RRBs CBS Project Office, 19-19/1,
III Floor, Above Canara Bank Regional Office,
South end Road, Basavanagudi,
Bengaluru - 560004

Dear Sir,

SUB: RFP for Selection of Vendor for Supply, Installation & Maintenance of Tabs, Wireless MPOS Devices (Pin Pad) and Fingerprint Biometric Scanner with Printer.

Ref: Your RFP ref no: KaGB: Project Office: RFP/01/2022-23 dated 07.06.2022

DECLARATION

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 bank guarantee before the deadline defined in the RFP, we note that we will be suspended for the period of 3 years from being eligible to submit Bids for contracts with Bank/s.

Signature of the Authorized Signatory with company seal

Place:

Name of the Authorized Signatory –

Date:

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –